



Tioga County Industrial Development Agency  
March 3, 2021 – 4:30 pm  
Ronald E Dougherty County Office Building  
56 Main Street, Owego, NY 13827  
ED&P Conference Room, 2<sup>nd</sup> Floor  
Agenda

Call to Order and Introductions

Attendance

IDA Board Members

Roll Call: J. Ceccherelli, K. Gillette, A. Gowan, T. Monell, M. Sauerbrey, E. Knolles, J. Ward  
Absent:  
Excused:  
Guests: C. Curtis, M. Griffiths, J. Meagher, L. Tinney

Privilege of the Floor:

Approval of Minutes

- A. [February 3, 2021 Regular Meeting Minutes](#)
- B. [February 5, 2021 Loan Committee Meeting Minutes](#)
- C. [February 25, 2021 Special Meeting Minutes](#)

Financials

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

ED&P Update: L. Tinney

- A. [TEAMTioga Annual Report 2020](#)

Project Updates: L. Tinney & C. Curtis

- A. [Owego Gardens II Map](#)
- B. Social Media RFP
  1. [BiziLife LLC](#) – Proposal

New Business: C. Curtis

- A. NYS Comptroller PARIS 2020 Review – TCIDA Report amended & re-submitted 2-24-21

Committee Reports: C. Curtis

- A. Public Authority Accountability Act (PAAA)
  1. Audit Committee Report: A. Gowan, E. Knolles, J. Ward
    - a. 2020 YE Audit complete; final report in progress
  2. Governance Committee: J. Ceccherelli, A. Gowan, E. Knolles
    - a. No report
  3. Finance Committee: J. Ceccherelli, A. Gowan, J. Ward



- a. Site Development CDs established at CCTC: two \$100,000 @ 1-year term, one \$100,000 @ 2-year term
- 4. Loan Committee: S. Thomas, A. Gowan, R. Kelsey, K. Dougherty, D. Barton, J. Ward, E. Knolles
  - a. Loan Committee tentatively approved IRP Loan - \$80,000 – Ye Old Country Florist; waiting for updated insurance documentation for final vote
- 5. Railroad Committee: M. Sauerbrey, K. Gillette, T. Monell
  - a. [Consent & Estoppel](#)
  - b. [2020 OHRY Income Report](#)

PILOT Updates: C. Curtis

- A. 231 Main PILOT Agreement reached expiration; release documents completed

Grant Updates: C. Curtis

- A. Ag Value Chain – [Update Memo](#)
- B. Broadband Study – Reimbursement request submitted; Executive Summary disbursed – proprietary information is confidential
- C. Town of Richford - CBDG CFA Application – Engineering Plan & Design only
  - 1. Deadline 3-5-2021
- D. Monkey Run FEMA Application – Pending
- E. ESD – Owego Utilities Capital Project – V&S water/sewer extension
  - 1. Reimbursement request submitted 11-4-2020; reimbursement forthcoming

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

Next Meeting: Wednesday April 7, 2021

Adjournment

## Tioga County Industrial Development Agency

February 3, 2021 – 4:30 pm

Ronald E Dougherty County Office Building

56 Main Street, Owego, NY 13827

ED&P Conference Room, 2<sup>nd</sup> Floor

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### Meeting Minutes via Zoom

I. **Call to Order and Introductions-** Chairwoman J. Ceccherelli called the meeting to order at 4:32 pm.

II. **Attendance**

IDA Board Members

Roll Call: J. Ceccherelli, K. Gillette, A. Gowan, T. Monell, M. Sauerbrey, E. Knolles

Absent:

Excused: J. Ward

Guests: C. Curtis, M. Griffiths, J. Meagher, L. Tinney, M. Freeze

III. **Privilege of the Floor:** None

IV. **Approval of Minutes**

A. [January 6, 2021 Regular Meeting Minutes](#)

B. [January 6, 2021 Annual Meeting Minutes](#)

**Motion to approve January 6, 2021 Regular Meeting Minutes and January 6, 2021 Annual Meeting Minutes via Zoom, as written. (T. Monell, A. Gowan)**

Aye-6

Abstain-0

No-0

Carried

V. **Financials**

A. [Balance Sheet](#)

B. [Profit & Loss](#)

C. [Transaction Detail](#)

**Motion to acknowledge financials, as presented. (A. Gowan, E. Knolles)**

Aye-6

Abstain-0

No-0

Carried

VI. **ED&P Update: L. Tinney**

- Ms. Tinney reported that the department will be assisting with the annual virtual job fair, which will be held on March 10, 11, and 12
- Ms. Tinney reported that there is a problem in the town of Nichols with tractor-trailers accessing Crown Cork & Seal and Best Buy. Residents are concerned with these trucks accessing rural roads, especially roads the Amish community uses with their buggies. Ms. Tinney is helping

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coordinate the effort to remedy the issue with the truck drivers' GPS that is sending them down these rural roads by contacting Congressman Reed's office. They are working that to correct the data the GPS uses in order to send them on the correct routes.

- Ms. Tinney reported the department received a lead from a developer that is looking to develop a warehouse distribution center on 50 A of land. Ms. Tinney gave the developer information about land in Lounsberry, which is approximately 50 A made up of parcels from three different property owners. She noted that the IDA does not own this land.
- Ms. Tinney also reported that she has been in contact with a manufacturing business that is looking for a vacant existing building. While there are not many available in the county, Ms. Tinney is still exploring options with them.
- The department continues its efforts with COVID economic recovery. Each committee is currently working on completing their short and long-term strategic goals.
- There are 18 DRI projects. Ms. Tinney shared a document put together by the department showing the progress of each of the projects.
- New York Main Street projects in the Village of Owego continue to move forward.
- Department of Health approval for the water system for Owego Gardens II has been issued.
- Bid documents for Owego Gardens II have been issued, the deadline is February 19. Ms. Tinney noted that she will be looking to hold a special meeting to make an award for the bid.
- Midwestern Pet Foods was seeking a PILOT, however, it was expected that it would not be supported by the town of Barton, county or the school district because it was taking taxes off the board. Ms. Tinney suggested that they pursue a sales tax only exemption. Midwestern has since withdrawn their application and will not move forward at this time.
- Restore NY projects are moving along in both Waverly and Owego, with the one in Waverly nearing completion.
- The department continues to be in contact with Home Leasing, INHS, and SEPP in terms of potential housing projects in the county.
- REAP has recently finished revising their bylaws, and are expected to get new representatives on the board.
- Workforce Development Pipeline-the department is working on securing funding for a Workforce Development Coordinator position that will work with schools and local employers to place students in positions with local businesses.
- The Talent Supply Table document has been drafted, and will be completed shortly.
- The annual Agricultural District Inclusions were held in January, there will be a public hearing on February 18.
- The Ag Value Chain study continues to move forward.
- There are 10 potential grants, 7 pending grants, 17 active grants, and one completed grant.

## **VII. Project Updates: L. Tinney & C. Curtis**

### **A. Owego Gardens II**

#### **1. Bid Package – Bids Due 2/19**

#### **2. IDA to hold special meeting to approve awardee**

#### **3. Gorick Request**

- Ms. Curtis noted that Gorick Construction requested to put 18,000 cubic yards of removed dirt from the Owego Gardens II site onto an adjacent IDA-owned property. When Ms. Curtis spoke to Gorick Construction regarding this, she suggested that they remove the line item for this action from the overall bid. Gorick's bid would be reduced by \$2,500 if the IDA agreed to let them put the

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removed dirt on their property. K. Gillette asked if this would cause any environmental concerns. Ms. Curtis said that Fagan engineers confirmed this would not cause environmental issues. A. Gowan noted that if the dirt were to be put there, it may need to be moved in the future, which would cost money to do so. A. Gowan therefore suggested that Gorick completely remove and take away the dirt from the construction site. The board agreed that the dirt will be removed and not put on adjacent IDA property.

**B. CNYOG**

- Ms. Curtis reported that she urged CNYOG to submit the full PILOT application as soon as possible in order to keep the property on Roll Section 8 before the March deadline.

**C. Midwestern II PILOT Application Withdrawn**

**D. IRP Loan Site Visits – Employee Verification**

- Ms. Curtis explained that New York State auditors suggested that she create a document comparing promised employees to actual year-end employees for their businesses with IRP Loans. Four businesses had lower actual employees than their promised number; however, Ms. Curtis noted that the COVID-19 pandemic likely affected this.

**E. DRI Report**

**F. Social Media RFP**

- Ms. Curtis noted that Madi Tinney is no longer providing the IDA with social media services. Ms. Curtis worked with A. Hendrickson in ED&P to develop a Social Media RFP and send out to social media professionals. J. Ceccherelli noted that they would wait and see what the cost will be before making any decisions. K. Gillette noted that he sees the importance of having someone monitor the agency's social media. J. Ceccherelli voiced some concern about how much publicity the IDA gets from the TEAM Tioga social media posts. K. Gillette suggested that the board look at other IDAs social media accounts to compare. J. Meagher noted that Broome IDA has a robust social media presence. L. Tinney noted that the social media posts encompass updates from all TEAM Tioga members, including Economic Development, IDA and Tourism, but more IDA specific posts could be created in the future. Ms. Tinney noted that the position has been vacant since the end of December, and Ms. Curtis added that A. Hendrickson has been temporarily filling in. Ms. Curtis also noted that the RFP listed reaching out to site selecting firms to bring in new business prospects to the county as a part of the job responsibilities.

**VIII. Old Business: C. Curtis**

**A. Sayman parcel 118.00-1-21.1 transfer to IDA complete (S/S Carmichael)**

- Ms. Curtis noted that the IDA has taken on this property for the purchase of \$1. This property will be beneficial to have access to for future streambed improvement to Monkey Run.

**IX . Committee Reports: C. Curtis**

**A. Public Authority Accountability Act (PAAA)**

**1. Audit Committee Report: A. Gowan, E. Knolles, J. Ward**

**a. 2020 YE Audit in progress**

- Ms. Curtis noted that the audit report could be addressed to the full board, or just to the audit committee. The board preferred that the report just be presented to the

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audit committee.

2. Governance Committee: J. Ceccherelli, A. Gowan, E. Knolles
  - a. No report
3. Finance Committee: J. Ceccherelli, A. Gowan, J. Ward
  - a. No report
4. Loan Committee: S. Thomas, A. Gowan, R. Kelsey, K. Dougherty, D. Barton, J. Ward, E. Knolles
  - a. Loan Committee meeting 2/5; full board email vote to be obtained
    - Ms. Curtis noted that they are reviewing a loan application, she will pass their recommendation on to the full board and conduct a vote via email.
  - b. COVID-19 Account/County HUD funds – annual bank interest returned to TC Treasurer for deposit to US Treasury
  - c. IDA inquiry to HUD – The COVID-19 loan accrued interest. C. Curtis reached out to HUD to determine whether or not these funds should remain with the county for future disbursements, or if they would also like this to be returned in some fashion.
  - d. HUD loans/interest rate determination
    - L. Tinney and C. Curtis have talked with the loan committee about predetermining interest rates and terms on loans. C. Curtis asked the board whether or not they prefer to predetermine loan interest rates and terms, or if they prefer to determine them on a loan by loan basis. L. Tinney noted that without predetermined loan rates and terms, it makes it hard for her to market the loans to businesses that are interested in the loan. E. Knolles agreed with Ms. Tinney's suggestion. A. Gowan suggested that C. Curtis bring it before the loan committee.
5. Railroad Committee: M. Sauerbrey, K. Gillette, T. Monell
  - a. No report
    1. RJ Corman Request; Updated Consent & Estoppel; Update in Progress
      - Ms. Curtis noted that J. Meagher has sent the updated language to RJ Corman, and is awaiting their response before moving forward.
      - J. Ceccherelli asked C. Curtis about the pole that is leaning over the railroad discussed in last month's meeting. Ms. Curtis said that she has yet to receive bids, but will look for an email vote from the board upon receipt of those bids.

#### **X. PILOT Updates: C. Curtis**

- A. Sales Tax Exemptions Update: C. Curtis
  1. Best Buy – \$648,226.98/ Authorized \$1,028,429; Project Complete
- B. 2021 Town & County and Lump Sum PILOT Invoices Distributed

#### **XI. Grant Updates: C. Curtis**

- A. Ag Value Chain
- B. Broadband Study
- C. Town of Richford - CBDG CFA Application – Engineering Plan & Design only
  - Ms. Curtis noted that this grant will help the IDA have a more competitive FEMA application in the future.
    1. Town of Richford is applicant; TCIDA would be recipient
    2. Total project cost - \$63,500; \$50,000 Max grant award
    3. RJ Corman commitment to fund \$13,500
    4. IDA Participation Letter; no match required

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**Motion to approve the IDA as the sub recipient and grant administrator of the Town of Richford CDBG CFA grant. (A. Gowan, E. Knolles)**

**Aye-6**                      **Abstain-0**  
**No-0**                        **Carried**

D. Monkey Run FEMA Application – Pending

E. ESD – Owego Utilities Capital Project – V&S water/sewer extension

1. Reimbursement request submitted 11-4-2020; reimbursement forthcoming

- Before moving into executive session, A. Gowan asked L. Tinney about the fee schedule from Suez for the Owego Garden II project. L. Tinney reported that Fagan engineers had already included inspection of the work in their quote. L. Tinney spoke with J. Genzel from Fagan Engineers and asked for the fee for the inspection be removed from the quote so that the IDA did not have to pay twice for the inspection. Jamie is in agreement and will remove the inspection fee from the quote. The IDA's commitment to Fagan is now reduced by approximately \$150,000. J. Genzel also advised L. Tinney that the fee for the inspection will be less than the approximately \$300,000 amount originally proposed by Suez. L. Tinney advised that the fee for inspection will be charged by the hour. PSC advised L. Tinney that the inspection had to be done by whomever Suez contracted with to do the inspection.

**XII. Motion to move into Executive Session pursuant to Public Officers Law Section 105 at 5:07 pm to discuss financial matters, property acquisition, and personal matters (T. Monell, M. Sauerbrey).**

Motion to adjourn Executive Session at 5:09 pm (E. Knolles, T. Monell)

**XIII. Next Meeting:** Wednesday March 3, 2020

**XV. Adjournment-**Mr. Gowan motioned to adjourn the meeting at 5:12 pm.



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

Tioga County IDA  
Loan Committee Phone Conference Meeting  
February 5, 2021 – 9 am  
Minutes

Members: S. Thomas, R. Kelsey, K. Dougherty, D. Barton, A. Gowan, J. Ward, E. Knolles  
Present: S. Thomas, K. Dougherty, D. Barton, A. Gowan, J. Ward, E. Knolles  
Guests: C. Curtis

A. Gowan called the meeting to order at 9:00

New Business

A. TCIDA IRP Loan Program

1. Evelyn Mozgawa – Ye Old Country Florist
  - a. Committee requested confirmation sales tax is paid to date due to “Sales Tax Authority” liability showing on the Balance Sheet
  - b. Committee determined IDA should take 2<sup>nd</sup> position lien on Real Estate in the amount of \$44,000, and 1<sup>st</sup> position lien on coolers, fixtures, & vans
  - c. Committee determined flood insurance must be required on the coolers and fixtures
  - d. Additional meeting will be held for final review of loan request

Adjourned: Meeting adjourned at 9:33 am





## Tioga County Industrial Development Agency

## Balance Sheet

As of February 28, 2021

	Feb 28, 21	Feb 29, 20	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
<b>Restricted Cash Accounts</b>			
COVID-19	311,309.14	0.00	311,309.14
Community- Facade Improvement	159,811.35	115,087.05	44,724.30
CCTC- Industrial Park	9,706.03	11,995.37	-2,289.34
<b>USDA Funds</b>			
CCTC- Loan Loss Reserve	40,466.91	40,448.29	18.62
TSB- IRP 2016 (Formerly IRP 4)	173,912.68	171,194.82	2,717.86
TSB- RBEG	141,807.43	132,060.25	9,747.18
TSB- marketing	1,115.75	1,477.96	-362.21
<b>Total USDA Funds</b>	357,302.77	345,181.32	12,121.45
<b>Total Restricted Cash Accounts</b>	838,129.29	472,263.74	365,865.55
<b>CCTC- CDs</b>			
Land Acquisition (879)	545,414.33	540,715.81	4,698.52
Capital Improvement (284)	318,847.13	318,847.13	0.00
CCTC- CDs - Other	300,000.00	0.00	300,000.00
<b>Total CCTC- CDs</b>	1,164,261.46	859,562.94	304,698.52
<b>Temporarily Restricted Cash Acc</b>			
TSB-Owego Gardens	176,535.64	23,112.35	153,423.29
TSB-Crown Cork and Seal	300,105.67	300,105.67	0.00
Community- BestBuy PILOT Acct.	600,369.98	600,290.83	79.15
<b>Total Temporarily Restricted Cash Acc</b>	1,077,011.29	923,508.85	153,502.44
<b>Unrestricted Cash Accounts</b>			
TSB ICS	1,563,860.04	1,859,043.66	-295,183.62
TSB- checking	216,190.38	549,847.76	-333,657.38
TSB- general fund	25,694.83	125,635.91	-99,941.08
<b>Total Unrestricted Cash Accounts</b>	1,805,745.25	2,534,527.33	-728,782.08
<b>Total Checking/Savings</b>	4,885,147.29	4,789,862.86	95,284.43
<b>Other Current Assets</b>			
<b>COVID-19 ERLP</b>			
C-7-A	25,000.00	0.00	25,000.00
C-5-A	9,172.22	0.00	9,172.22
C-4-A	8,925.55	0.00	8,925.55
C-2-A	13,083.40	0.00	13,083.40
C-1-A	22,980.65	0.00	22,980.65
<b>Total COVID-19 ERLP</b>	79,161.82	0.00	79,161.82
<b>Accounts Receivable 1300.01</b>	446,414.66	-58,615.29	505,029.95
<b>Allowance for Doubtful Accounts</b>	-35,000.00	-35,000.00	0.00
<b>Commercial Facade Loan Program</b>			
Loan Rec - 2017-01-C	25,625.00	33,125.00	-7,500.00
Loan Rec - 2018-03-C	13,125.00	15,937.50	-2,812.50
Loan Rec - 2018-02-C	0.00	569.25	-569.25
Loan Rec - 2018-01-C	4,470.02	5,820.02	-1,350.00
Loan Rec - 2017-03-C	0.00	6,320.00	-6,320.00
Loan Rec - 2017-02-C	18,385.04	23,251.61	-4,866.57
Loan Rec - 2016-03-C	5,742.72	8,477.52	-2,734.80
Loan Rec - 2016-02-C	12,500.24	19,444.64	-6,944.40
Loan Rec - 2016-01-C	0.00	3,974.50	-3,974.50
Loan Rec - 2015-06-C	5,121.98	8,414.72	-3,292.74
Loan Rec - 2014-01-C	0.00	1,017.04	-1,017.04
Loan Rec - 2015-05-C	3,896.19	6,290.67	-2,394.48
<b>Total Commercial Facade Loan Program</b>	88,866.19	132,642.47	-43,776.28
<b>RBEG</b>			
Loan Rec - RBEG 2019 -06	68,781.23	75,602.62	-6,821.39
<b>Total RBEG</b>	68,781.23	75,602.62	-6,821.39
<b>IRP 4</b>			
Loan Rec 2019-07-A	38,809.49	0.00	38,809.49
Loan Rec - 2019 - 06A	85,978.84	94,503.26	-8,524.42
Loan Rec 2018-02-A	6,755.87	7,780.60	-1,024.73
Loan Rec 2018-01-A	61,962.09	64,676.51	-2,714.42
Loan Rec 2017-05-A	6,694.32	10,727.92	-4,033.60
Loan Rec 2017-04-A	32,858.34	34,421.50	-1,563.16
Loan Rec 2017-03-A	0.00	14,836.66	-14,836.66
Loan Rec 2017-02-A	39,296.42	56,051.43	-16,755.01
Loan Rec 2017-01-A	16,568.03	18,398.26	-1,830.23
Loan Rec 2016-01-A	3,050.40	11,719.49	-8,669.09
Loan Rec 2009-02-A	49,651.58	51,051.58	-1,400.00
<b>Total IRP 4</b>	341,625.38	364,167.21	-22,541.83
<b>IRP 3</b>			
Loan Rec 2007-08-A	13,808.84	18,942.90	-5,134.06
<b>Total IRP 3</b>	13,808.84	18,942.90	-5,134.06

## Tioga County Industrial Development Agency

## Balance Sheet

As of February 28, 2021

	Feb 28, 21	Feb 29, 20	\$ Change
<b>IRP 2</b>			
Loan Rec 2011-03-A	13,751.01	22,844.76	-9,093.75
<b>Total IRP 2</b>	13,751.01	22,844.76	-9,093.75
<b>Total Other Current Assets</b>	1,017,409.13	520,584.67	496,824.46
<b>Total Current Assets</b>	5,902,556.42	5,310,447.53	592,108.89
<b>Fixed Assets</b>			
Land- Mitchell	58,453.51	58,453.51	0.00
Equipment			
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
Land- Cavataio	2,500.00	2,500.00	0.00
Land-general	601,257.05	601,257.05	0.00
Land-Louns			
Lopke	8,993.03	8,993.03	0.00
Town of Nichols	20,000.00	20,000.00	0.00
Berry	2,452.20	2,078.30	373.90
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>	430,619.19	430,245.29	373.90
Land 434	376,800.36	376,800.36	0.00
Railroad Improvements	1,979,330.50	1,979,330.50	0.00
Z Accumulated Depreciation	-1,218,048.34	-1,197,077.10	-20,971.24
<b>Total Fixed Assets</b>	2,232,613.15	2,253,210.49	-20,597.34
<b>TOTAL ASSETS</b>	<b>8,135,169.57</b>	<b>7,563,658.02</b>	<b>571,511.55</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Other Current Liabilities</b>			
<b>PILOT Payments</b>			
<b>Spencer-Tioga Solar</b>			
School	-45,284.51	0.00	-45,284.51
County	-26,526.09	0.00	-26,526.09
Town	-17,789.40	0.00	-17,789.40
Spencer-Tioga Solar - Other	180,992.00	0.00	180,992.00
<b>Total Spencer-Tioga Solar</b>	91,392.00	0.00	91,392.00
<b>Gateway Owego, LLC</b>			
Village	-505.41	0.00	-505.41
County	-323.33	0.00	-323.33
School	-744.23	0.00	-744.23
Town	-27.72	0.00	-27.72
Gateway Owego, LLC - Other	3,200.69	1,600.00	1,600.69
<b>Total Gateway Owego, LLC</b>	1,600.00	1,600.00	0.00
<b>Midwestern Pet Foods, Inc.</b>	13,905.06	0.00	13,905.06
<b>Crown Cork and Seal</b>			
School	-193,696.44	0.00	-193,696.44
County & Recycle	-89,725.36	0.00	-89,725.36
Town	-16,578.20	0.00	-16,578.20
Crown Cork and Seal - Other	600,000.00	300,000.00	300,000.00
<b>Total Crown Cork and Seal</b>	300,000.00	300,000.00	0.00
+ · 231 Main Town/County	6,233.67	0.00	6,233.67
Nichols Cross Dock	39,834.56	0.00	39,834.56
<b>Owego Gardens</b>			
County & Recycle	-1,293.37	0.00	-1,293.37
Town	-110.90	0.00	-110.90
Village	-2,021.72	0.00	-2,021.72
School	-2,977.01	0.00	-2,977.01
Owego Gardens - Other	29,942.00	23,078.00	6,864.00
<b>Total Owego Gardens</b>	23,539.00	23,078.00	461.00
<b>Best Buy PP</b>	600,000.00	600,000.00	0.00
<b>Total PILOT Payments</b>	1,076,504.29	924,678.00	151,826.29
<b>Total Other Current Liabilities</b>	1,076,504.29	924,678.00	151,826.29
<b>Total Current Liabilities</b>	1,076,504.29	924,678.00	151,826.29
<b>Long Term Liabilities</b>			
Tioga County COVID-19 ERLP	390,000.00	0.00	390,000.00
Loan Pay- IRP 4	212,507.33	222,620.13	-10,112.80
Loan Pay- IRP 3	181,608.37	192,027.10	-10,418.73
Loan Pay- IRP 2	112,327.63	123,432.31	-11,104.68

## Tioga County Industrial Development Agency

## Balance Sheet

As of February 28, 2021

	Feb 28, 21	Feb 29, 20	\$ Change
Loan Pay- IRP 1	53,900.28	61,543.98	-7,643.70
<b>Total Long Term Liabilities</b>	<b>950,343.61</b>	<b>599,623.52</b>	<b>350,720.09</b>
<b>Total Liabilities</b>	<b>2,026,847.90</b>	<b>1,524,301.52</b>	<b>502,546.38</b>
<b>Equity</b>			
Board Designated Funds	1,406,302.63	1,406,302.63	0.00
1110 - Retained Earnings	4,724,944.51	4,740,191.06	-15,246.55
Net Income	-22,925.47	-107,137.19	84,211.72
<b>Total Equity</b>	<b>6,108,321.67</b>	<b>6,039,356.50</b>	<b>68,965.17</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>8,135,169.57</b>	<b>7,563,658.02</b>	<b>571,511.55</b>

## Tioga County Industrial Development Agency

## Profit &amp; Loss

03/02/21

January through February 2021

Accrual Basis

	Jan - Feb 21	Jan - Feb 20	\$ Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Refund of Insurance	239.00	0.00	239.00
Loan Interest Income			
COVID-19 C-5-A	40.00	0.00	40.00
COVID-19 C-1-A	49.29	0.00	49.29
COVID-19 C-2-A	57.02	0.00	57.02
COVID-19 C-4-A	38.88	0.00	38.88
IRP 4 - 2019 - 06A	580.42	636.97	-56.55
RBEG 2019 -06	464.34	509.57	-45.23
IRP 2			
2011-03-A	127.42	202.73	-75.31
<b>Total IRP 2</b>	<b>127.42</b>	<b>202.73</b>	<b>-75.31</b>
IRP 3			
2007-08-A	75.32	207.10	-131.78
<b>Total IRP 3</b>	<b>75.32</b>	<b>207.10</b>	<b>-131.78</b>
IRP 4			
2019-07-A	341.56	0.00	341.56
2018-02-A	22.95	26.36	-3.41
2018-01-A	496.25	515.61	-19.36
2017-04-A	124.38	260.14	-135.76
2017-03-A	0.00	94.69	-94.69
2017-05-A	30.92	47.68	-16.76
2017-01-A	70.31	77.92	-7.61
2017-02-A	172.56	242.15	-69.59
2016-01-A	34.65	106.44	-71.79
<b>Total IRP 4</b>	<b>1,293.58</b>	<b>1,370.99</b>	<b>-77.41</b>
<b>Total Loan Interest Income</b>	<b>2,726.27</b>	<b>2,927.36</b>	<b>-201.09</b>
Loan Program Fee			
IRP 4	150.00	0.00	150.00
<b>Total Loan Program Fee</b>	<b>150.00</b>	<b>0.00</b>	<b>150.00</b>
Loan Late Fee			
COVID-19 C-1-A	21.65	0.00	21.65
2016-02-C	0.00	20.83	-20.83
RBEG 2019-16	0.00	24.30	-24.30
IRP 4 2019-06-A	0.00	30.37	-30.37
2018-01-C	0.00	5.00	-5.00
Loan Late Fee - Other	0.00	5.00	-5.00
<b>Total Loan Late Fee</b>	<b>21.65</b>	<b>85.50</b>	<b>-63.85</b>
4110 - Grants			
Ag Value Chain	20,000.00	0.00	20,000.00
<b>Total 4110 - Grants</b>	<b>20,000.00</b>	<b>0.00</b>	<b>20,000.00</b>
Interest Income-			
Interest Income- TSB ICS	237.41	3,176.60	-2,939.19
Community- Facade Improvement	1.30	9.10	-7.80
CCTC Loan Loss Reserve Account	1.61	3.27	-1.66
Community- Lounsberry	0.00	20.29	-20.29
TSB- checking	3.99	106.60	-102.61
TSB-general fund	1.09	16.53	-15.44
TSB- IRP 4	2.81	8.11	-5.30
TSB- RBEG	2.39	6.47	-4.08
TSB- marketing	0.02	0.08	-0.06
<b>Total Interest Income-</b>	<b>250.62</b>	<b>3,347.05</b>	<b>-3,096.43</b>
Leases/Licenses	1,369.43	2,972.00	-1,602.57

## Tioga County Industrial Development Agency

03/02/21

## Profit &amp; Loss

Accrual Basis

January through February 2021

	Jan - Feb 21	Jan - Feb 20	\$ Change
Sale of Property	3,800.00	0.00	3,800.00
<b>Total Income</b>	<b>28,556.97</b>	<b>9,331.91</b>	<b>19,225.06</b>
<b>Expense</b>			
Grant Expense			
Ag Value Chain	20,000.00	0.00	20,000.00
Grant Expense - Other	0.00	78,529.50	-78,529.50
<b>Total Grant Expense</b>	<b>20,000.00</b>	<b>78,529.50</b>	<b>-58,529.50</b>
Loan Admin Fee			
IRP 4	0.00	695.89	-695.89
<b>Total Loan Admin Fee</b>	<b>0.00</b>	<b>695.89</b>	<b>-695.89</b>
Loan Program Expense	10.65	0.00	10.65
6120 · Bank Service Charges	15.00	33.00	-18.00
6160 · Dues and Subscriptions	850.00	850.00	0.00
Employee benefit			
IRA Company Match	216.00	207.68	8.32
<b>Total Employee benefit</b>	<b>216.00</b>	<b>207.68</b>	<b>8.32</b>
6180 · Insurance			
6190 · Disability (First Rehab Life)	357.83	243.27	114.56
Employee Health (SSA)	933.30	899.66	33.64
6185 · Property & Liability (Dryden)	10,947.28	10,678.20	269.08
<b>Total 6180 · Insurance</b>	<b>12,238.41</b>	<b>11,821.13</b>	<b>417.28</b>
6560 · Payroll Expenses			
Payroll Expenses - HSA	600.00	300.00	300.00
6560 · Payroll Expenses - Other	6,625.87	8,146.57	-1,520.70
<b>Total 6560 · Payroll Expenses</b>	<b>7,225.87</b>	<b>8,446.57</b>	<b>-1,220.70</b>
6250 · Postage and Delivery	0.00	27.45	-27.45
6270 · Professional Fees			
Administrative Services			
Tinney, M	0.00	300.00	-300.00
Haskell	0.00	775.00	-775.00
Tinney	4,250.00	4,250.00	0.00
<b>Total Administrative Services</b>	<b>4,250.00</b>	<b>5,325.00</b>	<b>-1,075.00</b>
6650 · Accounting			
Jan Nolis	330.00	805.00	-475.00
6650 · Accounting - Other	5,000.00	5,000.00	0.00
<b>Total 6650 · Accounting</b>	<b>5,330.00</b>	<b>5,805.00</b>	<b>-475.00</b>
6280 · Legal Fees	0.00	2,475.00	-2,475.00
<b>Total 6270 · Professional Fees</b>	<b>9,580.00</b>	<b>13,605.00</b>	<b>-4,025.00</b>
6670 · Program Expense			
Water Tower	148.71	0.00	148.71
<b>Total 6670 · Program Expense</b>	<b>148.71</b>	<b>0.00</b>	<b>148.71</b>
Property Taxes			
Stanton Hill 9.64A Town Lot	226.20	234.97	-8.77
96 · Smith Creek Rd	27.96	256.00	-228.04
540 · Stanton Hill	171.19	177.83	-6.64
Spring St	0.26	0.26	0.00
Berry Road (47)	144.26	149.85	-5.59
Carmichael Road	4.47	4.43	0.04

## Tioga County Industrial Development Agency

## Profit &amp; Loss

03/02/21

January through February 2021

Accrual Basis

	Jan - Feb 21	Jan - Feb 20	\$ Change
Smith Creek Road	23.97	24.90	-0.93
Glenmary Drive	10.74	10.49	0.25
Metro Road	8.95	8.74	0.21
<b>Total Property Taxes</b>	<b>618.00</b>	<b>867.47</b>	<b>-249.47</b>
Recording fees	385.50	0.00	385.50
6770 · Supplies	135.18	128.57	6.61
6350 · Travel & Ent	0.00	1,256.84	-1,256.84
<b>Total Expense</b>	<b>51,423.32</b>	<b>116,469.10</b>	<b>-65,045.78</b>
<b>Net Ordinary Income</b>	<b>-22,866.35</b>	<b>-107,137.19</b>	<b>84,270.84</b>
<b>Other Income/Expense</b>			
Other Income			
Interest Income - TSB COVID19	-59.12	0.00	-59.12
<b>Total Other Income</b>	<b>-59.12</b>	<b>0.00</b>	<b>-59.12</b>
<b>Net Other Income</b>	<b>-59.12</b>	<b>0.00</b>	<b>-59.12</b>
<b>Net Income</b>	<b>-22,925.47</b>	<b>-107,137.19</b>	<b>84,211.72</b>

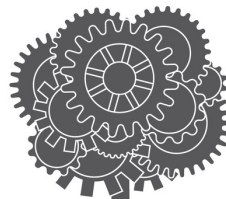
## Tioga County Industrial Development Agency Transaction Detail

February 2021

Type	Date	Num	Name	Memo	Amount
<b>Restricted Cash Accounts</b>					
<b>COVID-19</b>					
Deposit	02/01/2021			Loan pmt	750.00
Deposit	02/08/2021			Loan pmts	588.61
Deposit	02/12/2021			Loan pmt	432.92
Check	02/17/2021	1009	Tioga County Treasurer	COVID-19 Loan C-6-A - Courtview Properties - Full Repayment	-60,000.00
Check	02/17/2021	1010	Tioga County Treasurer	COVID-19 Loan C-3-A - Reilly Brothers Seafood - Full Repayment	-25,000.00
Total COVID-19					-83,228.47
<b>Community- Facade Improvement</b>					
Deposit	02/01/2021			Loan Pmt	250.00
Deposit	02/03/2021			Loan pmt	625.00
Deposit	02/05/2021			Loan pmt	540.73
Deposit	02/17/2021			Loan Bal Paid In Full - Ford	3,570.00
Deposit	02/17/2021			Loan Pmts	678.36
Deposit	02/22/2021			Loan Pmts	423.48
Total Community- Facade Improvement					6,087.57
<b>USDA Funds</b>					
<b>TSB- IRP 2016 (Formerly IRP 4)</b>					
Deposit	02/01/2021			Loan pmts	2,251.95
Deposit	02/01/2021			Loan Pmt	306.00
Deposit	02/05/2021			Loan pmts	2,101.33
Deposit	02/05/2021			Loan pmt	321.55
Deposit	02/08/2021			Loan pmts	660.00
Deposit	02/10/2021			Loan pmt	559.08
Total TSB- IRP 2016 (Formerly IRP 4)					6,199.91
<b>TSB- RBEG</b>					
Deposit	02/05/2021			Loan pmt	809.96
Total TSB- RBEG					809.96
Total USDA Funds					7,009.87
Total Restricted Cash Accounts					-70,131.03
<b>Unrestricted Cash Accounts</b>					
<b>TSB- checking</b>					
Check	02/03/2021	6624	Christine E Curtis	Pay Period: 1/17/21 - 1/30/21	-1,362.21
Check	02/03/2021	6625	LeeAnn Tinney	Jan 2021 Professional Services	-2,125.00
Deposit	02/11/2021			Ag Value Chain Grant Reimbursement	20,000.00
Deposit	02/11/2021			Crown Cork & Seal PILOT & Agency Fee	342,000.00
Check	02/11/2021	X	TSB	Transfer Fee	-15.00
Deposit	02/12/2021			Lease pmt Southern Tier Network	207.06
Transfer	02/12/2021			for CCTC Site Development CDs	300,000.00
Check	02/16/2021	6626	Gannett Central NY Newspaper	Owego Gardens II Construction Bid Advertisement	-148.71
Check	02/16/2021	6627	Dryden Mutual Insurance Company	Special Multi-Peril Policy SMP00013250-07 Term: 2/21/21 - 2/21/22	-10,947.28
Check	02/16/2021	6628	Factual Data	VOID: Inv 1923636 Customer No 837909996	0.00
Check	02/16/2021	6629	Shelter Point Life	Policy # D391876 2021 DBL/PFL Insurance	-44.80
Check	02/17/2021	6630	Christine E Curtis	Pay Period: 1/31/21 - 2/13/21	-1,362.20
Check	02/17/2021	6631	Franklin Templeton	Feb 2021 Simple IRA - C. Curtis	-216.00
Check	02/17/2021	6632	Factual Data	Inv 1923636 Customer No 837909996	-10.65
Deposit	02/22/2021			Lease pmts	724.81
Deposit	02/22/2021			OHRV	3,350.35
Deposit	02/22/2021			Owego gardens II land sale bal due	3,800.00
Check	02/22/2021	6633	TCIDA	Site Development CDs at CCTC	-300,000.00
Transfer	02/23/2021			Crown Cork & Seal 2021 PILOT	-300,000.00
Check	02/26/2021	6634	Tioga County	February Verizon IT Inv 3694	-40.01
Check	02/26/2021	6635	Excellus Health Plan	Feb & Mar 2021 Inv 27499370	-933.30
Check	02/26/2021	6636	Tioga County Clerk	231 Main PILOT release	-375.00
Check	02/26/2021	6637	Christine Curtis	Feb 2021 HSA	-300.00
Check	02/26/2021	6638	Christine Curtis	Refund - TC clerk fee rcpt#1218; bal pd by cash; 231 Main release	-10.50
Check	02/26/2021	6639	KK&P	Ag Value Chain Consultation Invoice 4012	-10,000.00
Total TSB- checking					42,191.56
<b>TSB- general fund</b>					
Transfer	02/12/2021			ICS Withdraw - for CCTC Site Development CDs	300,000.00
Transfer	02/12/2021			for CCTC Site Development CDs	-300,000.00
Total TSB- general fund					0.00
Total Unrestricted Cash Accounts					42,191.56
<b>TOTAL</b>					<b>-27,939.47</b>



# ANNUAL REPORT 2020



**TEAM TIOGA**

*we work for you*



**TIOGA COUNTY ECONOMIC DEVELOPMENT & PLANNING**

RONALD E. DOUGHERTY COUNTY OFFICE BUILDING,  
56 MAIN STREET, OWEGO, NY 13827 / (607) 687-8255  
[WWW.TIOGACOUNTYNY.COM](http://WWW.TIOGACOUNTYNY.COM)



# TEAM TIOGA

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COMMUNITY DEVELOPMENT SPECIALIST

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INDUSTRIAL DEVELOPMENT AGENCY, EXECUTIVE  
ADMINISTRATOR

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LAND BANK DIRECTOR

REBECCA MAFFEI  
DIRECTOR, TIOGA COUNTY TOURISM

LOREEN MALEY  
ASSISTANT DIRECTOR, TIOGA COUNTY TOURISM

## CONTENTS

- MISSION + SERVICES
- STRATEGY
- AWARDS

# OUR MISSION

In over 30 years of operating, we have watched as the world of business has changed drastically. As an industry leader, we have evolved and adapted to the new landscape.

Our mission, however, remains the same: to create jobs to strengthen the economic base of Tioga County; to increase the tax base to benefit Tioga County residents; and to sustain the quality of life to benefit Tioga County residents and attract out-of-county visitors.



## WE WORK FOR YOU

### ED&P services include:

- Industrial retention & attraction
- Small business resource & referral
- Business location siting
- Local approvals assistance & streamlining
- Grantsmanship assistance for businesses & municipalities
- Review of municipal local laws & comprehensive plans
- Municipal technical assistance
- Small business loans
- Commercial revitalization & facade improvements
- Agricultural business loans
- Social media spotlights
- Farm & agricultural development assistance



# STRATEGY

## WE'RE IN THIS TOGETHER

On March 7, 2020 New York State Governor Andrew Cuomo declared a state of emergency with regard to the COVID-19 pandemic health crisis. Across the State, non-essential businesses closed Sunday March 22nd. Since that time, Tioga County and the Southern Tier region have been working toward safely reopening; bringing communities and businesses back while adhering to the guidelines and protocols provided by the State.

## 2020 HIGHLIGHTS

- TEAM Tioga partnered with Tioga County businesses and organizations to secure over \$1.85 million in grant funding.
- Tioga To-Go launched in October of 2020. Led by Tioga County Tourism, in partnership with the Tioga County Chamber of Commerce, the centerpiece of this program is [www.tiogatogo.com](http://www.tiogatogo.com) which features over 50 restaurant menus from all over Tioga County.
- TEAM Tioga assisted more than 600 businesses with COVID-19 impact technical assistance.
- Seven businesses took advantage of the IDA COVID-19 Emergency Relief Loan Program.
- TEAM Tioga developed the state-mandated Tioga County Pandemic Operations Plan with input from all county departments, on behalf of the County Legislature. This plan outlines how Tioga County will address the operations of essential employees and non-essential employees during a possible future state-ordered shutdown due to a communicable disease outbreak.
- The Village of Waverly Planning Board completed their updated Comprehensive Plan with the help of Thoma Development Consultants and Tioga County Economic Development & Planning. The Village Board of Trustees adopted the Plan in December of 2020. With TEAM Tioga assistance, the Village Planning Board is now prioritizing projects for implementation as well as identifying goals and implementation measures that will be important while reviewing projects to be consistent with the Comprehensive Plan.
- The Workforce Development Strategy Implementation Support was launched in July 2020 to understand current collaboration efforts among Tioga County school districts and develop a model that would foster a strongly connected educator system.
- The Land Bank has partnered with Ithaca Neighborhood Housing Services and Tioga Opportunities, Inc. on a proposed residential redevelopment project. This project will include tenant relocation and the construction of an anticipated 40+ residential units and 6 townhomes.

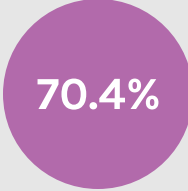
## 2020 BY THE NUMBERS



<b>Land Bank Properties</b>	<b>Secured Grant Funding</b>	<b>Active Grants</b>
<b>13</b>	<b>\$1.85 million</b>	<b>19</b>

<b>Homes participated in Light Up Tioga</b>	<b>Businesses/organizations assisted as part of COVID-19 outreach</b>	<b>FB Followers Increase</b>
<b>60</b>	<b>600+</b>	<b>290</b>

<b>Foundations Coalition Emergency Funds Distributed</b>	<b>Businesses Responded to TEAM Tioga COVID-19 survey</b>	<b>Tioga County Economic Recovery Advisory Council Members</b>
<b>\$73,310</b>	<b>336</b>	<b>28</b>



## 2020 CENSUS

Tioga County achieved a 70.4% self-response rate, the highest among rural counties in NYS. Thank you to the members of Tioga County's Complete Count Committee for all your hard work. A co-branded, multi-media outreach campaign was funded in part by Committee members and by a grant from NYS Empire State Development.

# STRATEGIC ECONOMIC RECOVERY PLAN

**PURPOSE:** to create an action plan to position Tioga County for success in the future economy.

TEAM Tioga and the Tioga County Economic Recovery Advisory Council created the County's Strategic Economic Recovery Plan, which involved nine committees and numerous volunteers. By the end of 2020, implementation of the Plan had already commenced.

## 5 COMMON THEMES

HOUSING

CHILDCARE

BROADBAND / INTERNET CONNECTION

MARKETING / PROMOTION

WORKFORCE RETENTION



### Agriculture Decision Criteria

- Actions must address or contribute to a secure community food system.



### Hospitality and Retail Businesses Decision Criteria

- Attract an increase in customers and visitors to hospitality and retail businesses throughout the County.
- Enhance customer experience.
- Benefit all hospitality and retail businesses.



### Technology Decision Criteria

- Provide 100% of addresses in Tioga County with robust, high-speed broadband and internet coverage.



### Schools Decision Criteria

- 2020-2021 seniors will matriculate through graduation.
- Meet vocational needs through more in-house programs.
- Maintain open schools; maintain school work force.



### Private Business Decision Criteria

- Increase private business resiliency to withstand pandemic closures without impacts.
- Ensure our businesses survive and thrive.



### Human Services Decision Criteria

- Protect the health and safety of Tioga County residents by maintaining spread of the COVID-19 daily infection rate to 1% or less.
- Identify new and underserved mental health services consumers.
- Connect job seekers with long-term, meaningful employment.
- Outreach and communicate to ensure county residents have access to services in order to maintain family and community economic security during pandemic.
- Build our non-profit organization's capacity to serve as many of those in need as possible.



### Real Estate Trends Decision Criteria

- Improve appeal of both residential and industrial/commercial properties so we have inventory that is ready to move.
- Keep small businesses open.
- Work to make landlords solvent.



### Nonprofit Organizations Decision Criteria

- Assist NPO's to becoming pandemic proof.
- Transform our NPO's to "business" models that operate sustainably.



### Workforce Development Decision Criteria

- Connect job seekers with meaningful long-term, local employment.
- Actions should be consistent with the career pipeline strategy outlined in the Tioga County Workforce Strategy.
- Help youth obtain long-term career opportunities versus short-term employment.
- Create an environment that allows businesses to be more resilient.

## IMPLEMENTATION

TEAM Tioga has facilitated implementation of these strategic actions in partnership with the respective Committee or Work Group members. Progress on the identified strategic actions has been tracked and Committee and Work Group members have been updating the Tioga Economic Recovery Advisory Council on accomplishments at bi-monthly meetings.

## LAND BANK (TCPDC)



The Land Bank has focused on the conversion of 13 properties into productive use in Tioga County. 1 property in Owego was acquired in 2020; this is in addition to the 12 properties acquired in 2019.

### Waverly

- 7 properties were demolished, and sold to private buyers
- 2 properties were sold to a local developer for rehabilitation.
  - o Rehabilitation of 207 Howard Street has been completed and was sold as affordable housing.
  - o Rehabilitation of 35 Lincoln Street is commencing.

### Owego

- 3 properties are slated for a residential redevelopment project in Owego.
- 1 property is slated for a Side Lot Program.

- In addition to the initial \$500,000 funding awarded by Enterprise Community Partners in 2019, \$560,000 was approved in 2020. Work will include the acquisition of 11 additional properties and the demolition of 8 residential structures plus a garage and a barn in the Liberty St and Temple St areas in Owego. This site will make way for a proposed residential redevelopment project in partnership with Ithaca Neighborhood Housing Services for construction of an anticipated 40+ residential units and 6 townhomes. A Tenant Relocation Plan and Agreement has been executed between Tioga Opportunities, Inc. INHS and TCPDC to relocate tenants from 13 units in redevelopment area.
- A Modified Administrative Services Agreement between TCPDC and Tioga County through the Tioga County Economic Development & Planning Office was approved. This agreement extends this partnership through June 2021.
- A 2020 New York Main Street Downtown Anchor Program application for Village of Candor downtown area including 80, 82 and 84 Main Street, Candor, NY was prepared in 2020. This request was \$500,000 for interior and exterior renovations. The awards are expected to be announced in early 2021.
- Work continues on the rehabilitation of 358 Broad St in Waverly, including exterior and interior renovations of commercial space on the first and second floors, and apartments on the third floor. This project was awarded a \$1 million dollar Restore NY grant from Empire State Development in 2018.

## PLANNING + ZONING 239M REFERRALS

The Tioga County Planning Board received 19 referrals from various municipalities throughout the County for recommendation on development projects. Of note was the Town of Richford's first commercial plaza in several decades, plus continued interest in small-scale community distributed generation solar projects in the Town of Tioga and Town of Owego. Also of note were a number of proposals for small business expansion in the Village of Owego.

- Municipal Code Enforcement Shared Services Study – Center for Governmental Research completed the study in summer 2020 and it was accepted by the Mayors and Supervisors. We are moving on to implementation by applying to local grant sources to fund a standard, shared building code and inspection fee schedule to be used by all 15 municipalities in Tioga County.
- Martha Lyon of Lyon Landscape Architecture completed the Cultural Landscape report for the Village of Owego's Evergreen Cemetery, which was funded by the Preservation League of NYS, with grant writing assistance from TEAM Tioga. The newly formed Friends of Evergreen Cemetery 501c3 corporation is prioritizing the very practical and important recommendations, and implementing those actions that can be accomplished with volunteers.
- TEAM Tioga worked with a team from NYS DOH and Tioga County Department of Public Health to test and assess private water wells in Richford's hamlet area for contamination. Test results came back with a majority of the tested wells having some kind of environmental contamination. The team then prepared and presented two workshops for residents to educate them on how to maintain private water wells and septic systems.
- TEAM Tioga is participating in a regional project lead by ST8 to develop a web-based marketing campaign for Tioga County's federal Opportunity Zone area. This resource will be hosted by ST8's web portal. The consultant, The Opportunity Exchange, is building this OZ web marketing tool with our data input, and will also assist us with methods and connections to attract appropriate outside investors to fund our various projects. Stakeholders in this project include TEAM Tioga, TC Tourism, TC Chamber of Commerce, CCE of Tioga, TC REAP, TC Property Development Corporation, and Tioga Opportunities.



## AGRICULTURAL DEVELOPMENT

- The annual agricultural district enrollment period, the designated period where land owners may add land to any of the county's three agricultural districts, saw the addition of 110 acres of farmland into the North Tioga Agricultural District.
- Both the Owego Nichols and Spencer Agricultural Districts underwent their 8-year Agricultural District Review in 2020. During this time, agricultural land owners have the opportunity to add or remove land from their respective district. Extensive outreach, including surveys, landowner consultation, and public commenting, was conducted to understand the agricultural landscape of the county. As a result of this review, over 1,200 acres were added to the Owego Nichols Agricultural District, and over 3,100 acres were added to the Spencer Agricultural District.
- In July 2020, TEAM Tioga was awarded a USDA Rural Business Development Grant in the amount of \$69,945 to define Tioga County's Agricultural Value Chain. TEAM Tioga retained the consulting firm Karen Karp & Partners in order to conduct farmer and buyer interviews, and use the information gathered from these interviews to develop strategies that will expand marketing opportunities for Tioga County farmers. Engaging stakeholders from various different agricultural sectors, this study will work to grow Tioga County's already strong agricultural environment. The work for this study will culminate in the spring of 2021.
- Working in partnership with the Small Business Development Center, TEAM Tioga was able to help a young couple purchase a 52 acre farm that had been out of production for many years. The department helped the beginning farmers leverage funds from the Southern Tier Regional Economic Development Council in order for them to purchase the farm and start their business.
- As community distributed generation solar projects and proposals are ever increasing in Tioga County, and because developers target mostly vacant agricultural land to locate these projects, TEAM Tioga developed an ArcGIS on-line mapping application resource that organizations and the public can use to see the projects by specific attributes, as well as NYSEG electric grid and various agricultural layers so they can see and assess the impact these solar projects are having on Tioga County's agricultural assets.

## INDUSTRIAL DEVELOPMENT AGENCY

- Completion of Water/Sewer Utility extension to V&S New York Galvanizing funded by an Empire State Development Capital Grant.
- Awarded USDA Broadband Study Grant; study completed.
- Administered Tioga County COVID-19 Emergency Relief Loan Program, assisted TEAM Tioga with COVID-19 response efforts, participated on Tioga County Economic Recovery Advisory Council.
- Owego Gardens II, a 93 unit residential facility, commenced construction December 2020, supported by an IDA PILOT and IDA administration of an Empire State Development Grant for water tank construction. Overall investment by developer is \$24 million+.
- Conducted diligent oversight of PILOT Projects' number of employees, sales tax exemption benefits, and mortgage tax exemption benefits.
- Administered Waverly Trade Center Grant disbursements.
- Administered Upstate Shredding Grant disbursements.
- Applied for FEMA Grant to assist with Monkey Run creek stabilization; award notice pending.
- Conducted IRP Loan Site visits as required by USDA; verified employment numbers for loan recipients.



## TOURISM

Tioga County Tourism (TCT) pivoted from the 2020 marketing plan in response to the Covid-19 pandemic, shifting from promoting visitation to a wide audience to Shopping Local. Tourism also worked with TEAM Tioga to support tourism businesses with resources so they could adjust to new visitor habits and state regulations. As the pandemic response stabilized somewhat, TCT heavily promoted outdoor activities, shopping small, online shopping and ordering, virtual events, outdoor dining and take-out, as well as promoting the area as a rural, quaint and safe place to visit overnight. Despite the outside factors affecting the travel and tourism industry, website visits were up by 5% and social media engagement increased by roughly 10% from 2019. Also of note:

- Tioga To-Go launched in October of 2020 in response to the change in weather and the popularity of take-out. Led by TCT in partnership with the Tioga County Chamber of Commerce, the centerpiece of this program is [www.tiogatogo.com](http://www.tiogatogo.com) which features over 50 restaurant menus from all over Tioga County. Approximately 200 people visit the site each month. The website is promoted through the Tioga To-Go Facebook page which features daily specials, updates and contests and has over 500 followers.
- Accommodation Digital Ad Campaign: This campaign ran from October until December and featured Tioga County inns, bed & breakfasts, riverside hotels and Tioga Downs Casino. This campaign garnered over 290,000 impressions and over 400 click-throughs to the lodging page of [www.experiencetioga.com](http://www.experiencetioga.com).
- TCT organized Light Up Tioga to promote holiday displays around Tioga County as a safe, family event. TCT created digital and hard-copy maps of over 60 homes, businesses and neighborhoods with light displays and marketed it through a Facebook event that reached over 11,000 people and received engagement from 309 people. Over 80 people voted for their favorite displays on [www.experiencetioga.com](http://www.experiencetioga.com).
- TEAM Tioga funded the development of a web-based virtual tour of Evergreen Cemetery, developed by Small Town 360 that can be accessed on [www.experiencetioga.com](http://www.experiencetioga.com) and is promoted by TCT.



## COMMUNITY DEVELOPMENT

- In response to the COVID-19 pandemic, TEAM Tioga worked with the Tioga County Foundations Coalition to establish the Tioga County Foundations Coalition Emergency Fund, a funder collaborative that provided support for organizations working with individuals and families most negatively affected by COVID-19. \$73,310.00 was quickly and efficiently distributed to 11 essential nonprofit organizations in Tioga County.
- Nichols Park, located in the Village of Spencer, was successfully nominated to The National Register of Historic Places.
- TEAM Tioga partnered with the Tioga County Department of Social Services (D.S.S.), Family Enrichment Network (FEN), and all six county-wide school districts to distribute a Childcare Needs Assessment survey. The survey was focused primarily on gathering data for immediate response post-COVID. Significant gaps in the availability of childcare and remote work policies were identified. The results also highlighted the benefits of proactively implementing remote work policies. TEAM Tioga, together with D.S.S. and FEN, have identified both immediate and longer-term strategic actions, and have initiated implementation of these actions. Establishment of a Childcare Task Force is a critical next step.
- The Tioga County Rural Economic Area Partnership LDC (REAP) continued its work on a Strategic Action Plan with the Rural Economic Development Innovation (REDI) initiative. Of the strategies and sectors identified, county stakeholders determined four areas to focus on over the next 3-5 years. These strategic areas are opportunities to build on community strengths.
- With feedback from participating nonprofit organizations, began work to restructure the Tioga County Nonprofit Network to the benefit of regional nonprofit organizations.



# WORKFORCE DEVELOPMENT PIPELINE STRATEGY

In recognizing the importance of workforce development to industries' continued viability and economic growth, TEAM Tioga initiated the development of the 2020-2025 Tioga County Workforce Development Strategy. The Strategy, which was completed in mid-2020, was action-oriented and implementation-driven to connect school districts, higher learning institutions, local employers, and major employers across the region to enable a highly qualified and skilled workforce pipeline.

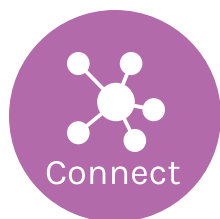
Four distinct themes emerged from the Strategy. They are collectively termed the '4-C's of Workforce Development' and are illustrated below.



## **Create – Augment the Training & Skills Development Ecosystem**

·TEAM Tioga assisted the Owego-Apalachin Central School District (OACSD) in applying for and securing funding through the NYS Workforce Development Initiative (WDI) Underemployed Worker Training (UWT) program. This \$200,000 award will allow OACSD to expand their cooperative learning program with area employers, and will result in the training of 25 students for positions in manufacturing, including; tool and die makers and CNC programmers and operators.

· TEAM Tioga is in the process of securing funding over a three year period for a Workforce Liaison position that will act as a facilitator between Tioga County school districts, post-secondary institutions and local and regional industry leaders to assist in successfully building career pathways for students that link directly to local businesses, and will also facilitate the creation and management of a Talent Supply Table to enable knowledge exchange and dialog to explore how the industry and education sectors may work more collaboratively, share resources and support talent development. It is intended that the position will become sustainable via public/private partnership after this three year period.



## **Connect – Enhance Partnerships and Collaboration Between and Among Stakeholders**

· The Workforce Development Strategy Implementation Support was launched in July 2020 to understand current collaboration efforts among school districts and develop a model that would foster a strongly connected educator system with increased partnerships among all school districts and education partners. The model was envisioned to have a regional focus. All six school districts and BOCES collaborate to share best practices, programs, and services, support talent development and employer engagement across the region.

· To establish a platform for such collaboration, the Talent Supply Table (TST) was introduced. The TST is a collaborative model that ensures workforce development efforts are well aligned and maximized for the greatest return on investment. It stipulates the need for enhanced partnerships between and among school districts and academia and with the business community and other intermediary groups that support workforce development and labor market planning.



## **Clarify – Reflect Tioga County's Sector and Employers**

- Partnered with the Broome-Tioga Talent Task Force to develop a business resource guide that assists businesses with human resources management, recruitment and retention, talent attraction, and access to information on grants, support programs.



## **Celebrate – Facilitate a Common Marketing Effort for Tioga County**

· One of the priority actions included in the Strategy is the development of a centralized recruitment tool and website, which will assist local businesses and realtors in their talent recruitment and attraction efforts, and will be a clearing house of information to promote quality of life in the County. TEAM Tioga is in the process of applying to the USDA Rural Business Development Grant (RBDG) program to assist with the implementation of this strategic action.

# DOWNTOWN REVITALIZATION INITIATIVE PROGRESS

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On March 7, 2020 New York State Governor Andrew Cuomo declared a state of emergency with regard to the COVID-19 pandemic health crisis. Across the State, non-essential businesses closed Sunday March 22nd, when Governor Cuomo announced the “New York State on PAUSE” executive order, a 10-point policy to assure uniform safety for everyone.

New York State allowed non-essential businesses to reopen on a regional and industry specific basis, as each region met the criteria necessary to protect public health. The State’s plan focused on getting New Yorkers back to work- without triggering renewed spread of the COVID-19 virus or overwhelming the local hospital systems and medical community.

New York State has not provided notification that D.R.I. funding has been impacted. However, this unprecedented challenge has had a direct impact on the businesses and organizations selected for grant funding. Increased supply costs, contract delays, limitations to in-person site visits, financial consequences of business closures, postponed fundraising efforts, etc. have resulted in necessary changes made to the scope, timeline, and budgets of several projects.

## PROJECT SPOTLIGHTS

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### **Coburn Free Library**

Work is nearly complete on the newly constructed 1,200-square-foot annex on the Coburn Free Library. Incorporated in the addition are an elevator shaft and system, expanded reading room space, and handicap-accessible restrooms. This \$974,500 project received \$300,000 in DRI investment, and will enhance the library’s role to serve the educational needs in the community, as well as to provide ease of access to people with disabilities and mobility issues, elderly patrons, young families with strollers, and community organizations needing wheelchair accessible meeting space.



### **Main Street Rehabilitation Project**

The Main Street Rehabilitation project received \$123,429 in DRI investment in order to complete a full renovation of the building located at 167-169 Main Street. This \$1.2 million dollar project, a portion of which was funded by a 2018 \$875,000 Restore NY grant from Empire State Development, will create 8 new residential units and 2 commercial spaces, and includes extensive exterior façade renovations to a formerly blighted and vacant building located at one of the most visible intersections in the Village. It is anticipated that construction will be complete by May 2021.



### **Upcoming Project – Shear Paradise**

This project will renovate and expand a mixed-use building located at 127 McMaster Street in the Village of Owego. The project includes the renovation of the existing structure and the new construction of a 1,400-square-foot addition, to house the relocated Shear Paradise salon, and will allow this locally owned Owego business to expand operations to include the establishment of a spa. Construction is slated to begin on this project in the Spring.

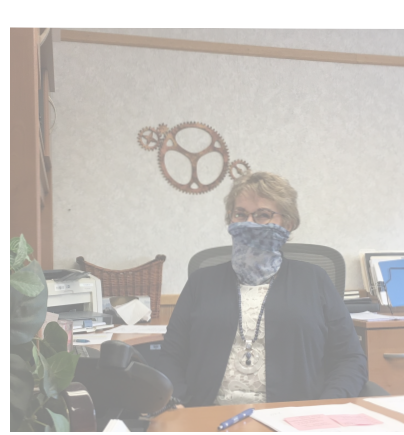
# \$1.85 MILLION GRANT AWARDS

- \$560,000 from Enterprise Community Partners - Land Bank
- \$50,000 State & Municipal Facilities Capital Program for highway equipment via Assemblyman Friend's Office - Town of Richford
- \$69,945 from USDA RBDG for Ag Value Chain Study - IDA
- \$65,397 from USDA RBDG for Multi-county Broadband Study - IDA
- \$52,512 - New York State Snowmobile Trail Grant - Tioga County
- \$20,000 from the Mildred Faulkner Truman Foundation for Waverly Glen Park - Village of Waverly
- \$25,000 reallocated from Tioga Downs for 2020 Workforce Development Plan - REAP
- \$232,500 Empire State Development Capital Grant for Tioga County IDA - Weitsman Shredding Capital
- \$461,936 Empire State Development Capital Grant for Tioga County IDA - Waverly Trade Center
- Technical assistance grant - Cornell University Design Connect in support of Art Park - Village of Owego
- \$36,440 from NYS Empire State Development for 2020 Census Outreach
- \$200,000 from NYS Workforce Development Initiative (WDI) Underemployed Worker Training (UWT) program for Owego Apalachin CSD
- \$73,310 from the Tioga County Foundations Coalition for COVID-19 relief efforts



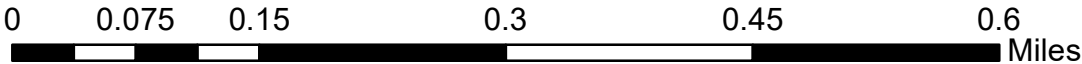
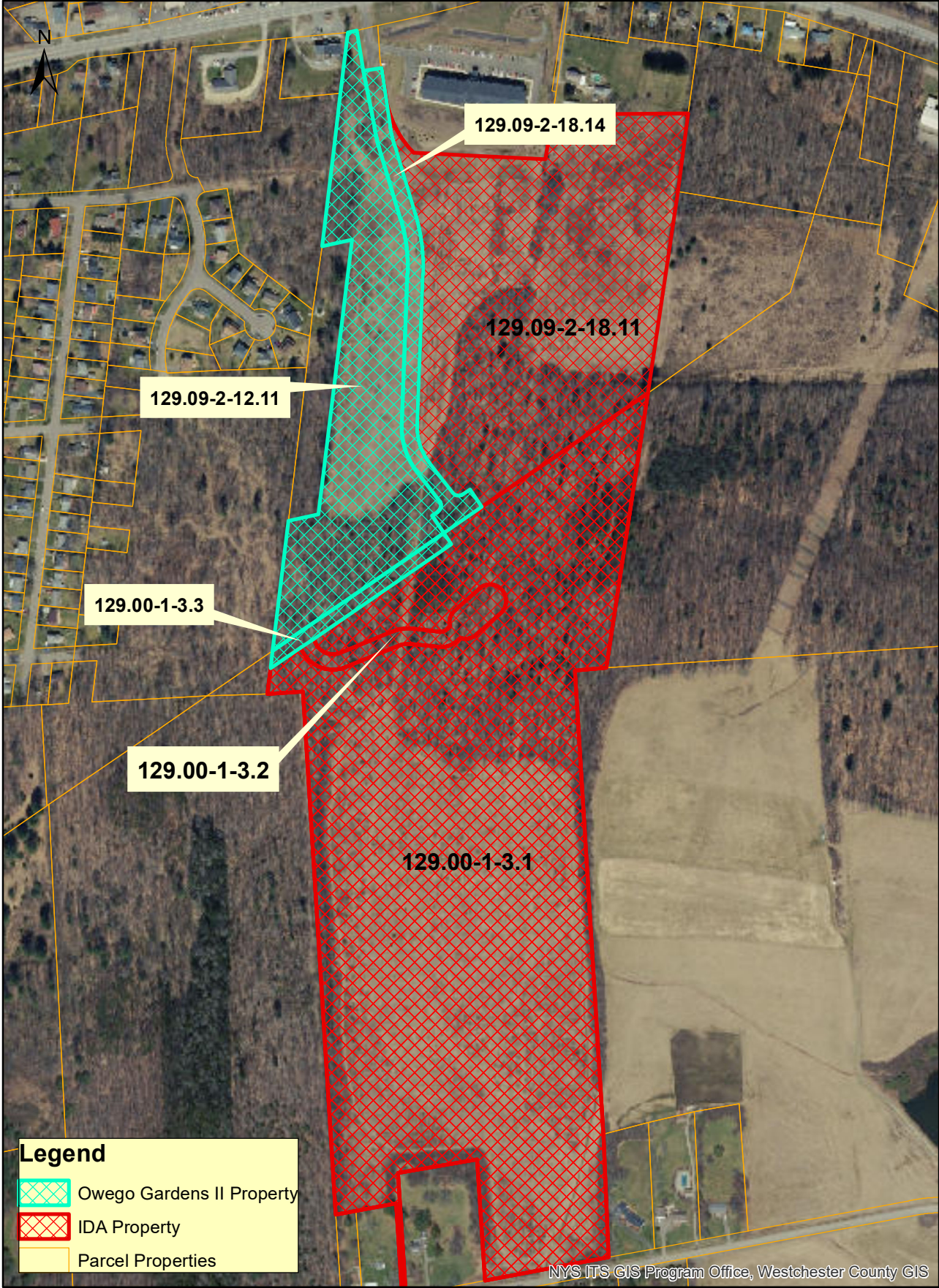
## BOARDS & COMMITTEES

- Broome Tioga Talent Task Force
- Southern Tier Regional Economic Development Council (STREDC)
- STREDC Workforce Development Work Group
- STREDC Advanced Manufacturers Work Group
- STREDC Loan Committee
- Southern Tier 8 Regional Board (STERPDB)
- ST8 Regional Planners Committee
- Broome Tioga Workforce Development Board
- Tioga County Chamber of Commerce
- Southern Tier 8 CED's Committee
- Southern Tier Network Broadband Coalition
- Valley Economic Development Association
- Waverly Business Association
- Finger Lakes Wine Country Tourism Marketing Association
- Binghamton Metropolitan Transportation Study Planning Committee
- NYS Association of County Planning Directors
- NYS Region 7 Open Space Committee
- Tioga County Rural Economic Area Partnership (REAP)
- Susquehanna Heritage Area Commission
- Tioga County Local Development Corporation
- Tioga Women Lead
- Tioga County Agricultural & Farmland Protection Board
- Tioga County Agricultural Resource Group
- ITCS Steering Committee
- Tioga County Property Development Corporation
- Tioga Business Services Team
- Tioga Housing Partnership Coalition
- Tioga County Non Profit Network
- Tioga County Foundations Coalition
- United Way Impact Council Review Panel
- Community Foundation for South Central NY Grant Review Panel
- Tioga County Women's Suffrage Committee



# Owego Gardens II Site

## IDA Ownded Property & Owego Gardens II Owned Property



FREELANCE SOCIAL  
MEDIA MANAGER  
**PROJECT  
PROPOSAL**



**TEAM  
TIOGA**

Social Networks



**PROPOSED  
BY BIZILIFE LLC**

# PROJECT OVERVIEW

BIZILIFE LLC

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BiziLife LLC is a Binghamton, NY based marketing company owned and operated by Kathryn Fletcher.

Kathryn has been helping organizations navigate the ever changing social media landscape since 2009. She currently manages a variety of online marketing efforts for BiziLife LLC clients including developing and maintaining websites, executing e-mail marketing campaigns, managing social media channels, and implementing digital advertising campaigns.

## GROW, ENGAGE & CONNECT

Kathryn continues to fulfill social media related tasks for a local advertising agency where she previously spent three years working full-time as the Director of Digital Marketing.



Many organizations have trusted Kathryn to manage and grow their social media accounts for over five consecutive years including the Binghamton Philharmonic, The Discovery Center of the Southern Tier, Gary's U-Pull It, Gwen Inc., Horseheads Pick-A-Part, and Van Cott Jewelers.

BiziLife LLC is well-suited to assist TEAM Tioga in reaching its goals of expanding awareness, communicating important information, and conducting targeted outreach.

# PROJECT PRICING

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## OVERVIEW

BiziLife LLC will provide a professional presence for TEAM Tioga on Facebook and Instagram, communicating project updates and information to relevant audiences, and engaging with users to show public support of Tioga County businesses and organizations.

Our team will conceptualize and implement strategies to help TEAM Tioga reach and consistently engage its target audiences.

## ONE TIME SET-UP

Introduction call with representative from TEAM Tioga to collect information, discuss strategy, and begin outlining an editorial calendar

Review social media accounts and gain admin access

**\$250**

## SOCIAL MEDIA MANAGEMENT

TEAM Tioga Facebook & Instagram Management

- publish minimum of 8 posts per platform
- regularly engage with social media users and their content
- monitor social engagement
- provide monthly performance report

**\$500/MONTH**



# WORK EXAMPLE #1

## THE DISCOVERY CENTER READ-A-THON

Our team assisted The Discovery Center execute their first ever virtual read-a-thon in July 2020, raising over \$20,000.

### Created Event Website

- Designed all event graphics
- Registration info webpage: [thediscoverycenter.org/read-a-thon-register](https://thediscoverycenter.org/read-a-thon-register)
- Event webpage: [thediscoverycenter.org/the-discovery-center-read-a-thon](https://thediscoverycenter.org/the-discovery-center-read-a-thon)
- Calendar webpage: [thediscoverycenter.org/event/virtual-read-a-thon](https://thediscoverycenter.org/event/virtual-read-a-thon)

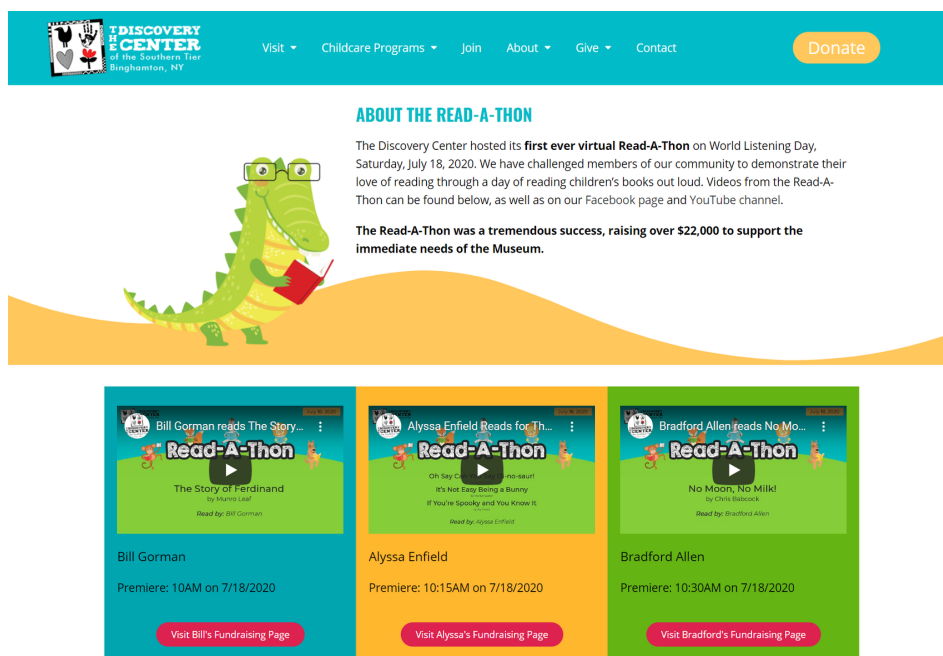
### Created All Content for Facebook and Instagram

- Set up Facebook event page: [facebook.com/events/296388635101650](https://facebook.com/events/296388635101650)
- Published posts and stories promoting event
- Premiered over 40 Live videos

### Managed All Content for YouTube

- Event Playlist: [youtube.com/playlist?list=PLbXlali5OCCYo8nftD5ijJ3kiAr1-8LH\\_](https://youtube.com/playlist?list=PLbXlali5OCCYo8nftD5ijJ3kiAr1-8LH_)
- Premiered over 40 Live videos

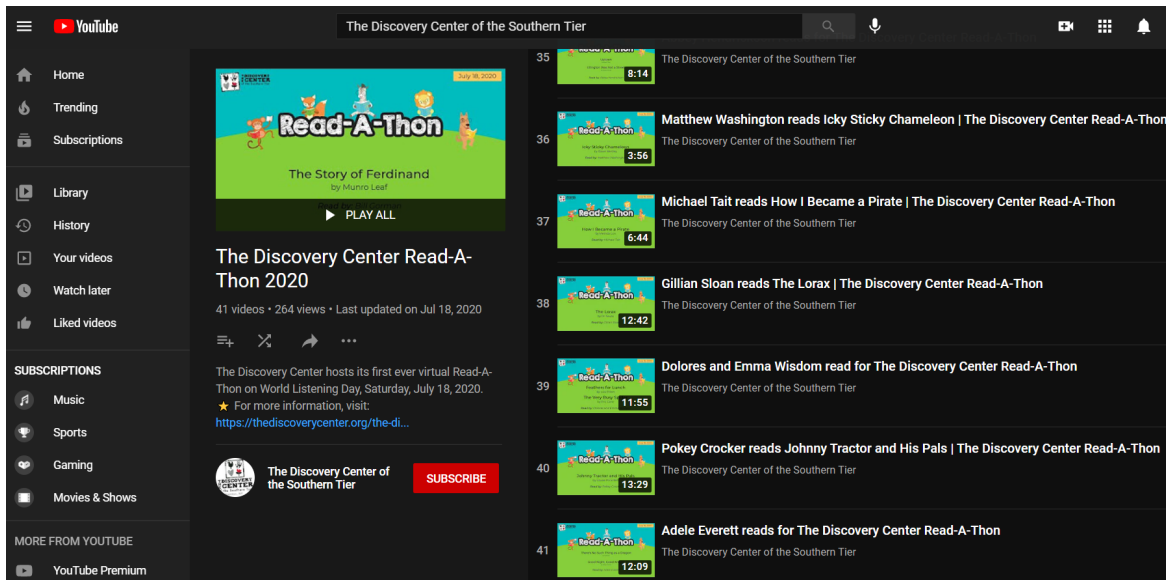
## EVENT WEBPAGE



# WORK EXAMPLE #1

## THE DISCOVERY CENTER READ-A-THON

### YOUTUBE PLAYLIST



### INSTAGRAM POST



### FACEBOOK POST



# WORK EXAMPLE #2

## BINGHAMTON PHILHARMONIC MAC & CHEESE FEST

Kathryn has managed the marketing efforts of Binghamton's Mac & Cheese Fest since its inaugural year. Like most other years, the 6th Annual Mac & Cheese Fest sold out prior to the event using only social media.

### Conceptualized and Executed Ticket Giveaway

- Set up and managed contest on Woobox platform
- Collected over 1,000 new email subscribers

### Published All Posts and Facebook Ads

- Set up Facebook event page: [facebook.com/events/3020723138029429](https://www.facebook.com/events/3020723138029429).
- Published posts and stories promoting event
- Used less than 70% of allotted advertising budget to sell out all available tickets



### FACEBOOK POST


### SPONSORED FACEBOOK AD



# WORK EXAMPLE #2

## BINGHAMTON PHILHARMONIC MAC & CHEESE FEST

### CONTEST LANDING PAGE



### Mask & Cheese Giveaway

Submit the form below for your chance to win a pair of tickets to our 6th Annual Mac & Cheese Fest AND 2 BPO masks!

Two winners will enjoy a night of mouth-watering, deliciously cheesy dishes prepared by participating restaurants. Mac & Cheese will be delivered right to your vehicle between 5:30pm - 7:30pm at the Broome County Forum in Downtown Binghamton on Thursday, February 18, 2021. Tickets include sample mac and cheese from 12 of your favorite local restaurants, access to online voting, and a menu detailing each restaurant's cheesy offering!

[Learn more at bingmacfest.com](http://bingmacfest.com)

Entries must be submitted by Wednesday, February 10, 2021 at 9AM EST. Winners will be contacted via e-mail.

Your Name

First Name	Last Name
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Email Address

Leave this box checked to receive e-mail announcements about news and special events from the Binghamton Philharmonic!

# WORK EXAMPLE #3

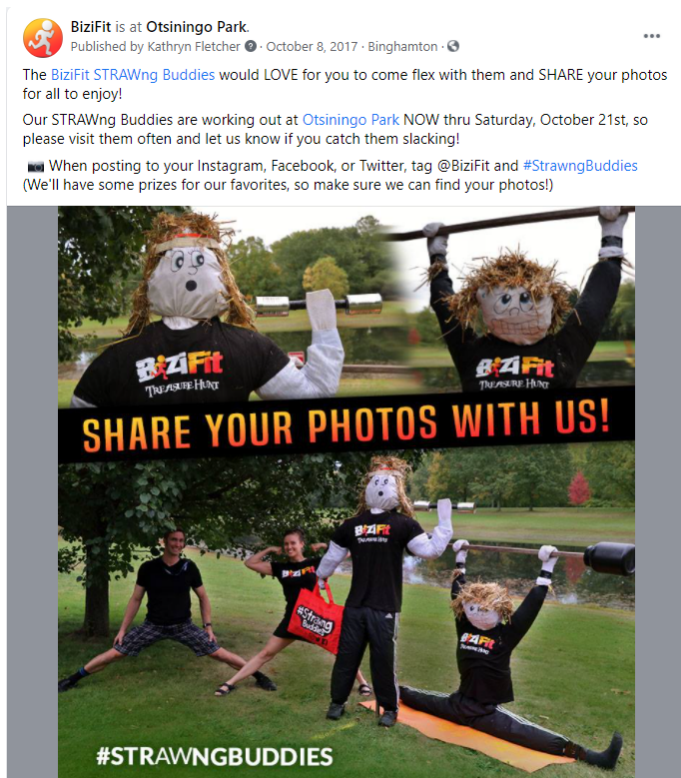
## BIZIFIT MARKETING

Our team created ALL marketing content for BiziFit including website, graphics, photos, and videos.

### Managed 3 Primary Social Channels

- Facebook Page: [facebook.com/BiziFit](https://facebook.com/BiziFit)
- Instagram Account: [instagram.com/bizifit](https://instagram.com/bizifit)
- YouTube Channel: [youtube.com/bizifit](https://youtube.com/bizifit)

### FACEBOOK POST



### INSTAGRAM POST



# WORK EXAMPLE #3

## BIZIFIT MARKETING

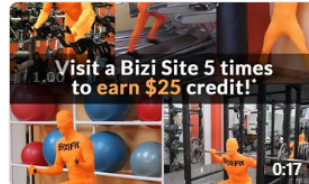
### VIDEOS ON FACEBOOK



**TRYoga with Bizifit**  
3 years ago · 3.3K Views  
👍❤️ 21



**Bizi Dude fueling up at Food & Fire**  
3 years ago · 4.8K Views  
👍❤️😋 19



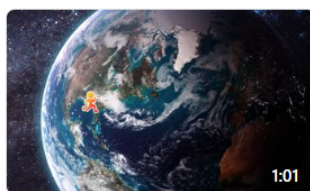
**Take the 5 for \$25 Challenge!**  
3 years ago · 1.3K Views  
👍 12



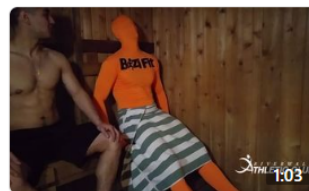
**Pin the Tail on the Rumble Pony**  
3 years ago · 2.6K Views  
👍😄❤️ 16



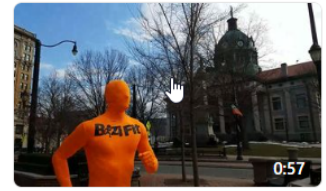
**Follow the Map to Treasure Island!**  
3 years ago · 6.1K Views  
👍❤️ 26



**Bizifit Treasure Hunt: May 5, 2017**  
3 years ago · 1.2K Views  
👍❤️ 13



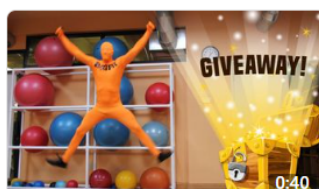
**Welcoming the Riverwalk Athletic Club to Bizifit**  
3 years ago · 7.6K Views  
👍❤️😄 60



**Bizifit Treasure Hunt - 2017 Teaser**  
3 years ago · 7.7K Views  
👍😄❤️ 66



**Bizi Dude vs. Rowdy the Rumble Pony**  
3 years ago · 2.3K Views  
👍😄❤️ 30



**Bizifit Treasure Hunt Preview**  
3 years ago · 493 Views  
👍❤️ 16



**Bizifit Valentine's Giveaway**  
4 years ago · 2.9K Views  
👍 9

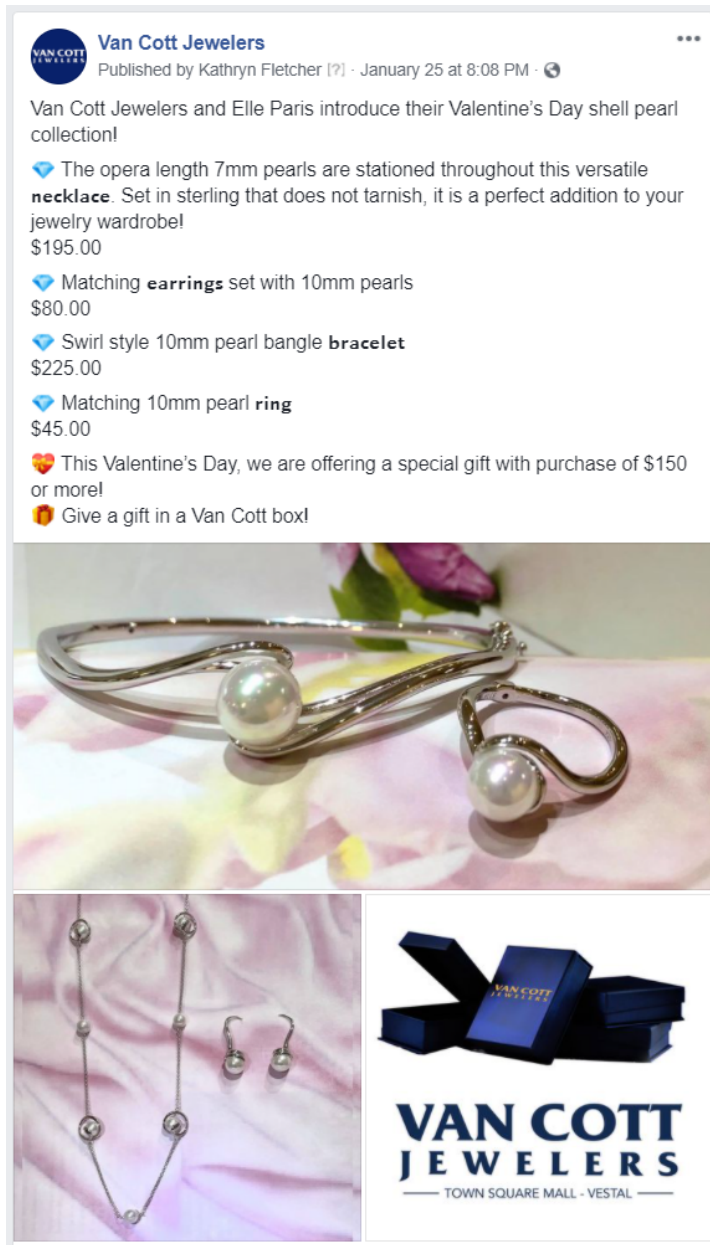


**Introducing Greater Binghamton's Multi-Site Fitness Pass!**  
4 years ago · 3.3K Views  
👍❤️😄 109

# WORK EXAMPLES #4-5

## SOCIAL MEDIA POSTS

### FACEBOOK POST






**Van Cott Jewelers**  
Published by Kathryn Fletcher [?] · January 25 at 8:08 PM · 🌐

Van Cott Jewelers and Elle Paris introduce their Valentine's Day shell pearl collection!

- 💎 The opera length 7mm pearls are stationed throughout this versatile **necklace**. Set in sterling that does not tarnish, it is a perfect addition to your jewelry wardrobe!  
\$195.00
- 💎 Matching **earrings** set with 10mm pearls  
\$80.00
- 💎 Swirl style 10mm pearl bangle **bracelet**  
\$225.00
- 💎 Matching 10mm pearl **ring**  
\$45.00

💖 This Valentine's Day, we are offering a special gift with purchase of \$150 or more!  
📦 Give a gift in a Van Cott box!



### INSTAGRAM POST



**vancottjewelers**  
Walmart Vestal



19 likes


vancottjewelers We were pleased to donate 80 turkeys to @catholiccharitiesbroomecounty today!

We encourage our community to please donate and give back this holiday season, as more people than ever are in need of food!

# WORK EXAMPLES #6-7


## SOCIAL MEDIA POSTS

### FACEBOOK POST

 **Horseheads Pick A Part**  
Published by Kathryn Fletcher [?] · February 10 at 8:02 AM · 🌐

Show your car some love this weekend by fixing those broken parts! ❤️  
★ Enjoy **30% OFF** transfer cases & axle assemblies this Friday (2/12), Saturday (2/13), and Monday (2/15)!

🔧 You pull the parts OR we pull the parts with our Parts Retriever Service!  
🔍 Use our website to search through our yard's entire inventory to find the make/model you need! Updated daily.  
🔔 Sign up for our Pit Crew to be notified (via text, email, or both!) when a specific vehicle you're looking for has arrived in the yard!



Horseheads Pick A Part  
Automotive Parts Store [Learn More](#)

### FACEBOOK POST

 **Gary's U-Pull It**  
Published by Kathryn Fletcher [?] · December 2, 2020 · 🌐

**SHOP AND SAVE** on parts at Gary's U-Pull It!  
★ **30% OFF** wheels and tires this weekend, December 4, 5, & 7!  
**GET CASH** for your unwanted vehicles!  
👉 You bring them in, or we'll pick them up.



Gary's U-Pull It  
Automotive Parts Store [Learn More](#)



# WORK EXAMPLES #8-9

## SOCIAL MEDIA POSTS

## SPONSORED FACEBOOK AD

**Gwen, Inc.**  
Published by Kathryn Fletcher · June 9, 2020 · 🌐

Join the Gwen Inc. team for a **FREE** work session via Zoom on Wednesday, June 17th!

Participants will:

- ★ Discuss the factors that lead to a low trust environment
- ★ Examine the behaviors of a high trust culture
- ★ Identify specific strategic priorities to create a high trust environment
- ★ Discuss methods used to maintain a high trust environment to increase your company's productivity

📅 Registration is free, but required by 5pm EST Friday, June 12, 2020.

*- Gwen, Inc. -*  
*--Webinars*

**TRUST AS A STRATEGIC BUSINESS RESOURCE**

Wednesday, June 17, 2020 at 1pm ET

  
Gwen Webber-McLeod

  
Judi Dixon

  
Kathy Adams

  
Caeresa Richardson

GWENINC.COM

**Trust as a Strategic Business Resource **FREE** Webinar**

Jun 19, 2020 1 PM EDT · Gwen, Inc.


[Get Tickets](#)


## SPONSORED FACEBOOK AD

**The Discovery Center of the Southern Tier**  
Published by Kathryn Fletcher · August 31, 2020 · 🌐

Looking for childcare this Fall?

- ★ Children from ANY area school district between the ages of 5-12 are welcome to attend our full-day program Monday – Friday 8AM – 6PM!
- ★ Our preschool is OPEN to children ages 3 and 4. Half-day and full-day options are available.

  
**Full-Day School Age Childcare**  
Beginning 9/8/2020 [Learn More](#)

  
**Preschool**  
Beginning 9/14/2020 [Learn More](#)

## CONSENT AND ESTOPPEL

THIS CONSENT AND ESTOPPEL (this “**Consent and Estoppel**”), is dated as of December 4<sup>th</sup>, 2020, is entered into by and among Tioga County Industrial Development Agency, a New York not for profit corporation, (“**Owner**”), having an address at 56 Main Street, Owego, NY 13827; R.J. Corman Railroad Company/Owego & Harford Line, Inc., a New York corporation (successor by assignment from Owego & Harford Railway, Inc.) (“**Customer**”), with an address at 101 RJ Corman Drive, Nicholasville, KY 40356; and U.S. Bank National Association, a national banking association, in its capacity as Administrative Agent (“**Administrative Agent**”), having an address at 9900 W. 87th Street, Overland Park, KS 66212.

### RECITALS

A. Pursuant to that certain Operating Agreement between Owner and Customer (as amended, modified or supplemented from time to time, collectively, the “**Agreement**”), Owner provided to Customer certain rights with respect to the real property, railroad line, rail facilities, or haulage corridor, as applicable, that is the subject of the Agreement and described on Exhibit A attached hereto (the “**Premises**”).

B. Pursuant to a Credit Agreement dated as of April 3, 2020 (as amended, modified, restated or replaced, the “**Credit Agreement**”), among Customer, Administrative Agent, U.S. Bank National Association as LC Issuer, and the Lenders party thereto (the “**Lenders**”), and certain other Loan Documents (as defined in the Credit Agreement, the “**Loan Documents**”) the Lenders have agreed to make certain Loans (as defined therein, the “**Loans**”).

C. The indebtedness and obligations of Customer under the Credit Agreement and the other Loan Documents are secured by certain property and assets owned by Customer, including, without limitation, Customer’s rights, title and interest in and to the Agreement.

D. As an inducement to Lenders to extend credit to Customer pursuant to the Credit Agreement, Owner executes and delivers this Consent and Estoppel to Administrative Agent. Any terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

### AGREEMENT

To parties agree as follows:

1. Owner’s Representations and Warranties. Owner represents and warrants to Administrative Agent and Customer the following:

(a) Agreement. A true, correct and complete copy of the Agreement is attached hereto as Exhibit B, and the Agreement has not been amended except as expressly set forth in Exhibit B. The Agreement is in full force and effect and constitutes the entire agreement between Owner and Customer with respect to the Premises. The Agreement constitutes the legal, valid and-binding obligation of Owner, enforceable against Owner in accordance with its terms.

(b) Fee Ownership. Owner is the record owner of the fee interest in the Premises, subject to the Agreement.

(c) Operating Fees. The operating fees payable under the Agreement currently varies depending on gross revenue derived from operations.

(d) Term. The current term of the Agreement commenced on January 1, 2006 and expires on December 31, 2034.

(e) Defaults; Offsets. Neither Owner nor, to the knowledge of Owner, Customer is in default under the Agreement, nor does Owner or Customer have any knowledge of the existence of any event which, with the giving of notice, the passage of time, or both, would constitute a default by Owner or Customer under the Agreement. All monetary charges and other obligations due under the Agreement to date have been fully and currently paid. No controversy presently exists between Owner and Customer, including any litigation or arbitration, with respect to the Agreement or the terms thereof.

2. Agreements. Notwithstanding anything in the Agreement to the contrary, Owner and Customer hereby agree as follows:

(a) Consent to Collateral Assignment. Owner hereby consents to the grant by Customer of a collateral assignment to Administrative Agent of Customer's interest in the Premises, the Agreement and the rights described therein. This Consent and Estoppel shall serve as written consent of the Owner pursuant to Section 6 of the Agreement.

(b) Right to Perform for Customer; Right to Cure. In addition to the rights, if any, provided in the Agreement, Owner acknowledges and agrees that Administrative Agent shall have the right to perform or comply with any term, covenant, condition or agreement to be performed by Customer under the Agreement and Owner shall accept such performance or compliance by Administrative Agent with the same force and effect as if furnished by Customer. In the event of a monetary default by Customer under the Agreement and prior to any termination of the Agreement by Owner, Owner acknowledges and agrees that Owner shall provide Administrative Agent with notice of the same and Administrative Agent shall have the right (but not the obligation) to remedy such monetary default by paying any past due amounts under the Agreement within the same period of time as Customer has under the Agreement, plus an additional thirty (30) days. In the event of a non-monetary default by Customer hereunder and prior to any termination of the Agreement by Owner, Owner acknowledges and agrees that Owner shall provide Administrative Agent with notice of the same and Administrative Agent shall have the right (but not the obligation) to remedy or cause to be remedied any such non-monetary default within the same period of time as Customer has under the Agreement, plus such additional time as Administrative Agent reasonably requires to remedy or cause to be remedied such non-monetary default. Owner agrees that Owner shall not terminate the Agreement in connection with any such non-monetary default which Administrative Agent has elected to remedy or cause to be remedied so long as Administrative Agent attempts to remedy such default with diligence toward completion.

(c) Amendments to Agreement. Neither Owner nor Customer will materially amend, modify, terminate, cancel or surrender the Agreement without Administrative Agent's prior written consent, and unless such prior written consent is obtained, any such action shall be null and void and of no force or effect. Notwithstanding the foregoing, Owner may terminate the Agreement without Administrative Agent's consent for non-payment of monetary amounts due and owing by Customer so long as Administrative Agent has received notice of such termination and failed to cure pursuant to Section 2(b) hereof.

(d) Delivery of Notices. Owner will simultaneously deliver to Administrative Agent copies of all notices delivered to Customer pursuant to the Agreement, including, without limitation, any notice of any default by Customer and any notice of termination of the Agreement provided or received by Owner under the Agreement. In addition, Owner shall promptly notify

Administrative Agent in writing of any failure by Customer to perform any of Customer's obligations under the Agreement. No notice, statement, information, modification, termination or communication given by Owner to Customer shall be binding or affect Administrative Agent unless a copy of the same shall have simultaneously been delivered to Administrative Agent. All notices to Administrative Agent shall be addressed to Administrative Agent at the address set forth on the first page hereof or such other address as Administrative Agent shall provide in writing to the other parties hereto.

(e) Permitted Transfers. Each of: (i) The purchaser of the rights, title and interest of Customer under the Agreement pursuant to any proceedings for the foreclosure of the Loan Documents (including, without limitation, power of sale), (ii) any assignee or transferee of the rights, title and interest of Customer under the Agreement created under any instrument of assignment or transfer in lieu of the foreclosure (whether to Administrative Agent or any third party), and (iii) any person to whom Administrative Agent assigns or transfers the rights, title and interest of Customer under the Agreement (if Administrative Agent is the purchaser at any foreclosure or transfer in lieu of foreclosure) (each a "**Permitted Transferee**") shall be deemed to be a permitted purchaser, assignee or transferee under the Agreement upon the owner's written consent which consent shall not be unreasonably withheld (each a "**Permitted Transfer**"). In acquiring the rights, title and interest of Customer under the Agreement, the Permitted Transferee shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Customer to be performed under the Agreement from and after the date of such Permitted Transfer (but not for any obligations or liabilities accruing prior to such date), and the Permitted Transferee shall be liable for the obligations and liabilities of the Customer under the Agreement only for so long as the Permitted Transferee remains the owner of the rights, title and interest of Customer under the Agreement.

3. Waiver. Administrative Agent may, without affecting the validity of this Consent and Estoppel, extend the time for payment of the Loans or alter the terms and conditions of any agreement between Customer and Administrative Agent, including, but not limited to, the Loan Documents, without the consent of, or notice to, Owner and without in any manner impairing or otherwise affecting Administrative Agent's rights under this Consent and Estoppel.

4. Miscellaneous. This Consent and Estoppel shall in all respects be governed by, and construed and enforced in accordance with, the laws of the state in which the Premises is located (without giving effect to such state's principles of conflicts of law). This Consent and Estoppel shall be binding upon and shall inure to the benefit of Owner, Administrative Agent and Customer and each of their respective successors and assigns. This Consent and Estoppel may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original. At Administrative Agent's option, this Consent and Estoppel (or a memorandum hereof) shall be recorded in the public land records of the jurisdiction in which the Premises is located. The rights of Administrative Agent hereunder are in addition to the rights of Administrative Agent granted in the Loan Documents and/or the Agreement and shall not be in derogation thereof. All agreements and covenants contained herein are severable, and if any one of them is held to be invalid, then this Consent and Estoppel shall be interpreted as if such invalid provisions was not contained herein. To the extent terms in this Consent and Estoppel conflict with the terms of the Agreement, the terms of this Consent and Estoppel shall control. No consent or approval of any third party is required in order for Owner to deliver this Consent and Estoppel and to perform fully its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Consent and Estoppel to be duly executed and delivered as of the day and year first written above.

**OWNER:**

**Tioga County Industrial Development Agency**

By: \_\_\_\_\_

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

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

**CUSTOMER:**

**R.J. CORMAN RAILROAD COMPANY/OWEGO  
& HARFORD LINE, INC., a New York corporation**

By: \_\_\_\_\_  
Name: Raymond Goss  
Title: President

**ADMINISTRATIVE AGENT:**

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

**Exhibit A**  
**Description of Premises**

[SEE EXHIBIT B]



**Exhibit B**

**[Copy of Agreement and all amendments]**

**OPERATING AGREEMENT**

**AGREEMENT**

**THIS AGREEMENT effective the 13th day of February, 2013 by and between the Tioga County Industrial Development Agency (TCIDA), and the Owego & Harford Railway, Inc. (OHRY), a Pennsylvania corporation, authorized to do business in the State of New York.**

**WITNESSETH**

**WHEREAS, TCIDA is the owner of a certain rail line extending from the Village of Owego to the Town of Harford; and**

**WHEREAS, under General Municipal Law section 854, an industrial development agency has the authority to own a rail line but must contract the operation thereof which section provides that the primary purpose of the railroad facility not be for passenger service; and**

**WHEREAS, TCIDA and OHRY have engaged in a previous contract for rail service dated January 1, 2006 for a term of ten (10) years with renewal periods; and**

**WHEREAS, the OHRY has stated that it is unable to invest further capital into the rail line and its machinery without some commitment upon the part of the TCIDA to extend the term past its current expiration period of December 31, 2020 and**

**WHEREAS, TCIDA is willing to extend the term provided that OHRY agrees to the terms and conditions contained herein; and**

**WHEREAS, TCIDA and OHRY have agreed to the terms set forth herein.**

**NOW THEREFORE, the parties intending to be legally bound agree as follows:**

**AGREEMENT**

**Section 1. Use of the Line of Railroad. TCIDA hereby agrees to provide OHRY access to and use of the line of railroad which shall include, but not be limited to**

property of every kind and description, real, personal and mixed, including the right-of-way roadbed, tracks, track materials, signals and other facilities, including use of the depot building located in the Village of Owego, and appurtenances located in the Counties of Tioga and Cortland in the State of New York. OHRY shall have the right to use the line of railroad for exclusive railroad service thereon during the term of this Agreement, or any extension, or renewal thereof, subject to the terms and conditions hereinafter contained.

**Section 2. Operating Fees and Other Payments.**

(a) **Operating Fees.** Commencing on the effective date of this agreement OHRY shall pay TCIDA on gross revenues, including but not limited to freight rail service, storage services, rentals, and the like and excluding only revenues from passenger/tourism services, the following:

**(1) For years 2013 through December 31, 2015, OHRY shall pay to the TCIDA:**

- ◆ Ten (10%) percent on all gross revenues up to of \$800,000.00
- ◆ Five (5%) percent on all gross revenues in excess of \$800,000.00

**(2) For years 2016 through December 31, 2020, OHRY shall pay to the TCIDA:**

- ◆ Ten (10%) percent on all gross revenues up to of \$1,000,000.00
- ◆ Five (5%) percent on all gross revenues in excess of \$1,000,000.00

**(3) For years 2021 through December 31, 2024, OHRY shall pay to the TCIDA:**

- ◆ Ten (10%) percent on all gross revenues up to \$1,200,000.00
- ◆ Five (5%) percent on all gross revenues in excess of \$1,200,000.00

**(4) For years 2025 through December 31, 2028, OHRY shall pay to the TCIDA:**

- ◆ Ten (10%) percent on all gross revenues up to an amount to be agreed upon by the parties, but in no event less than \$1,200,000.00
- ◆ Five (5%) percent on all gross revenues in excess of an amount to be agreed upon by the parties, but in no event less than \$1,200,000.00

(b) Real Property Taxes and Special Assessments. OHRY shall pay 100% of the amount of any special assessments or taxes levied upon TCIDA for the rail line and buildings or other such structures used by or in connection with this Agreement by OHRY.

(c) Property Insurance. OHRY shall pay 100% of the amount of any property and liability insurance maintained for buildings or other such structures, other than rail lines, bridges and related rail items such as spurs, gates, et al., used by or in connection with this Agreement by OHRY.

(d) Building Maintenance and Repair. OHRY shall pay all maintenance, repair and upkeep expenses of all buildings or other such structures used by or in connection with the Agreement by OHRY.

(e) Subcontracts. If OHRY subcontracts any of the freight, the amount paid to OHRY shall be included in its gross revenue calculations. Any subcontractor shall agree to abide by all of the terms and conditions of this Agreement and file an insurance certificate with the TCIDA prior to commencement of any operations. Such insurance shall be in the limits and form as is required of OHRY under Section 5 (g) of this Agreement. Any subcontractor shall also provide all documentation required under paragraph 15, below.

(f) Payments. Payments shall be made on a monthly basis with each payment for each individual month be due and payable within 45 days. Any payment received more than 45 days after it is due, shall be subject to a late fee of 4% of the amount due and payable.

(g) Other Charges. OHRY shall also pay and discharge, on or before the 1<sup>st</sup> day on which payment may be made without penalty or interest, excise, license and permit fees, and other governmental impositions and charges which shall or may during their term hereof be charged, laid, assessed, imposed, become due and payable, become a lien upon, or arising in connection with the use or operation of the line of railroad for freight service. OHRY shall have the right to contest any such taxes or other charges by appropriate legal proceeding, conducted at its own expense, providing the OHRY shall furnish to TCIDA a surety bond or other security satisfactory to cover the amount of the contested item or terms, with interest and penalty for the period which such proceedings may be expected to take.

(h) In the event OHRY ceases operations during the term of this Agreement, or any renewal thereof, it shall be required to pay to the TCIDA a monthly amount equal to the average monthly payment made by OHRY under this Agreement during the preceding thirty-six (36) month period. This obligation shall continue until the termination of this Agreement, or any renewal thereof, or until such time as a successor entity commences operations on the TCIDA rail line, whichever occurs first.

Section 3. Conditions of Railroad Premises. OHRY has inspected the line of railroad and accept the same in "as is" condition. TCIDA makes no representation or warranty as to the physical condition of the line of railroad or the condition of legal title (other than for railroad purposes). OHRY shall maintain and return the line of railroad to the TCIDA in its current class condition or such higher standard should the standard of the track and/or bridges or any portions thereof be at a higher class at any time during the term of this Agreement.

Section 4. Provision of Additional Equipment and Facilities. OHRY shall be responsible for providing all equipment and facilities required for operation of the line of railroad and not part of the premises provided hereunder. Such equipment and facilities shall include, but shall not be limited to, locomotives, rolling stock, maintenance equipment, office space and such other facilities and equipment as are required to provide rail freight service over the line of railroad as contemplated by this Agreement. Such equipment shall be maintained in good repair and shall be inspected and maintained as required by any state or federal law or regulation.

Section 5. OHRY Obligations. OHRY agrees that it will comply with the requirements of General Municipal Law Section 854 as it pertains to Railroad facilities and will at all times during the continuance of this Agreement:

- (a) Operate all services in accordance with all federal, state, and local requirements and shall be responsible for obtaining all governmental approvals, authorizations, franchises, licenses and permits as may be prerequisite to the rendering of such service;
- (b) Observe and comply with any and all requirements of the constituted public authorities and with all federal, state and local statutes, ordinances, regulations and standards applicable to OHRY or its use of the line of railroad;
- (c) Install, maintain and operate at its own expense the line of railroad, including grade crossings and grade crossing protection devices and related

facilities used/occupied by OHRY thereon in good operating condition and repaired in a manner consistent with sound, accepted engineering principles and maintain the track to minimum FRA Class 1 Standards or of such higher standards should the Class of the track be raised due to rehabilitation grants or other such monies including the current rehabilitation projects;

(d) Repair or replace at its own expense, any bridges, rails, ties and other items of track or signaling equipment as may be necessary to keep the line of railroad in good operating condition. Any and all repairs shall be completed in a timely fashion. If OHRY fails to make such timely repairs, nothing in this agreement shall prevent the TCIDA from making repairs; the reasonable value of such repairs shall be the responsibility of OHRY. In the event of any such replacement at the expense of OHRY the new property shall become the property of TCIDA;

(e) Fully indemnify, defend and hold harmless TCIDA, its officers, agents, employees, successors and assigns, against all claims, suits, actions or judgments, based upon or arising out of damage or injuries to persons or property caused by the negligence of OHRY or its agents, employees, guests, invitees, contractors, suppliers of materials, or furnishers of services in the use, maintenance and occupancy of the line of railroad;

(f) Be liable, defend and indemnify the TCIDA for any damages, harm or injury to the line of railroad caused by the negligence of the OHRY, its agents, guests, customers, invitees, licensees, contractors or employees;

(g) Maintain a policy or policies of liability insurance, covering OHRY operations solely, to insure itself against liability for injury or damage to persons and property, with a carrier rated B++ or better with AM Best & Co. or as otherwise acceptable to the TCIDA if no such company is available, and in which policies will be in the minimum amounts set forth below:

<u>TYPE</u>	<u>LIMITS</u>
Comprehensive General Liability	For all claims \$20,000,000 per occurrence, \$10,000,000
Federal Employer's Liability Act	Covered by blanket policy
Cargo Legal Liability	Covered by blanket policy
Foreign Rolling Stock	Covered by blanket policy

**Automobile Liability**

**Covered by blanket policy**

**Pollution/Environmental Liability**

**For all claims \$10,000,000 per claim**

**(h) Cause TCIDA to be named as an additional insured and provide a copy of the policy and endorsement naming TCIDA as an additional insured under each such policy and furnish TCIDA with appropriate certificates of such insurance which shall specifically state that the insurance company shall furnish to TCIDA at least thirty (30) days' notice of any lapse or material changes in such insurance;**

**(i) Peacefully deliver up and surrender possession of the line of railroad to TCIDA at the expiration or other termination of this Agreement;**

**(j) Only on written TCIDA approval and if necessary the New York State Department of Transportation, remove, replace, or relay elements of the track or structures on the line of railroad in the interest of cost and/or operating efficiency, provided that a continuous and useful, rail transportation facility is maintained. Improvements or additions made by OHRY to the track, right of way, structures or any facilities shall become the property of TCIDA, including additional facilities, switching devices, rail spurs and the like;**

**(k) Allow members of TCIDA or its designee(s) an opportunity upon reasonable notice to inspect any portion of the line of railroad including permission to ride any and all trains operated by OHRY provided such members comply with all safety rules;**

**(l) At the end or prior to the end of each calendar year, provide TCIDA with a written report of its sales programs for the upcoming year. A marketing plan may also be requested provided such marketing plan remains confidential;**

**(m) At all times during this Agreement follow financially sound business practices and annually provide a compiled financial statement prepared by a certified public accountant to also include lists of creditors, lien holders and judgment holders, all pending or threatened litigation including the nature thereof and a written statement from OHRY's counsel as to the issues involved and expected outcome. OHRY shall allow the TCIDA to perform any additional audits, over and above those reports required annually, as requested by the Agency upon sixty (60) days written notice, but such audit shall be paid for by the Agency;**

**(n) Have the rail line and bridges inspected annually and timely as required under New York State and federal laws and at its own expense and serve upon the TCIDA a copy of the certified rail and bridge inspection within thirty (30) days of receipt thereof. All required repairs or other such recommendations in**

such reports shall be compiled within 60 days of a reasonable time thereafter if circumstances of the repair/recommendations so require;

(o) By signing this agreement hereby gives its consent to any and all easements or other such uses requested or required by the TCIDA for whatever purposes and shall provide reasonable access to the leased property by the TCIDA, its agents or assigns, for any and all purposes. OHRY shall and by signing this agreement hereby gives its consent for access to the construction of any and all rail crossings and/or spurs and/or sidings requested by the TCIDA;

(p) Cooperate as required with the County of Tioga including the Tioga County Department of Economic Development and Planning to retain, expand and attract industry where there exists a potential to generate a net increase in rail freight to the benefit of both the OHRY and TCIDA;

(q) Clear all brush, weeds and debris in compliance with state and federal regulations along the leased premises, and to that end keep the leased premises in clean aesthetic environment. OHRY shall not be responsible for removal of existing debris. OHRY shall use only environmentally sound products and shall be responsible and indemnify defend and hold harmless the Agency for any environmental contamination resulting therefrom.

Section 6. Restrictions. OHRY further agrees that it will not:

(a) Occupy the line of railroad in any way or for any purpose unrelated to the operation of the line of railroad;

(b) Assign, mortgage, pledge or encumber the line of railroad, or any part thereof or assign its obligation under this Agreement without prior written consent of TCIDA; or

(c) Transport or handle hazardous, toxic or noxious commodities without requisite insurance.

Section 7. Relationship between OHRY and TCIDA. The OHRY and TCIDA, or its agent, shall meet at least quarterly to review and discuss cost, operations and service problems. OHRY shall inform the TCIDA and affected shippers of any major action or event related to the line of railroad which may affect rail freight service to those shippers as soon as such action or event is known to OHRY. The TCIDA will inform OHRY of any problems or concerns related to the rail freight service. OHRY is a private corporation and is an independent contractor and is not an agent of the TCIDA, except as provided for in Section 27. Whenever a written approval is required by OHRY from TCIDA, the signature of an approved officer will suffice to validate such written approval.



**Section 8. Rents from Non-Operating Properties.** TCIDA shall receive any and all rents arising from any leases of non-operating properties presently outstanding or to be negotiated on any portion of the line of railroad and any renewals thereof, including, but not limited to, rents, license fees, and other revenues paid by any party occupying a portion of the line of railroad including but not limited to rentals and fees for pipe and wire crossings, utility crossings, signboards, platform locations, driveways, storage facilities, parking lots, water rights, land rents, building rents and water tank rents, among other things. TCIDA shall collect such monies as they become due.

**Section 9. Condemnation of the Line of Railroad.** If the line of railroad, or any portion thereof, is condemned or taken by any competent authority for public use, the award for payment of damages resulting therefrom, or any amount paid in settlement thereof, shall be paid to and retained by TCIDA, except as hereinafter provided. If the entire line of railroad is taken or such substantial part thereof as shall materially impair or interfere with OHRY's proper use and enjoyment thereof, the Agreement shall automatically terminate as of the date of the taking. If only such portion of the line of railroad is taken as shall not materially impair or interfere with the OHRY's proper use and enjoyment thereof, this Agreement shall continue in full force and effect, and all proceeds of the condemnation award or payment shall first be used by TCIDA as may be required for the restoration of the line of railroad in such a manner as will enable the continuing operation thereof by the OHRY as herein above provided.

**Section 10. Default.** If during the term of this Agreement, there shall occur any of the events listed below ("Events of Default"), TCIDA may declare OHRY in default and proceed according to paragraph 11, below. Events of Default shall include but not be limited to the following:

- (a) OHRY fails to make any payments or fees provided for in this Agreement at such times as they are due and payable.
- (b) OHRY fails to perform any of its obligations under this Agreement.
- (c) OHRY makes an assignment for the benefit of the creditors or files a voluntary petition under any bankruptcy or insolvency law or is adjudicated as bankrupt or insolvent in voluntary or involuntary proceedings or seeks reorganization or receivership or similar relief; or
- (d) a proceeding against OHRY seeking reorganization or receivership or similar relief is not dismissed or vacated or stayed on appeal within sixty (60) days;

- (e) OHRV fails to maintain the line of railroad in accordance with the terms of this Agreement or fails to conduct its operation in a manner consistent with generally accepted railroad safety practices;
- (f) any conduct of its operations in such a manner so as to commit intentional waste to the line of railroad;
- (g) fails to discharge any claims or liens for materials and services for which OHRV becomes obligated while providing freight rail transportation service under this Agreement.

**Section 11. Notice of and/or Failure to Cure Defaults.** If an Event of Default occurs, TCIDA shall give written notice to OHRV of the default and give OHRV thirty (30) days to correct such default.

If OHRV fails to cure any default or if a OHRV shall not commence to comply within such period and thereafter complete with due diligence, TCIDA shall have the right, but not the obligation and in addition to all other remedies it may have hereunder and at law or in equity, to:

- (a) upon twenty-four hours written notice to OHRV undertake the performance of such obligations and obtain reimbursement from OHRV thereof; or
- (b) to terminate this agreement pursuant to paragraph 12, below.

**Section 12. Termination and Termination Costs.** This Agreement may be terminated as follows:

- (a) expiration of the term.
- (b) upon an Event of Default referenced above, by giving the other party at least 90 days' notice.

Each party shall bear its own termination costs unless such termination is judicially declared to be unjustified under the terms and conditions of the Agreement. This provision shall not apply to reimbursement of costs and expenses including reasonable attorney fees in any action or proceeding amongst the parties hereto and arising out of this Agreement.

**Section 13. Waiver.** Any waiver by either party under this Agreement or any breach by any other party shall not affect similar right subsequently arising nor operate as a waiver of subsequent breaches of the same or similar kinds nor as a waiver of the clause or condition under which said right arose or said breach occurred.

**Section 14. Notice.** Notice provided for herein shall be sufficient if sent by certified mail, postage prepaid, as follows:

To the TCIDA at:  
Tioga County Industrial Development Agency  
Attn: Business Administrator  
56 Main Street  
Owego, New York 13827

To the OHRY at:  
Owego & Harford Railway, Inc.  
Attn: President  
25 Delphine Street  
Owego, NY 13827

or such other address as either party may, from time to time designate to the other in writing.

**Section 15. Access to Records.**

(a) OHRY agrees to maintain and provide copies to TCIDA of documents supporting the gross revenues upon which payment under Section 2 is calculated including but not limited to carload interchange records and reports and such other records and reports necessary to permit TCIDA to fully verify statements of traffic, revenue, and expenditures furnished by OHRY on a monthly basis. An annual summation of car loadings and interchange report will be provided to TCIDA by February 28 of the following year. The report will be broken down by month, shall have car loadings by carrier/customer and will show applicable income paid to TCIDA.

(b) TCIDA shall have full access to these records and reports during normal business hours upon 48 hours written notice, duly given OHRY.

(c) OHRY will deliver to TCIDA compiled financial statements as prepared by an independent certified public accountant and an independent audit of freight revenue no later than June 15, for the year ending.

**Section 16. Indemnification.** OHRY shall indemnify, defend and hold the TCIDA harmless for any and all claims, demands or actions, arising or alleged to arise out of any acts or omissions related to its use, maintenance and operation of

the railroad and for any claims, demands or actions, arising or alleged to arise out of OHRY's obligations contained in this agreement. Should a conflict arise between the parties hereto, TCIDA shall have the right to employ independent counsel, at OHRY's expense, to provide legal counsel and/or to defend any such claim, demand or action.

Section 17 Force Majeure. Neither party hereto shall be held responsible or liable, either directly or indirectly, or be deemed in default or breach of this Agreement for any loss, damage, injury, delay, failure, or inability to meet all or any portion of its commitments hereunder caused by or arising from any cause which is unavoidable or beyond its reasonable control, including without limitation, war, hostilities, invasion, insurrection, riot, the order of any competent civil or military government, explosion, fire, strikes, lockouts, AAR service orders, actions of other carriers which materially affect OHRY's operations, labor disputes, perils of water including floods, ice, breakdowns, Acts of God including storms or other adverse weather conditions, derailments, washouts, wrecks or other causes of a similar or dissimilar nature which wholly or partially prevent the Parties or either of them from carrying out the terms of this Agreement; provided that the Party experiencing such force majeure shall be eliminated as soon as and to the extent reasonably possible and that each Party shall have the right to determine and settle any strike, lockout and labor dispute in which that Party may be involved in its sole discretion. In the event that one party's performance is suspended in whole or in part by force majeure, the other Party's obligation to perform hereunder shall be suspended or commensurately reduced for the duration of the force majeure and for such additional reasonable period as may be required because of the existence of the force majeure. In the event that one Party's performance hereunder is suspended by force majeure and cannot be resumed within a reasonable period of time, either party shall have the right to terminate this Agreement.

Section 18. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. However, this provision shall not be construed to confer on OHRY any right or authority to assign all or any part of this Agreement without the TCIDA's prior consent.

Section 19. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter. Nor oral statement or prior written matter shall have any force or effect. The parties

hereby acknowledge that they are not relying on any representations or agreements other than those contained in this Agreement. This Agreement shall not be modified except by a written instrument subscribed by both parties hereto.

**Section 20. Severability.** If any term, covenant, condition or provision (or part thereof) of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision (or remainder thereof) to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**Section 21. Terms.** The terms of this agreement shall be TWELVE (12) years from effective date hereto unless terminated prior thereto in accordance with provisions of this Agreement. OHRY shall have an option to extend such term an additional four (4) year period by giving written notice to the TCIDA at least one year prior to the end of the lease term. This means that notice must be served upon the TCIDA no later than December 31, 2023.

**Section 22. Enforcement.** In the event either party is required to enforce any of its rights against the other, the prevailing party shall be reimbursed any costs and expenses including reasonable attorney fees regardless if such enforcement is prosecuted in any action.

**Section 23. Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of New York.

**Section 24. Extension of Terms and Conditions.** TCIDA shall have the option to extend the terms and conditions of this agreement to any other TCIDA owned or acquired Lines of Railroad which connect to this line of railroad in order to avoid in whole or in part the duplication of existing enterprises performed by OHRY serving substantially the same purposes.

**Section 25. Guarantee.** The contractual obligations contained herein shall be personally guaranteed by Steven May and Cheryl May joint and severally.

**Section 26. Assignability.** This contract cannot be assigned either in part or in whole by any party hereto without the written consent of the other party.

**Section 27. Rail Improvements.** OHRY agrees to act as agent and act as Clerk of the Works for the Agency to ensure proper allocation and application of funds for the TCIDA from any and all rail enhancement or improvement projects including those administered by the State of New York, Department of Transportation, ISTEA, ARC, and the like. OHRY shall serve in such capacity upon approval of a majority of the board of directors and shall be compensated according to the pay scales of the sponsoring agency for such service including all incidental costs incurred in serving in such capacity. OHRY shall also be reimbursed for all additional out-of-pocket expenses incurred as a result of such rail enhancement programs including but not limited to inspection and flagging costs. Such reimbursement shall not include any loss of profits resulting from any rail enhancement programs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by themselves or by their respective duly authorized officers as of the day and year first above written.

SEAL

TIOGA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

by: Aaron Gowan  
Aaron Gowan, Chairman

SEAL

OWEGO & HARPORD  
RAILWAY, INC.

by: Steven C. May  
Steven C. May, President

We the undersigned hereby provide our personal guarantees for the contractual and monetary obligations of OHRY, but only in respect to the TCIDA. This guarantee does not flow to any third party, including third party beneficiaries of this Agreement.

Steven C. May  
Steven C. May

Cheryl May  
Cheryl May

## **AMENDMENT TO OPERATING AGREEMENT**

**THIS AMENDMENT TO OPERATING AGREEMENT** (this "Agreement") is entered into on the 9<sup>th</sup> day of October 2020, by and between the **TIOGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY ("TCIDA")** and **R.J. CORMAN RAILROAD COMPANY/OWEGO & HARFORD LINE, INC.**, a New York corporation ("RJCOH") (TCIDA and RJCOH being collectively the "Parties").

### **WITNESSETH:**

**WHEREAS**, TCIDA entered into an Operating Agreement with the Owego and Harford Railway, Inc., a Pennsylvania corporation ("OHRY"), dated February 13, 2013 (the "Operating Agreement") for the operation by OHRY of a certain rail line extending from the Village of Owego to the Town of Harford; and

**WHEREAS**, OHRY has assigned all its rights and obligations accruing from and after the assignment under the Operating Agreement to RJCOH; and

**WHEREAS**, TCIDA and RJCOH desire to amend the Operating Agreement as herein provided;

**NOW, THEREFORE**, in consideration of the Parties covenants and agreements between the Parties set forth herein, the Parties hereto agree that from and after the assignment of the Operating Agreement by OHRY to RJCOH the following shall apply:

1. As to any rights or obligations accruing from and after the assignment of the Operating Agreement to RJCOH, references to "OHRY" shall be deemed to reference "RJCOH".
2. Section 2 is hereby amended to so as to add the words "each of the" prior to the word "years" in Sections 2(a)(2).
3. Section 2(a)(3) is hereby amended to read as follows:
  - (3) For each of the years 2021 through December 31, 2029, RJCOH shall pay to the TCIDA:
    - Ten percent (10%) on all gross revenue up to \$1,200,000.00
    - Five percent (5%) on all gross revenues in excess of \$1,200,000.00
4. Section 2(a)(4) is hereby amended to read as follows:

(4) For each of the years beginning with 2030 through December 31, 2035, RJCOH shall pay to the TCIDA:

- ❖ Ten percent (10%) on all gross revenues up to \$1,500,000.00
- ❖ Five percent (5%) on all gross revenues in excess of \$1,500,000.00

5. Section 2(a) is hereby amended to include a subsection (5), which shall read as follows:

(5) For each of the years beginning with 2036 through the date of expiration or termination of this Agreement, RJCOH shall pay to the TCIDA:

- ❖ Ten percent (10%) on all gross revenues up to an amount to be agreed upon by the parties, but in no event less than \$1,500,000.00
- ❖ Five percent (5%) on all gross revenues in excess of an amount to be agreed upon by the parties, but in no event less than \$1,500,000.

6. Section 2(h) is hereby amended to read as follows:

(h) In the event RJCOH ceases operations during the term of this Agreement, or any renewal thereof, it shall be required to pay to the TCIDA, as liquidated damages for RJCOH's breach of this Agreement due to ceasing such operations during the term, a monthly amount equal to the average monthly payment made by OHRY and/or RJCOH under this Agreement during the preceding thirty-six (36) month period. This obligation shall continue until the termination of this Agreement, or any renewal thereof, or until such time as a successor entity commences operations on the TCIDA rail line, whichever occurs first. Such liquidated damages shall be the TCIDA's sole remedy for such breach and RJCOH shall have no other obligations to TCIDA under the Agreement from and after such cessation of operations.

7. Section 21 is hereby amended to read as follows:

Section 21. Term. The term of this agreement shall be for a period of twenty-two (22) years from effective date of this Agreement (i.e., January 1, 2013) unless terminated prior thereto in accordance with provisions of this Agreement. In addition, unless this Agreement is so terminated prior to expiration of said initial term, RJCOH shall have the option to extend such term for up to three (3) additional five (5) year periods by giving




written notice to the TCIDA at least one year prior to the end of the then-current lease term. This means that notice would need to be served upon the TCIDA no later than December 31, 2033 for the first five (5) year renewal, no later than December 31, 2038 for the second five (5) year renewal and no later than December 31, 2043 for the third five (5) year lease term.

8. Section 25 shall not apply to any obligations accruing under the Operating Agreement from and after the assignment of the Operating Agreement to RJCOH.

In all other respects, the Operating Agreement shall remain unchanged. This Agreement may be executed in two or more counterparts.

**IN WITNESS WHEREOF**, this Amendment to Operating Agreement has been duly executed as of the day and year set forth below.

**TIOGA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: 

Its: Chair

**R.J. CORMAN RAILROAD  
COMPANY/OWEGO & HARFORD  
LINE, INC.**

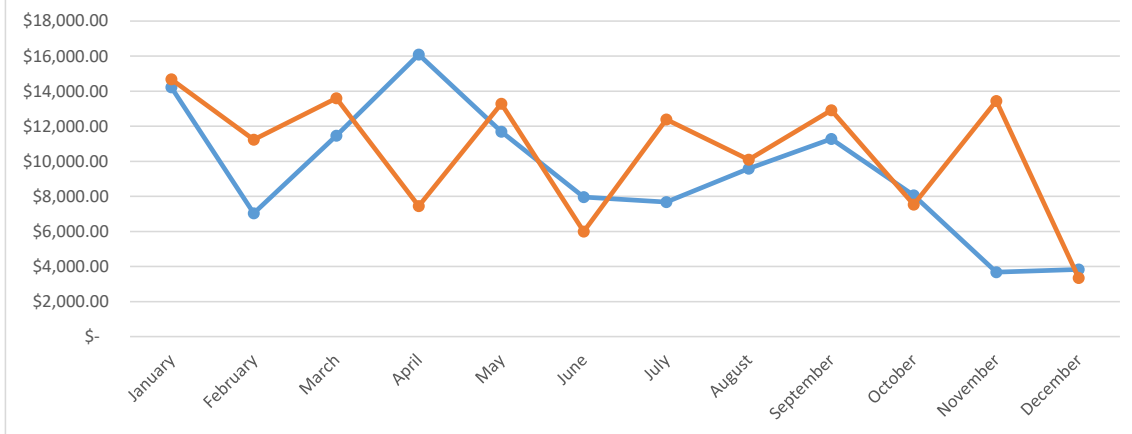
By: 

Its: President

## 2020 OWEGO HARFORD RAILWAY INCOME

OHRY Payment to TCIDA = 10% up to \$1,000,000; 5% thereafter

	2019 OHRY Income	2020 OHRY Income	2019 Payment to TCIDA	2020 Payment to TCIDA	2020 Payment Date
January	\$ 142,219.00	\$ 146,807.00	\$ 14,221.90	\$ 14,680.70	3/6/2020
February	\$ 70,313.00	\$ 112,297.00	\$ 7,031.30	\$ 11,229.70	4/10/2020
March	\$ 114,643.00	\$ 136,058.00	\$ 11,464.30	\$ 13,605.80	5/7/2020
April	\$ 160,922.20	\$ 74,465.00	\$ 16,092.20	\$ 7,446.50	6/15/2020
May	\$ 116,970.00	\$ 132,834.00	\$ 11,697.00	\$ 13,283.40	7/10/2020
June	\$ 79,550.00	\$ 59,954.00	\$ 7,955.00	\$ 5,995.40	8/12/2020
July	\$ 76,785.00	\$ 123,829.00	\$ 7,678.50	\$ 12,382.90	9/21/2020
August	\$ 95,862.00	\$ 100,951.00	\$ 9,586.20	\$ 10,096.90	10/13/2020
September	\$ 112,778.00	\$ 145,338.00	\$ 11,277.80	\$ 12,909.65	11/16/2020
October	\$ 131,358.00	\$ 150,703.00	\$ 8,065.80	\$ 7,535.15	12/14/2020
November	\$ 73,534.00	\$ 268,832.00	\$ 3,676.70	\$ 13,441.60	1/21/2021
December	\$ 76,483.00	\$ 67,007.00	\$ 3,824.15	\$ 3,350.35	2/19/2021
<b>Total</b>	<b>\$ 1,251,417.20</b>	<b>\$ 1,519,075.00</b>	<b>\$ 112,570.85</b>	<b>\$ 125,958.05</b>	



\*Additional \$1.80 corrected July 2020 error



good  
food  
is  
good  
business

## MEMO

Tioga County Agriculture Study

Interim Project Memo 2

Feb. 15, 2021

This memo includes four sections:

1. Summary of key themes from interviews
2. Potential strategies
3. Follow-up points on data analysis from previous memo
4. Updated and expanded Literature Review

In addition to sharing our updated research findings (items 1, 3, and 4), **we are keenly interested in the Steering Committee's perspectives on the Potential Strategies** as we have currently outlined them. These strategies – with input from the committee – will form the basis of our next task, roundtable discussions with stakeholders. We welcome any and all feedback to further inform, develop, and refine these strategies.

## INTERVIEW THEMES

To complement our findings from the literature review and preliminary data research and analysis, we collaborated with the Steering Committee to conduct a series of sixteen informational interviews across the local food supply chain in and around Tioga County. We developed a standard set of questions for each type of interviewee: distributors, processors, retailers/restaurant owners, home delivery buyers, institutional buyers, agricultural support professionals and across agriculture production sectors, production methods, scales of operation, and marketing models. During these one-hour discussions, we sought to better understand the relevant dynamics, challenges, and opportunities for agriculture in Tioga County. These conversations generated some clear overarching themes related to market expansion for Tioga County farmers, summarized below.

### **Tioga County is an export agricultural community with limited in-county expansion but significant opportunities in nearby population centers in the regional foodshed.**

Much of Tioga County's agricultural product is being sold outside of the county. Tioga farmers selling direct-to-consumer participate in a regional foodshed where much of their product is being purchased by consumers in neighboring counties such as Broome and Tompkins counties and beyond. While there are certainly standout in-county direct-to-consumer examples (e.g., Mandeville Farms, Engelbert Farms), of the Tioga farmers we spoke to, many find opportunities in neighboring counties to be more fruitful. There seemed to be a sense among farmers that pricing of value-added local products in particular was a barrier to hyper-local sales. One farmer noted that while she found customers in Tioga County generally do not show an interest in her value-added goat products, she gets a very different reception to her products even one county away.

Opportunities to support and expand direct-to-consumer sales in the regional foodshed abound according to several farmers we spoke with. Market development, advanced business support, aggregation and distribution, and support with regulatory hurdles were all mentioned as ways to support the development of marketable agricultural products in Tioga County.

Efforts focused on direct-to-consumer channels are not relevant for all farms or farmers. Asking farmers to become marketers, multi-channel sales managers, and value-added producers is daunting and only relevant to a small number of entrepreneurial farm families. Other new single-stream market channels, including wholesale, may be a key opportunity for some existing operations.

### **Shifting dynamics and demographics in the agricultural community are changing the face of farming in Tioga County, and create new opportunities for collaboration and cooperation.**

The continuing dairy crisis has created lasting and widespread shifts in the local agricultural community, with the consolidation of landholdings to larger agribusiness dairies, and a sharp decline in small family dairies (100 head or under). These shifts have precipitated a reduction in associated agricultural businesses such as feed mills and supply

stores. There is a deep sense that this shift leaves a hole in the fabric of the agrarian landscapes, economies, and cultural characteristics that make the county unique.

In the last 10 years, a growing number of small family farms have been purchased by Amish families, largely from Ohio. These families are seeking farms with existing infrastructure to support small-scale dairy operations, changing the economics for some multigenerational farmers in Tioga County looking to sell and retire. Additionally, the Amish community has revived some agricultural support businesses like a new produce auction, packaging, and feed sales that benefit other farmers in the area. We spoke with several farmers that have a symbiotic relationship with local Amish families, trading work on the farm with work acting as drivers, providing important transportation opportunities for Amish families. One farmer said, “the new Amish farmers in the area have created a vibrancy in the farm community that did not exist” and went on to say that “they are exactly what we have been asking for, but we don’t know it.”

In the case of one 8th generation Tioga family farm, the recent purchase of one of their farms, and the confidence that their second home farm will be purchased by Amish farmers when they are ready to sell, has been a profound and transformational opportunity for them. When asked about how the influx of Amish farmers is affecting land values, the farmer stated that “Amish farm families value the existing infrastructure of our grass-based family farm, and their willingness to pay for the inherent value of existing community scaled dairies is life-changing for farmers looking to sell their family land.” It affords them an exit strategy that allows for the continuation of the farm operation at a scale that protects the land, contributes to the community as an active business operation, and gives them the financial ability to retire.

Although there were calls from many interviewees to invest in creating new programs and opportunities to attract first-generation farmers from outside the region to farm in Tioga County, some advocated providing equal investment in working to attract and sustain seasoned, experienced, self-funded Amish farmers that provide stability and vibrancy to small-scale farm operations.

There seem to be some tensions and misconceptions around Amish farmers, their purchase of land at higher values, and their contribution to the community (tax base, etc). There may be value in reframing this shift in farm ownership as a benefit to both the agricultural community and the scenic and cultural traditions of the county.

**Emerging direct-to-consumer strategies create new sales channels for some small farms in Tioga County, but logistical challenges persist.**

The explosion of online sales pre-dates COVID, but the pandemic has accelerated a shift toward online, contactless delivery systems for food, and created a disruption in the home delivery and grocery space. There are several emerging models in Tioga County and surrounding areas that are moving local products to and from customers and farmers between the Southern Tier, Finger Lakes, Binghamton, Northern Tier of Pennsylvania, and beyond. Some of these models are operating at break-even, meant to support farmers and consumers in accessing markets and local food, some are in the red as they seek to break into new markets and prove a regional direct-to-consumer food hub model.

One of the established home delivery services in the area, which is making in excess of \$1 million in local food purchases in a year, states that only 40% of his customers are what he considers to be “affluent,” and that a majority are of “average” income, with an estimated yearly income range of \$35,000-\$50,000. This diversity of customers in primarily rural areas suggests that with the right product mix, marketing, and services, local food retailers can continue to expand market share in nontraditional population groups, challenging notions about who will buy and pay for local, and in this example, organic items.

There is news that another home delivery service will be expanding its footprint into the Broome/Tioga region in 2021, with each venture stating an interest in siting a central aggregation hub in Tioga as they expand service and product sourcing regions.

Tracking and supporting the success of these models could be key to supporting smaller farm operations in developing alternative sales channels with a regional focus.

**Increasing investments and creative program developments in the farm-to-institution sector create new opportunities for Tioga farmers.**

The charitable and institutional food systems have been disrupted and challenged by the pandemic, and new opportunities are emerging for local farmers to feed their communities through these channels. Food banks and farm-to-school leaders struggle with limited knowledge of existing farms’ production capacity, bidding ability, and transportation channels; this gap in understanding acts as a significant roadblock to purchasing more local food from Tioga farmers. These bureaucratic systems that require bidding and exacting production volumes are a hurdle to farmer participation. There are real dollars available for local purchasing, and there is active outreach happening in 2021 to better understand crop availability and transportation challenges in order to allow more Tioga farmers to participate in these markets.

Efforts to address challenges to buying local at the institutional level are emerging. After not being able to spend down allocated funds to buy from local farmers in 2020, the Southern Tier Food Bank team is conducting a survey to assess crop availability and hurdles to participation. Anecdotally, farmers seemed unfamiliar or challenged by the bidding process, one that works well for large-scale farmers that are comfortable with forecasting in the fall for next summer’s harvest, but seems a barrier to small farmers.

New York State supports local food buying at the school level by providing incentives of 19 cents per meal if the district is meeting the goal of 30% local purchasing. At 19,000 meals per day in the 15 districts Mark Bordeau, SNS (Senior Food Service Director, Broome Tioga BOCES) oversees, there is a significant opportunity for increasing local food purchasing. Mark noted that at this time, they are not purchasing from any Tioga farmers due to a lack of a comprehensive understanding of the active farms in the county, barriers to the bidding process for producers, and scale to meet demand. Many farmers simply are not familiar or comfortable with the bidding process. In 2021, Broome Tioga BOCES will be using grant funds to fund a truck and driver to do direct pick-ups from farmers, a significant opportunity to create new sales opportunities for Tioga farmers to supply the three county districts and beyond if the value chain connections are made and supported through the relationship development process.

**Aggregation and distribution challenges blunt new opportunities for small farms in Tioga County and the buyers that seek their products.**

Access, aggregation, and distribution challenges emerged as a central issue in the expansion of markets for Tioga farmers. Many wholesale buyers felt that transportation was their single biggest hurdle to supporting more Tioga farmers. Efficiently moving product through the regional foodshed remains a key opportunity for improvement, as schools, food banks, wholesalers, and retailers seek to gain access to local products. Poorly controlled trucking costs can affect profitability for farm enterprises and resellers equally and remains a key barrier to increasing local food consumption.

In each sector of the local food system, we heard challenges with logistics and access to product in the county. One of the start-up home delivery services we spoke with said that “trucking is the single biggest hurdle to working with Tioga farmers because most do not deliver, so pick up on the farm is the only option.” Although an Amish-run produce auction nearby has offered new options for access and distribution, this does not address year-round transportation, as well as the movement of non-produce items such as meats, dairy, and value-added products central to Tioga’s agricultural production. Coordinated efforts to improve the timely movement of Tioga-grown products could result in significantly improved market opportunities.

**Interview Conclusions**

The state of agriculture in Tioga County has been shifting for decades and has been accelerated by a deepening dairy crisis and, in the last 12 months, a pandemic that has shaken conventional supply chains and anchor businesses. Tioga direct-to-consumer farmers have seen a sharp surge in demand in 2020, but this growth is in contrast to the systemic disruption of the larger wholesale supply chain for Tioga farmers. One farmer noted that his primary wholesale account to a national grocery chain had all but disappeared when the pandemic struck and did not recover; conversely, his retail sales exploded in 2020. Local food procurement has taken on new meaning for institutional buyers and consumers alike. With interest in local food and available resources increasing in the charitable and institutional food sectors, there is an opportunity to develop key strategies that address current barriers to markets; distribution, increased awareness of Tioga product availability, and more closely align resources to ensure that farmland stays in active production with sustainable business models that enhance the cultural and economic landscape of Tioga County.



## POTENTIAL STRATEGIES

The strategies described below are organized under two high-level goals. The first goal – “Transform Tioga County into an innovative next-generation farm economy with an emphasis on pasture-based production.” – is targeted at on-farm practices and upper supply chain innovations, while the second goal – “Create stronger, more effective market channels for Tioga County agribusinesses through branding, coordination, and strategic infrastructure investment.” – is focused on the development of downstream markets and supply chains.

For each strategy, we describe the rationale based on our research findings, and identify a small number of relevant models or resources.

### GOAL 1

Transform Tioga County into an innovative next-generation farm economy with an emphasis on pasture-based production.

#### Potential Strategies:

- Support the development and expansion of goat and sheep production in the county.
  - Rationale: With extensive marginal lands best suited for grazing, Tioga County is well-positioned to capture a piece of the growing market for goat and sheep products. Technical assistance, grant and loan dollars, and education (including disseminating success stories and business cases) could help farmers envision and pursue opportunities to transition some of their operation into raising goats or sheep.
  - Models: Vermont Creamery supporting cow-to-goat transition; solar grazing
- Build value-added dairy supply chains by encouraging processors to site facilities in the county and/or source high-quality milk from the county’s dairy producers.
  - Rationale: With continued declines in fluid milk consumption and low and volatile milk prices, Tioga County’s historic specialization in dairy production is a vulnerability for the farm economy. At the same time, high-value dairy products, especially artisan and specialty cheeses, represent a new and essentially untapped market for Tioga County dairy producers. The success of Vermont’s artisan cheese producers, such as Jasper Hill, Spring Brook, and Grafton Village, and the positive impact these businesses have had on the farms they purchase milk from (at prices well above commodity pricing), suggest a potential vision for Tioga County as a “mini-Vermont” – an innovative, place-based cheese (and other high-value dairy) sector that creates viable markets for dairy farmers.
  - Models: Vermont cheesemakers (and their relationships with dairy farmers), Northeast Dairy Business Innovation Initiative (as a potential resource: <https://agriculture.vermont.gov/dbic>)
- Encourage other farm-based innovations that leverage the assets of Tioga County and the region.
  - Rationale: Tioga County can also look beyond the dairy sector for other innovation opportunities that capitalize on its land base, adjacency to urban markets, and access to innovation and

collaboration. Cornell's Controlled Environment Agriculture (CEA) program, Grow-NY's food and ag innovation competition, and the state's growing interest in soil health, carbon farming, and regenerative agriculture all point toward potential avenues for innovation for Tioga County and its farmers.

- o Models: AppHarvest (major CEA development in Kentucky; <https://www.appharvest.com/>), AgLaunch (supports ag innovation in the Memphis region; <http://aglaunch.com/>)

## GOAL 2: Create stronger, more effective market channels for Tioga County agribusinesses through branding, coordination, and strategic infrastructure investment.

### Potential Strategies:

- Enhance online direct-to-consumer market channels through strategic coordination and supply-chain development.
  - o Rationale: Emerging online platforms, including Delivered Fresh, Farm Swarming, and Off the Muck, are pioneering new ways of getting locally grown product to local eaters. Some of these platforms have faced challenges in accessing Tioga County product, and have not fully tapped the Tioga County consumer base. Third-party coordination, facilitation of farmer-buyer relationships, and logistics/infrastructure support (see next strategy) could help more Tioga County product flow through these market channels.
  - o Models: New England Food Hub Network, Farm Fresh Rhode Island
- Develop a "light-touch" shared-use aggregation facility for use by third-party distributors and supply-chain players.
  - o Rationale: The dispersed nature of Tioga County farms, along with its hilly topography and road network, make it a challenge for outside distributors to efficiently gather Tioga County product for distribution to markets outside the county. A strategically sited "light-touch" shared-use food storage hub (or even multiple) could allow for aggregation of farm products prior to export from the county, dramatically improving the efficiency of distributors carrying Tioga County product to other markets.
  - o Models: Commercial space in Truxton, NY, used by Food & Ferments and Main Street Farms
- Coordinate stronger wholesale value-chain connections into urban markets, such as Binghamton and NYC.
  - o Rationale: While wholesale market channels typically offer lower prices than direct-to-consumer, they also offer greater efficiency, reduced marketing burden, and larger sales volumes. Coordinated access to urban wholesale markets could help Tioga County farmers who wish to pursue these channels to do so efficiently and effectively. For example, leveraging the Broome County Regional

Farmers Market for access to Binghamton wholesale customers, or tapping Hudson Harvest's reportedly planned new Southern Tier route to access Hudson Valley and NYC customers, could unlock new opportunities for Tioga County farmers.

- Models: Lucky Dog Local Food Hub, farmers' markets with strong wholesale activity (e.g. Raleigh Farmers' Market), other regional players such as Regional Access.
- **Expand wholesale markets through active supply chain development and tactical partnerships with institutional and charitable buyers.**
  - Rationale: As noted in the Interview Themes section, there are interested buyers with real dollars available in the institutional and charitable sectors, but bureaucratic hurdles and gaps in understanding have thus far prevented fully realizing these sales opportunities. Active cultivation of farmer-buyer relationships, with coordination and technical assistance provided by a third party, could help surmount these challenges. Incremental growth, starting with achievable, tactical pilot approaches (e.g., starting with a single product at an amount under the "small purchase threshold" so as to test the approach without going through the full bid process) could notch near-term wins and lay the foundation for expanded sales in the future.
  - Models: CADE Farm to Institution Matchmaking
- **Develop and implement a value-chain coordination strategy for the county, with clear roles for active players and stakeholders.**
  - Rationale: Tioga County has a number of organizations that are actively engaged and invested in supporting the viability of the county's farm economy: CCE, EDP, SWCD, and TC-ARG, to name just a few. A facilitated strategic planning process, with the goal of developing an integrated value-chain strategy for the county, with clarified roles for each of these players, could enhance effectiveness and identify critical gaps in capacity.
  - Models: Wallace Center Value Chain Coordination Quicksheets (as a resource; <https://wallacecenter.org/value-chain-coordination-quicksheets/>)
- **Create and launch a consumer-facing brand and marketing initiative that helps Tioga County farmers reach more eaters in the county and the broader region.**
  - Rationale: Some stakeholders suggested that Tioga County is not fully leveraging the value of its identity, noting that consumers outside the county do not always realize they are buying Tioga product. A place-based umbrella marketing initiative could help the county's farmers better capture that identity, communicate its value proposition, and build loyalty among consumers. A critical question in pursuing this strategy would be the relative cost-benefit balance of a county-oriented brand vs. a broader regional (e.g. Southern Tier) branding play.
  - Models: Onondaga Grown (<http://onondagagrown.com/>), Buy Fresh Buy Local Greater Lehigh Valley (<http://www.buylocalglv.org/>)

## DATA ANALYSIS: FOLLOW-UP POINTS

### Understanding the high sheep/goat sales in 2017 (\$2.5M)

- 2017 sheep and goat sales were driven almost entirely by sales of “Sheep, including lambs”, at \$2.3M in sales
- Sales of “Sheep, including lambs” totaled just \$29,000 in 2012 – so the data shows a huge increase over that five-year period
- Head of sheep sold in 2017 were 8,151, vs. 208 in 2012
- Just one other NY county had 2017 sheep sales over \$1M: Livingston County, with sheep sales of \$2.2M
  - Livingston County head of sheep sold in 2017 totaled 12,130 (compared to Tioga’s 8,151 with higher sales value)
- Overall, Tioga County’s very high 2017 sales figure in sheep sales seems anomalous and/or erroneous, as it doesn’t line up well against other comparison figures, and should therefore be interpreted with caution.

### Increase in grain sales (465% increase from 2007 to 2017)

- This increase was driven almost entirely by corn, with soy also showing significant growth:
  - 2007: Total grain Sales \$712K, Corn Sales \$646K, Soy Sales \$57K
  - 2017: Total grain Sales \$4.0M, Corn Sales \$3.4M, Soy Sales \$492K

### Tioga County low sales value per acre compared to some neighboring counties

- Tioga County’s relatively lower total agriculture sales per acre of farmland compared to some neighboring counties appears driven by two factors:
  - Tioga County has a much higher proportion of ag land in woodland (vs. cropland or pasture) compared to higher sales-per-acre counties
  - Higher sales-per-acre counties have more emphasis in some higher-value product categories, e.g. vegetables, fruit, value-added products, or animal sales.

## LITERATURE REVIEW

The **literature review** narrative is based on review of these documents:

- Agriculture Committee Notes. 2020. Tioga County COVID-19 Strategic Economic Recovery Plan.
- Broome County Department of Planning and Economic Development. 2019. Broome County Agricultural Economic Development Plan.
- Environmental Design & Research. 2015. Tioga County Agricultural and Farmland Protection Plan Update.
- Karp Resources. 2005. Final Report: Cooperative Marketing and Distribution Study for Agriculture Products.
- Kitchen Table Consultants. 2016. Southern Tier West: The Invigoration of Local Livestock and Processing Industries.
- Southern Tier Regional Economic Development Council. 2019. State of the Region: Southern Tier 2019 Progress Report.
- Cornell Small Farms Workteam on Grassland Utilization. Green Grass, Green Jobs: Increasing Livestock Production on Underutilized Grasslands in NYS.
- Food & Health Network of South Central New York. 2012. 2012 Regional Food System Assessment for South Central New York.
- Food Bank of the Southern Tier. 2016. Healthy Harvest Program Facts.
- Grow-NY. 2019. The Ag Economy in the Grow-NY Region: An Overview.
- Southern Tier 8. 2018. Comprehensive Economic Development Strategy: Five Year Plan 2018-2022.

### Agriculture Overview

Agriculture in the Southern Tier is a longstanding and valued industry with great opportunity to grow and expand. The topography consists of rounded hillsides with prime soils concentrated largely in river valleys. According to the 1945 US Census of Agriculture, there were 149,490 farms in the state and over 14 million acres were owned by farmers. As of the 2007 US Census of Agriculture, there were only 36,352 farms and just over 7 million acres owned by farmers. Of those, 3.6 million were being harvested for crops and slightly less than 1 million acres were used for pasture.<sup>1</sup> Dairy remains the top commodity group by value of sales in Tioga County, and beef, grains and dried beans, hay and field crops, and vegetables also make up a large percentage by value of sales.<sup>2</sup> Both the Food and Health Network (FaHN) of South Central New York's [2012 Regional Assessment](#) and the [Green Grass Green Jobs](#) report indicate that the land in the region best supports perennial forage crops and that raising livestock primarily on hay crop and pasture is the method best-suited for converting local plant energy into food for consumption.<sup>3</sup> Likewise, while there's not enough land in New York State to meet the dietary needs of every

<sup>1</sup> Green Grass Green Jobs: Increasing Livestock Production on Underutilized Grasslands in NYS, p 4

<sup>2</sup> Tioga County Agricultural and Farmland Protection Plan Update, p 16

<sup>3</sup> 2012 Regional Food System Assessment for South Central New York, p 6

resident, by making use of land suited to pasture and forage production to support diets with a moderate amount of meat and dairy products, it would be possible to feed more people with food produced in New York.<sup>4</sup>

Profitability is an ongoing challenge for farms in the region. Of the 536 farms in Tioga County in 2012, less than half (200, or 37%) experienced net income gains. The average net gain for those farms was \$70,824. Another 336 farms experienced net losses in 2012 with an average of \$13,038 per farm.<sup>5</sup> A similar analysis of sales data in Broome County suggests that the average sales value per farm may be inflated by a relatively small proportion of more profitable farm businesses, as many farms reported very low levels of total farm sales in 2012. Approximately 28% of all operations reported farm sales of less than \$1,000, and an additional 50% reported sales of between \$1,000 and \$20,000.<sup>6</sup> Additionally, as farm income has decreased, expenditures have increased. Farmers and farmland owners participating in focus groups for the Tioga County Agricultural Farmland and Protection Plan Update identified the property tax burden as one of the primary obstacles to the viability of agriculture in the county and region.<sup>7</sup> Southern Tier 8's Comprehensive Economic Development Strategy plan also highlights the additional costs that businesses in the Southern Tier face, including regulations, fees, and the cost of energy, noting that these costs plus depressed growth rates lead businesses to consider relocating out of the region.<sup>8</sup>

Yet the financial health of farms has an impact beyond each individual farm's bottom line. As the FaHN Regional Food Assessment identified, multiplier effects suggest that the economic impact of agriculture in the South Central NY area is approximately two times greater than the value of farm sales. This occurs in two ways, first through upstream effects of the jobs and revenue created by farmers purchasing products and services from local businesses, and second through the downstream effects of jobs and revenue resulting from processing, transporting, marketing, and other services necessary to bring products to consumers.<sup>9</sup> In addition, small- to mid-sized farms are valuable in increasing access to local food. While small farmers who connect directly with consumers only account for 2-10% of total farm sales, they foster thriving local food communities through farmers' markets and community supported agriculture (CSA) programs.<sup>10</sup> Mid-sized farms can ideally produce at a scale profitable for the farm and affordable for buyers, without severely damaging the environment or compromising the health of employees or livestock. These farms play a critical role in supplying institutions like schools, health care facilities, senior centers, large retail stores, and restaurants. The loss of mid-sized farms in the region presents a challenge in sustaining farms that can increase the availability of local products in the channels through which most food is purchased.<sup>11</sup>

## Agriculture and Economic Development Opportunities

Agriculture plays a large role in the county's land use, tourism potential, history, culture, and environmental quality.<sup>12</sup> Several studies have identified an unmet demand for agricultural products in the region and explored solutions for

<sup>4</sup> Green Grass, Green Jobs: Increasing Livestock Production on Underutilized Grasslands in NYS, p 7

<sup>5</sup> Tioga County Agricultural and Farmland Protection Plan Update, p 22

<sup>6</sup> Broome County Agricultural Development Plan, p 19

<sup>7</sup> Tioga County Agricultural and Farmland Protection Plan Update, p 23

<sup>8</sup> Comprehensive Economic Development Strategy: Five Year Plan 2018-2022, p 53

<sup>9</sup> 2012 Regional Food System Assessment for South Central New York, p 14

<sup>10</sup> 2012 Regional Food System Assessment for South Central New York, p 23

<sup>11</sup> 2012 Regional Food System Assessment for South Central New York, p 16

<sup>12</sup> Final Report: Cooperative Marketing and Distribution Study for Agriculture Products, p 10

meeting those gaps. The Broome County Agricultural Economic Development Plan estimated substantial unmet market demand for local food within the regional marketplace, estimated at \$29.9M for meat, \$12.7M for poultry and eggs, and \$35.7M for fruits and vegetables.<sup>13</sup> This mirrors the demand for local products that has been noted nationwide: according to data compiled by the Wallace Center of the Winrock Foundation, the demand for grass-fed beef, for example, has grown at an annual rate of 25-30% over the previous 10 years. Recent consumer research indicates that this pace will not slow down significantly any time soon.<sup>14</sup> The Southern Tier 8 five-year plan also identifies the demand for locally sourced food products as an asset for food and beverage producers, given the region's proximity to major urban areas.<sup>15</sup>

KK&P (then known as Karp Resources) conducted a Cooperative Marketing and Distribution Study for Tioga County back in 2005, and even 15 years ago, found that many New York farmers have turned to direct marketing through retail or wholesale channels where fresh, locally grown products are especially in demand. In addition, many direct marketing producers have diversified their operations and transitioned away from single commodity crops, moving to specialty, heirloom, or processed products that command higher prices at these outlets.<sup>16</sup> In the period 2002-2007, the number of farms in Tioga County selling directly to individuals decreased, yet the average amount each person spent on food purchased directly from farms was \$15.23 for Tioga County, higher than the regional average of \$11.29 per person.<sup>17</sup> Likewise, in the neighboring Southern Tier West region, 13-14% of farms were marketing through direct to consumer channels in 2016, notably higher than the national average of 7.8% as reported in Census of Agriculture data.<sup>18</sup>

Several initiatives in the region have provided new direct to consumer opportunities for farm businesses. The Broome County Regional Farmers Market in Birmingham allows vendors to rent space based on their schedule, ranging from one day at a time to the full season. Vendors also have access to the commercial kitchen facilities for the production or testing of value-added agricultural products. Meat Suite is an online directory of meat producers throughout New York State and a platform for connecting consumers directly with participating farm operations. Meat Locker is a companion project that provides freezer space for producers and consumers engaged in the freezer trade.<sup>19</sup> The Southern Tier West report identified that a frozen storage facility, such as the Meat Locker project, overcomes a barrier to purchase and creates demand around sales channels that produce the best results for farmers.<sup>20</sup>

Supporting agriculture through cooperative marketing and distribution has been explored through several studies. The Cooperative Marketing and Distribution Study conducted in 2005 explored cooperative distribution methods for agricultural products in Tioga County. The study found a schism between long-time farmers and new farmers. Additionally, among dairy farmers, those with large operations were relatively content with their participation in either the existing cooperative or the commodity systems while smaller dairy farmers did not earn a sustainable

<sup>13</sup> Broome County Agricultural Economic Development Plan, p 20-21

<sup>14</sup> Southern Tier West: The Invigoration of Local Livestock and Processing Industries, p 24

<sup>15</sup> Comprehensive Economic Development Strategy: Five Year Plan 2018-2022, p 24

<sup>16</sup> Final Report: Cooperative Marketing and Distribution Study for Agriculture Products, p 18

<sup>17</sup> 2012 Regional Food System Assessment for South Central New York, p 23

<sup>18</sup> Southern Tier West: The Invigoration of Local Livestock and Processing Industries, p 20

<sup>19</sup> Broome County Agricultural Economic Development Plan, p 34

<sup>20</sup> Southern Tier West: The Invigoration of Local Livestock and Processing Industries, p 56

income when the government-set milk price was low.<sup>21</sup> Within the livestock and meat sector, farmers felt the lack of a nearby slaughterhouse as a significant hindrance to their operations, as meat processed at the more readily available NYSDAM 5-A facilities may not be sold commercially.<sup>22</sup> The study concluded that agriculture in the county is too diverse and enthusiasm for cooperative marketing and distribution was not strong at that time. Instead, efforts geared towards small groups of farmers clustered around specialty products were recommended.<sup>23</sup> In 2013, a food hub feasibility study was undertaken in the neighboring Southern Tier West region, and while the farmers interviewed were moderately to strongly interested in participating there were potential barriers. Price not being substantially lower than direct market prices was important to farmers, and some potential logistical problems emerged such as smaller farmers not being prepared for GAP certification and farmers preferring that the food hub be within a 20-30 minute drive which poses a challenge in a rural area.<sup>24</sup> Likewise, while buyers were enthusiastic about the idea of a one-stop-shop to simplify their ordering of local produce, many were concerned about the cost and had the perception that their customers had only modest interest in local foods.<sup>25</sup> The study concluded that a food hub would be unlikely to succeed at that time, suggesting instead a coordinated, local foods scale-up initiative that could serve as a foundation for a future food hub.<sup>26</sup>

### Relevant Existing Planning Efforts

Several agricultural and economic development plans have valuable intersections with work in the Southern Tier.

#### ***Tioga County Agricultural and Farmland Protection Plan Update (2015)***

This plan updated Tioga County's existing Agricultural and Farmland Protection Plan approved in 1998. Through collecting and analyzing public participation feedback, evaluating current conditions affecting the state of agriculture, and ranking agricultural lands for land protection initiatives, a series of strategies and actions to advance Tioga County agriculture are recommended.

As a result of the public participation through public meetings, focus groups, and surveys, the three highest rated goals by farmers and non-farmers alike were to achieve sustainable growth in the agricultural economy, attract new and beginning farmers to the agricultural sector, and increase the economic viability of agriculture through increased energy efficiency and the use of local natural energy resources.<sup>27</sup> Additionally, public participation identified several farms and supporting business that are under-represented and could fill existing gaps in the county's agricultural economy. In addition to value-added agriculture and USDA-inspected slaughtering facilities mentioned previously, these businesses include implement and equipment dealers, small cereal grain and hop production/processing, non-traditional or niche crop and livestock production, post-harvest processing and storage facilities, and farm product marketing and distribution.<sup>28</sup>

<sup>21</sup> Final Report: Cooperative Marketing and Distribution Study for Agriculture Products, p 13-14

<sup>22</sup> Final Report: Cooperative Marketing and Distribution Study for Agriculture Products, p 15

<sup>23</sup> Final Report: Cooperative Marketing and Distribution Study for Agriculture Products, p 33

<sup>24</sup> Building a Food Hub in the Southern Tier West Region of New York State, p 4

<sup>25</sup> Building a Food Hub in the Southern Tier West Region of New York State, p 5-6

<sup>26</sup> Building a Food Hub in the Southern Tier West Region of New York State, p 7-8

<sup>27</sup> Tioga County Agricultural and Farmland Protection Plan Update, p 10

<sup>28</sup> Tioga County Agricultural and Farmland Protection Plan Update, p 26



The plan produced seven goals in support of a vision for a viable, diverse, and growing agricultural sector within Tioga County:

- Achieve sustainable growth in the agricultural economy
- Maintain adequate access to quality farmland
- Attract new and beginning farmers
- Develop and support agricultural education, and provide technical assistance
- Improve communication between farmers, rural landowners, and public agencies
- Assist farms in dealing with environmental challenges and opportunities
- Increase the economic viability of agriculture through increased energy efficiency and use of local natural energy resources<sup>29</sup>

Multiple agricultural and farmland protection strategies are outlined in support of these goals. Two strategies of particular interest are related to the first goal of achieving sustainable growth in the agricultural economy, to increase the profitability of existing farm enterprises within Tioga County, and develop new opportunities for production, aggregation, marketing, and distribution.<sup>30</sup>

***State of the Region: Southern Tier 2019 Progress Report***

This report from the Southern Tier Regional Economic Development Council (STREDC) provides updates on existing projects, identifies regional priorities, identifies strategies and actions related to state priorities, and provides details on recommended priority projects. One of the plan’s four segments is to transform the food and agriculture industry, making the Southern Tier a world-recognized leader in agriculture technology and serving as a key food supplier for the East Coast of the United States. A strategic mix of projects will transform and grow agriculture and food production, processing, and distribution across the region, while also strengthening links to growing tourism and manufacturing industries.<sup>31</sup>

The initiative to transform the food and agriculture industry includes developing new technologies to transition the Southern Tier from being a highly seasonal, occasional provider of food products to a reliable source of supply for the East Coast; increasing the diversity of and access to food processing facilities around the region; and leveraging the location at the crossroads of upstate New York via the creation of a “food hub” network.<sup>32</sup> The Southern Tier West report also identifies the lack of food hubs in the greater region as a missed opportunity. Food hubs are often the next step for direct to consumer farms that are seeking another sales channel.<sup>33</sup> Additionally, value chains are identified by FaHN’s Regional Food Assessment as a source of untapped potential for increased economic

<sup>29</sup> Tioga County Agricultural and Farmland Protection Plan Update, p 43

<sup>30</sup> Tioga County Agricultural and Farmland Protection Plan Update, p 44

<sup>31</sup> State of the Region: Southern Tier 2019 Progress Report, p 4

<sup>32</sup> State of the Region: Southern Tier 2019 Progress Report, p 41

<sup>33</sup> Southern Tier West: The Invigoration of Local Livestock and Processing Industries, p 22

development, both in expanding meat, poultry, dairy, and grain processing, as well as aggregating and distributing locally grown products.<sup>34</sup>

Food processing has been identified as both an opportunity and challenge in the region by other projects like the Broome County Agricultural Economic Development Plan. While local farmers can use processors to add value to their products, reach new markets, and expand their product offerings and seasonal availability, economic changes have left fewer options for food manufacturing, and what processors remain within the region do not necessarily source their supplies locally.<sup>35</sup> However, the STREDC identifies several priority projects of special interest in light of these concerns. The expansion of Upstate Farms Cheese LLC would increase production of cheese by 30% and result in an additional 175M pounds of milk needed on an annual basis. The Saputo Dairy Foods project would enable Saputo to increase its processing capacity and diversify its product lines, while also stimulating new demand for New York State milk. The Sam A Lupo Sons Inc project to expand their current meat processing would increase efficiencies and improve storage, helping to relieve a pain point for livestock producers.<sup>36</sup> One final initiative worth mentioning is Grow-NY, a business competition started in 2019 to advance tech and innovation in the food and agricultural industry in Upstate New York.<sup>37</sup>

***Comprehensive Economic Development Strategy: Five Year Plan 2018-2022***

This report from Southern Tier 8 is intended to be the organization’s guiding document in directing and evaluating regional community and economic development progress over the five-year period from 2018 to 2022. Six objectives are identified, with strategies and milestones laid out for each. Many of the objectives and strategies only touch on the agricultural economy, although agriculture is well represented in their goals to adopt regional marketing strategies and develop strategies to focus on small, rural communities. The regional marketing goal encompasses several strategies to improve the appeal of the region’s communities. Some existing initiatives are highlighted as examples of regional marketing success, including the Tioga Arts & Agriculture Trail that is a self-guided tour through art studios, galleries, and farmland, and the Regional Farmers Market and Commercial Kitchen in Broome County.<sup>38</sup> The broader regional marketing strategy includes an intention of developing a regional marketing plan for food and agriculture, which will be a benefit to farm and food businesses in the region.

The rural development objective assesses the impact of limited transportation and improving the viability of rural healthcare services, along with improving economic development opportunities. The latter intersects with the agricultural economy through supporting the trend of local food sourcing and highlights the Center for Agricultural Development and Entrepreneurship (CADE) as a positive example with its mission of increasing the number and diversity of successful farm enterprises and related businesses in New York.<sup>39</sup>

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<sup>34</sup> 2012 Regional Food System Assessment for South Central New York, p 19

<sup>35</sup> Broome County Agricultural Economic Development Plan, p 24

<sup>36</sup> State of the Region: Southern Tier 2019 Progress Report, p 51-53

<sup>37</sup> State of the Region: Southern Tier 2019 Progress Report, p 41

<sup>38</sup> Comprehensive Economic Development Strategy: Five Year Plan 2018-2022, p 64-65

<sup>39</sup> Comprehensive Economic Development Strategy: Five Year Plan 2018-2022, p 71



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A viable agricultural economy in Tioga County remains a priority for farmers, residents, and organizations. Re-evaluating the findings of past research and feasibility studies in light of current circumstances may very well yield new conclusions and guide valuable long-term strategies. However, addressing the many challenges and disruptions caused by COVID-19 is a top short-term priority. To that effect, the Agriculture Committee of the Tioga County COVID-19 Strategic Economic Recovery Plan prioritized recovery actions to support farmers in pivoting to e-commerce, connecting with direct marketing sources, and addressing disruption in the fluid milk supply chain. Longer-term redevelopment actions prioritize assisting farmers in creating more resilient farm businesses, instructing institutions on buying direct from farmers, and educating students and consumers on the importance of local food. As COVID-19's implications for the local food system continue to emerge, longer range solutions and strategies will continue to evolve.