



Tioga County Industrial Development Agency
November 1, 2023 – 4:30 pm
Ronald E Dougherty County Office Building
56 Main Street, Owego, NY 13827
Legislative Conference Room, 1st Floor
Agenda

Call to Order and Introductions

Attendance

IDA Board Members

Roll Call: J. Ceccherelli, K. Gillette, M. Sauerbrey, E. Knolles, M. Townsend

Excused: J. Ward, T. Monell

Guests: C. Curtis, M. Schnabl, J. Meagher, L. Tinney

Privilege of the Floor

Rick Pedro, Town of Owego Assessor – Solar Discussion

Brittany Woodburn, ED&P Deputy Director – DRI Project Updates

Approval of Minutes

- A. [October 4, 2023 Regular Meeting Minutes](#)
- B. [October 23, 2023 Loan Committee Minutes](#)

Financials

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

ED&P Update: L. Tinney Report

New Business: C. Curtis

- A. Business Council Quarterly Newsletter – Ad selection

Committee Reports: C. Curtis

- A. Public Authority Accountability Act (PAAA)
 - 1. Audit Committee Report: M. Townsend, E. Knolles, J. Ward
 - a. No report
 - 2. Governance Committee: J. Ceccherelli, M. Townsend, E. Knolles
 - a. No report
 - 3. Finance Committee: J. Ceccherelli, M. Townsend, J. Ward
 - a. [PARIS Budget Submitted](#)
 - b. CD – penalty and interest rate comparison in progress
 - 4. Loan Committee: J. Ward, K. Dougherty, D. Barton, E. Knolles
 - a. C. Curtis Loan Analysis Training



1. [Self-Directed Courses | Risk Management Association | RMA \(rmahq.org\)](#)
2. Façade Loan Fund – STREDC determination in progress

5. Railroad Committee: M. Sauerbrey, K. Gillette, T. Monell
 - a. Jim Conway & C. Curtis – meetings October 17 & 18 – report
 - b. [Corporate Drive repairs completed](#)

PILOT Updates: C. Curtis

- A. PILOT Disbursements Completed
- B. Sales Tax Exemptions Update:
 1. Best Bev LLC - \$1,642,065.88/Authorized \$1,619,751.00
 - a. Letter of Request
 - b. Resolution
 2. RB Robinson - \$36,231.89/Authorized \$55,990.00 – Project Complete
 3. 231 Main LLC – \$0/ Authorized \$34,320
 4. SEASON II LLC - \$0/ Authorized \$17,942
 5. Arteast Café LLC - \$0/ Authorized \$24,000
 6. Navo Properties LLC - \$0/ Authorized \$1,128

Project Updates: C. Curtis

- A. Owego Gardens II
 1. Robinson completed outstanding items
 2. Original budget vs. projected final expenses

Grant Updates: C. Curtis

- A. New York State Division of Homeland Security and Emergency Services (DHSES) DR-4567 Planning Grant – Richford Railroad
 1. Approved; Contract Executed; Study in Progress by Larson Design Group
- B. ARC Grant Application – Engineering Design Lounsberry Industrial Hub Buildings – Approved
 1. Larson Design Group will not take on study; Original proposal dated 7/2022 \$52,100; ARC: \$26,050 TCIDA: \$26,050
 - [Hunt](#) \$75,000 (If Geotech & bid documents included \$115,000)
 - [Delta](#) \$98,000
 - [Fagan](#) \$80,000
- C. ESD Grant Application – Municipal Water Extension to Raymond Hadley
 1. Approved; Contract Executed; Study in Progress by Larson Design Group
- D. ESD Water Tank – ESD AB017
 1. Reimbursement (\$350,000) received 10-30-23
- E. Local Meat Capacity Grant – Reed Brook Meats application submitted 7-14-23
- F. Blodgett Road – Application submitted by SWCD

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

Next Meeting: Wednesday December 6, 2023



DRAFT

**Tioga County Industrial Development Agency
October 4, 2023 – 4:30 pm
Ronald E Dougherty County Office Building
56 Main Street, Owego, NY 13827
Legislative Conference Room, 1st Floor
Regular Meeting Minutes**

I. Call to Order and Introductions: Ms. Ceccherelli called the meeting to order at 4:36 pm.

II. Attendance

IDA Board Members

Roll Call: J. Ceccherelli, M. Sauerbrey, E. Knolles, J. Ward, M. Townsend

Excused: K. Gillette, T. Monell

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

III. Privilege of the Floor: None

IV. Approval of Minutes

A. September 6, 2023 Regular Meeting Minutes

Motion to approve September 6, 2023 Regular Meeting Minutes, as written. (E. Knolles, M. Townsend)

**Aye – 5 Abstain – 0
No – 0 Carried**

V. Financials

A. Balance Sheet

B. Profit & Loss

C. Transaction Detail

D. Accounts Receivable

Motion to acknowledge financials, as presented. (E. Knolles, M. Townsend)

**Aye – 5 Abstain – 0
No – 0 Carried**

VI. ED&P Update: L. Tinney Report

Ms. Tinney updated the board on the following items:

- The groundbreaking for the Neighborhood Depot CDBG project in the Village of Owego is scheduled for next week.
- The Village of Waverly NY Forward planning continues, with community engagement sessions and meeting of the local planning committee to determine potential projects.
- The housing project in the Village of Waverly continues to be delayed.
- The Town of Nichols broadband project will be wrapping up this month with the final leg of installations.
- The New York Main Street project in the Village of Candor has finished construction, and will be completed once reporting is completed.
- The Land Bank submitted a New York Main Street application for 81 North Ave in the Village of Owego. A final decision from the state has yet to be made regarding the



application.

- The Land Bank completed four demolitions in the Village of Owego.
- Workforce development: S. Lanning has been scheduling individual meetings with schools; the Spencer Van-Etten and career center partnership, which will bring a career center representative into the school, is in negotiations; the BOCES and Owego-Apalachin partnership is moving forward, they will be offering both classes to students and adult education classes.
- Planning: E. Jardine continues to work on the County-wide strategic plan and the Hazard Mitigation plan
- Sustainability: E. Pratt continues to work on the solid waste management plan and coordinating clean up days in the Town of Nichols, Village of Waverly and the Town of Barton.
- The solar project on the Farmer Brown property has a PILOT that was negotiated by the Town of Owego. It was negotiated so that the town, county and school all received equal thirds payments. However, the school board did not agree to the equal thirds disbursements. The town will now have to discuss with the school board what they will find acceptable.
- Ms. Tinney has been in discussions with Town of Owego assessor R. Pedro regarding solar PILOTs. The state has given new direction to assessors on how to assess solar projects. R. Pedro has found that in year 7 of solar PILOTs, often times the PILOT payment would exceed what they would normally be expected to pay, which is not permissible. Because of this, R. Pedro would like to come talk to the board to discuss solar PILOTs. The board was agreeable to him coming to the next meeting to discuss.
- County sales tax year to date numbers are up 9%.
- The department is assisting the Chamber of Commerce in setting up a Business Expo that will be held in November.
- The 2% tax cap PILOT is pending legislation.
- A full update of the DRI projects that fall under the TCIDA multi-site program will be given at the November meeting.

VII. New Business: C. Curtis

A. Suneast Valley Solar LLC

1. Public Hearing Transcript: there was no public attendance at the public hearing and no letters of support were received.
2. Resolution

Ms. Sauerbrey noted that going forward, she would prefer that there is no mortgage tax exemptions on solar PILOTs, as that affects the county financially. She would like the board to discuss approving mortgage tax exemptions before moving forward, especially on solar projects.

Motion to approve resolution that authorizes sales and use tax exemptions not to exceed \$3,077,212, mortgage tax exemption not to exceed \$248,844, and a real property tax exemption not to exceed \$209,900. (E. Knolles, J. Ward)

Aye – 5	Abstain – 0
No – 0	Carried

B. Arteast Café LLC: 37-41 Lake Street, Owego commercial building with upper story residential units



- 1. Sales Tax Exemption Application
- 2. Resolution: authorize sales tax exemption in the amount of \$24,000 for the renovation of 37-41 Lake Street, Owego. The \$24,000 accounts for both the state and local portions with half for the state sales tax exemption and half for the local tax exemption. This is the case for all of the sales tax exemption applications.
- C. Season II LLC: 229 North Ave, Owego commercial building that will be home to a new food and beverage establishment.
 - 1. Sales Tax Exemption Application
 - 2. Resolution: authorize sales tax exemption in the amount of \$17,942.
- D. Navo Properties LLC: 53-55 North Ave, Owego commercial building with upper story residential units.
 - 1. Sales Tax Exemption Application
 - 2. Resolution: authorize sales tax exemption in the amount of \$1,128.

Motion to authorize sales tax exemption only applications for Arteast Café LLC, Season II LLC, and Navo Properties LLC. (M. Townsend, M. Sauerbrey)

Aye – 5 Abstain – 0
No – 0 Carried

Ms. Curtis noted there is property owner that is renovating multiple residential properties that is interested in applying for a sales tax exemption. She asked the board if they would consider approving a sales tax exemption for a residential only property. The board was open to considering it in the future.

VIII. Committee Reports: C. Curtis

A. Public Authority Accountability Act (PAAA)

- 1. Audit Committee Report: M. Townsend, E. Knolles, J. Ward
 - a. No report
- 2. Governance Committee: J. Ceccherelli, M. Townsend, E. Knolles

Motion to affirm C. Curtis Salary Vote: increase of 6% to \$58,419 (E.Knolles, M. Townsend.)

Aye – 5 Abstain – 0
No – 0 Carried

3. Finance Committee: J. Ceccherelli, M. Townsend, J. Ward

- a. TCIDA Budget – recommending approval: Ms. Curtis noted that she revised the budget to reflect the Veolia check going out and reimbursement coming in.

Motion to approve budget as recommended by the finance committee. (E. Knolles, M. Townsend)

Aye – 5 Abstain – 0
No – 0 Carried

4. Loan Committee: J. Ward, K. Dougherty, D. Barton, E. Knolles

- a. No report

5. Railroad Committee: M. Sauerbrey, K. Gillette, T. Monell

- a. Jim Conway & C. Curtis – meetings October 17 & 18 for potential development opportunities.
- b. Railroad Committee Meeting with RJ Corman October 19

IX. PILOT Updates: C. Curtis

A. Sales Tax Exemptions Update: all within authorized limits.

- 1. Best Bev LLC - \$1,261,733.77/Authorized \$1,619,751.00



- 2. RB Robinson - \$36,231.89/Authorized \$55,990.00
- 3. 231 Main LLC – Report forthcoming

X. Project Updates: C. Curtis

A. Owego Gardens II

- 1. Developer Agreement: Ms. Curtis shared a document that summarized the final developer agreement meeting. She shared that the tank and booster portion of the project that is not refundable and for which the IDA will have to pay to Veolia is \$97,905.63. The check will be paid once the agreement is signed. The water tank portion of the project that is refundable amounts to \$484,809.19. The final refund will be the difference between the tank and booster amount and the water tank amount, for a refund of \$386,903.56. J. Ward requested that the board look at the budgeted costs versus the actual net costs of the project next meeting. Final drafts of the agreement are expected at the end of October.

Motion to authorize J. Ceccherelli to sign the final developer agreement upon J. Meagher approval. (K. Knolles, M. Sauerbrey)

Aye – 5	Abstain – 0
No – 0	Carried

- 2. Robinson Final Completion: Robinson confirmed that they will return to the sign to fix asphalt at no cost to the IDA.

XI. Grant Updates: C. Curtis

A. New York State Division of Homeland Security and Emergency Services (DHSES) DR-4567 Planning Grant – Richford Railroad: work has begun to begin the study on the railroad, including work looking into boring and grading the railroad.

- 1. Approved; Contract Executed; Study in Progress by Larson Design Group

B. ARC Grant Application – Engineering Design Lounsberry Industrial Hub Buildings - Approved

- 1. Approved – Larson Design Group awarded

C. ESD Grant Application – Municipal Water Extension to Raymond Hadley

- 1. Approved; Contract Executed; Study in Progress by Larson Design Group, preliminary engineering report has begun.

D. ESD Water Tank – ESD AB017

- 1. Reimbursement (\$350,000) forthcoming

E. Local Meat Capacity Grant – Reed Brook Meats application submitted 7-14-23, still awaiting decision.

F. Blodgett Road – Application submitted by SWCD, still awaiting approval.

XII. Motion to move into Executive Session at 5:11 pm pursuant to Public Officers Law Section 105 to discuss financial matters. (M. Sauerbrey, M. Townsend)

Motion to adjourn Executive Session at 5:18 pm.

XIII. Next Meeting: Wednesday November 1, 2023



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

XIV. Adjournment: Ms. Sauerbrey motioned to adjourn the meeting at 5:18 pm.



Tioga County IDA
Loan Committee Meeting
October 23, 2023 – 9 am
Agenda

Members: K. Dougherty, D. Barton, J. Ward, E. Knolles, M. Townsend
Present: K. Dougherty, D. Barton, J. Ward, E. Knolles, M. Townsend
Guests: C. Curtis

Meeting called to order at 9:10

New Business

A. TCIDA IRP Loan (\$29,297) & RBEG Loan (\$67,150)

1. Peyper Fields LLC

Recommend denial; applicant would be reconsidered upon obtaining bank participation and/or additional cash equity.

Aye – 5 Abstain – 0
No – 0 Carried.

Meeting adjourned at 9:33

Budget Report for Tioga County Industrial Development Agency

Fiscal Year Ending: 12/31/2024

Run Date: 10/23/2023

Status: CERTIFIED

Certified Date: 10/23/2023

Budget & Financial Plan

Budgeted Revenues, Expenditures, And Changes in Current Net Assets.

	Last Year (Actual) 2022	Current Year (Estimated) 2023	Next Year (Adopted) 2024	Proposed 2025	Proposed 2026	Proposed 2027
REVENUE & FINANCIAL SOURCES						
Operating Revenues						
Charges For Services	\$14,977.29	\$18,600.59	\$393,000.00	\$18,000.00	\$18,000.00	\$18,000.00
Rental And Financing Income	\$79,877.22	\$47,981.01	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Other Operating Revenues	\$47,000.00	\$311,258.98	\$520,327.00	\$53,500.00	\$11,500.00	\$11,500.00
Non-Operating Revenues						
Investment Earnings	\$21,866.29	\$10,316.54	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
State Subsidies/Grants	\$699,112.54	\$595,352.97	\$88,153.05	\$38,000.00	\$38,000.00	\$38,000.00
Federal Subsidies/Grants	\$0.00	\$0.00	\$45,000.00	\$0.00	\$0.00	\$0.00
Municipal Subsidies/Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Public Authority Subsidies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Nonoperating Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proceeds From The Issuance Of Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total revenues and financing sources	\$862,833.34	\$983,510.09	\$1,105,480.05	\$168,500.00	\$126,500.00	\$126,500.00
EXPENDITURES						
Operating Expenditures						
Salaries And Wages	\$55,457.27	\$55,938.75	\$58,419.00	\$58,419.00	\$58,419.00	\$58,419.00
Other Employee Benefits	\$8,999.59	\$9,619.44	\$9,791.98	\$9,939.82	\$10,090.62	\$10,244.43
Professional Services Contracts	\$100,645.00	\$105,547.13	\$93,521.63	\$63,779.51	\$65,915.20	\$66,053.44
Supplies And Materials	\$45,934.33	\$24,450.47	\$17,146.20	\$17,489.12	\$17,838.91	\$18,882.56
Other Operating Expenses	\$9,473.50	\$6,097.78	\$8,623.44	\$8,635.91	\$8,648.63	\$8,661.60
Non-Operating Expenditures						
Payment Of Principal On Bonds And Financing Arrangements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest And Other Financing Charges	\$5,919.93	\$4,803.00	\$4,504.00	\$3,886.00	\$3,579.73	\$3,162.76
Subsidies To Other Public Authorities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Asset Outlay	\$709,883.90	\$354,459.61	\$0.00	\$0.00	\$0.00	\$0.00
Grants And Donations	\$698,129.32	\$246,087.33	\$97,271.05	\$0.00	\$0.00	\$0.00
Other Nonoperating Expenses	\$8,444.48	\$1,574.42	\$52,700.00	\$13,000.00	\$13,000.00	\$13,000.00
Total expenses	\$1,642,887.32	\$808,577.93	\$341,977.30	\$175,149.36	\$177,492.09	\$178,423.79
Capital Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Excess (Deficiency) Of Revenues And Capital Contributions Over Expenses	(\$780,053.98)	\$174,932.16	\$763,502.75	(\$6,649.36)	(\$50,992.09)	(\$51,923.79)

Budget Report for Tioga County Industrial Development Agency

Fiscal Year Ending: 12/31/2024

Run Date: 10/23/2023

Status: CERTIFIED

Certified Date: 10/23/2023

The authority's budget, as presented to the Board of Directors, is posted on the following website: <https://tiogacountyny.com/programs-agencies/industrial-development-agency/>

Additional Comments

CAPITAL GRANT

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

**SOUTHERN TIER REGION
ECONOMIC DEVELOPMENT
CORPORATION (STREDC)**

8 Denison Parkway East, 3rd Floor, Suite 403
Corning, New York 14830
Phone: (607) 962-3021
Fax: (607) 607-936-8081
E-mail: dwlantz@stny.rr.com

THE GRANTEE:

Tioga County Local Development Corporation
56 Main Street
Owego, New York 13827
Contact: Douglas W. Barton, President
Phone: (607) 687-8254
Fax: (607) 687-1435
E-mail: bartond@co.tioga.ny.us
Federal Taxpayer ID#:

PROJECT NAME:

Tioga County Commercial Façade Improvement
Loan Program

PROJECT LOCATION(S):

Commercial districts of the Villages of Candor,
Newark Valley, Nichols, Owego, Spencer, Waverly
and Apalachin, Berkshire, Richford and Tioga
Center.

PROJECT NUMBER:

N/A

GRANT AMOUNT:

\$250,000.00

FUNDING SOURCE:

STREDC Community Revitalization Fund

TERMS AND CONDITIONS

1. The Project

- (a) The project will occur as described in Exhibit A and the STREDC Directors' materials attached. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.
- (b) The Grantee will submit to STREDC the report(s) as required in Exhibit B.
- (c) The Grantee will provide the company disclosure required by Exhibit C regarding each company or entity receiving Grant or Loan funds under the Project.

2. Project Budget and Use of Funds

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

3. Conditions Precedent to Disbursement of the Grant

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

- (a) STREDC has received an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit E.
- (b) Any necessary approval has been issued by ESD, and the Grant funds have been received by STREDC.
- (c) There have been no materially adverse changes in the financial condition of the Grantee since the date of submission of its application to STREDC.

4. Disbursement

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

- (a) STREDC shall reimburse the Grantee, in the manner as set forth in Exhibit E, the amount of eligible expenses actually incurred by the Grantee, upon presentation to STREDC of a Payment Requisition Form, together with such supporting documentation as STREDC may require, in the form attached to this Agreement as Exhibit G and its attachments. Disbursements shall be on a pro-rata basis with

disbursement of funds from other sources in the Project (other loans, owner equity, etc.).

- (b) The last ten percent (10%) of the Grant shall not be disbursed by STREDC until all of the tasks and reports required under this Agreement have been completed to STREDC's satisfaction.
- (c) In no event will STREDC make any payment which would cause STREDC's aggregate disbursements to exceed the Grant amount.

5. Non-Discrimination and Contractor & Supplier Diversity

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

6. No Liability of STREDC

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

7. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

- (a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.
- (c) It is duly organized or incorporated, validly existing and in good standing under the laws of the State of its organization, has full power and authority to own its assets and to conduct the activities in which it is now engaged or proposed to be engaged and is duly qualified and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its existence in good standing in each such jurisdiction.
- (d) There are no actions, suits or proceedings or, to the knowledge of Grantee, threatened against, or affecting Grantee before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties or business of the Grantee,

except as may have been disclosed in writing to STREDC.

- (e) Grantee is in compliance and shall continue to comply in all material respects with all material applicable laws, rules, regulations and orders. The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (f) The information contained in the application submitted by the Grantee in connection with the project and the Grant, as such application may have been amended or supplemented (the "Application"), is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Application, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that STREDC has relied on the statements and representations made by the Grantee in the Application in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in connection with the Grant and that the information contained in the Application continues on the date hereof to be materially correct and complete.
- (g) intentionally omitted.
- (h) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (i) The Grant shall be used solely for eligible expenses in accordance with the terms and conditions of this Agreement.
- (j) It is solely responsible and has sufficient funding for all Project costs in excess of the Grant.
- (k) No materials, if any, purchased with the Grant will be used for any purpose other than the Project.
- (l) The Grantee shall report in writing to STREDC any grants, commitments or funds received by the Grantee from any source, governmental or non-governmental, in connection with the carrying out of the Project, other than the grant of funds received under this Agreement. No part of the Grant will be applied to any expenses paid or payable from any other funding source.
- (m) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to,

furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

- (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five (5) percent of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and
 - (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (n) Any report or other product of the Grant, after approval of such product by STREDC, shall contain the following acknowledgment:
- "Funding provided by a grant from
Empire State Development"
- (o) STREDC may make reasonable use of any report or other product of the Grant upon notice to the Grantee.
- (p) Grantee will use STREDC grant funds, and submit payment requisitions, exclusively for eligible expenses related to capital works or purposes in accordance with IRS rules and regulations relating to ESD's bonds and in accordance with the New York Debt Reform Act. Grantee acknowledges that grant funds must be used solely for authorized capital purposes and not for operating expenses or other working capital items or non-capital purposes, irrespective of whether the funds are still used for the benefit of the Project, unless expressly otherwise approved in writing by STREDC. Grantee acknowledges that the consequences of breaching this covenant could result in violations of state law and/or large bond issuances being treated as taxable instead of tax exempt for federal and state tax purposes, loss of certain federal subsidies to the state, adverse ratings changes for such bonds, and disproportionate negative financial consequences to the state and bondholders. Grantee recognizes its financial obligations, risks and liabilities for breach of this covenant. STREDC may, from time to time, request information from Grantee to

confirm its compliance with this covenant and Grantee acknowledges its obligation under Section 8 (a) (ii) of the GDA to provide information upon request to STREDC.

8. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
- (i) Failure to perform or observe any obligation or covenant of the Grantee contained herein to the reasonable satisfaction of STREDC and within the time frames established therefor under this Agreement.
 - (ii) Failure to comply with any request for information reasonably made by STREDC to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by STREDC in connection with the Grant.
 - (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant.
 - (iv) A default beyond any applicable grace period by the Grantee, or any entity which Grantee directly or indirectly controls, is controlled by, or is under common control with, under any other agreement with STREDC.
- (b) Upon the serving of notice to the Grantee of the occurrence of a default (which notice shall specify the nature of the default), STREDC shall have the right to terminate this Agreement, provided that if the default is pursuant to paragraph 8(a)(i) or 8(a)(ii), no default shall be deemed to have occurred if Grantee cures such default within ten (10) days of notice from STREDC or, if the default cannot reasonably be cured within such ten-day period, Grantee commences to cure such default within the ten-day cure period and cures the default within ninety (90) days thereafter, provided further that STREDC shall not be obligated to make any disbursements during any such cure period.
- (c) Upon such termination of this Agreement, STREDC shall withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If STREDC determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, STREDC may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. STREDC shall be entitled to exercise any other rights and seek any other remedies provided by law.

9. Term

The term of this Agreement shall commence on the date hereof and expire on the

Expiration Date, as set forth on the first page of this Agreement.

10. Books and Records; Project Audit

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

f 11. Survival of Provisions

The provisions of Sections 6, 8 and 10 shall survive the expiration or earlier termination of this Agreement.

12. Notices

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

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

STREDC

Name: Diane Lantz
Title: Administrator
Address: 8 Denison Parkway East, 3rd Floor – Suite 403, Corning, NY 14830
Telephone Number: (607) 962-3021
Facsimile Number: (607) 936-8081
E-Mail Address: dwlantz@stny.rr.com

With a copy to:

Rossettie Rosettie& Martino LLP

Name: Gabriel Rossettie
Title: Attorney
Address: 269 West Pulteney Street, Corning NY 14830
Telephone Number: (607) 936-3739
Facsimile Number: (607) 936-3008
E-Mail Address: gabriel@rrmlaw.com

Tioga County Local Development Corporation

Name: Douglas W. Barton
Title: President
Address: 56 Main Street
Owego, New York, 13827

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

13. No Assignment

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

14. No Waiver

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

detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein is a term of art as used in the legal profession.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

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

17. Confidentiality of Information

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

18. Special Provisions

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

19. Litigation Costs

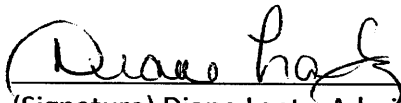
The Grantee shall pay, in any action or proceeding that is commenced to enforce and/or involves the enforcement of the terms and conditions of this Agreement, all of STREDC's costs including, without limitation, STREDC's attorneys' fees. The Grantee shall also pay any and all of STREDC's collection costs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

20. Waiver

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

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

SOUTHERN TIER REGION ECONOMIC DEVELOPMENT CORPORATION
(STREDC)



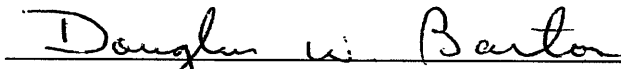
(Signature) Diane Lantz, Administrator

4-30-13

(date)

Tioga County Local Development Corporation

(Signature)



Douglas W. Barton, President

Date: 4/16/2013

STREDC GRANT DISBURSEMENT AGREEMENT EXHIBITS

EXHIBIT A	Directors' Materials
EXHIBIT B	Report
EXHIBIT C	Disclosure Statement for Company Receiving Loan funds from Grantee
EXHIBIT D	Opinion of Counsel
EXHIBIT E	Disbursement Terms
EXHIBIT F	Payment Requisition Form
EXHIBIT F-1	Loan Utilization Request Form
EXHIBIT F-2	Financial Condition Documentation
EXHIBIT G	Project Cost Documentation (Instruction)
EXHIBIT G-1	Documentation of Project Costs (Company Receiving Loan Funds from Grantee)
EXHIBIT G-2	Equity Expenditures Affidavit
EXHIBIT H	Non-Discrimination and Contractor & Supplier Diversity – Requirements and Procedures
EXHIBIT H-1	M/WBE Participation / Equal Opportunity Policy Statement
EXHIBIT H-2	Staffing Plan
EXHIBIT H-3	Workforce Employment Utilization Report
EXHIBIT H-4	M/WBE Utilization Plan
EXHIBIT H-5	Waiver Request Form
EXHIBIT H-6	M/WBE Contractor Compliance and Payment Report
EXHIBIT I	Special Provisions
EXHIBIT I-1	ESD Investment Regulations

EXHIBIT A: GENERAL PROJECT PLAN

See Materials Attached

Exhibit A: General Project Plan – Tioga County Commercial Façade Improvement 0% Loan Program

The \$250,000.00 2012 Southern Tier Region Community Revitalization Program grant funding will be used for the Tioga County Commercial Façade Improvement 0% Loan Program. The facade renovations of downtown commercial and residential buildings will assist in improving the aesthetics and realizing the revitalization of communities and the restoration of the charm and character that is crucial in retaining businesses, recruiting talent and supporting “quality of place”. This downtown and neighborhood revitalization initiative will help to meet the growing demand for commercial redevelopment, encourage downtown upper story housing and quality neighborhoods, while stimulating the local economy. This resource provides “gap financing: for private sector renovation of key buildings and continued development of our region’s downtowns, neighborhoods and rural population centers. The downtown areas will be strengthened by this activity along with to the private sector investment, number of commercial facades renovated, number of new commercial spaces and revitalized neighborhoods.

The downtown areas of the Villages of Candor, Newark Valley, Nichols, Owego, Spencer and Waverly and Apalachin, Berkshire, Richford and Tioga Center have a severe need for renovation of their downtown commercial and mixed use buildings. The structures are older and dilapidated and the majority of them do not meet the current NYS building and fire codes or current electrical and maintenance codes. The buildings are poorly insulated and do not have energy efficient windows or doors and need to be updated to current energy codes. The assistance received from the Tioga County Commercial Façade Improvement 0% Loan Program if awarded will go a long way to solving many of these issues.

The Tioga County Industrial Development Agency (TCIDA) on behalf of the Tioga County Local Development Corporation (TCLDC) and with the assistance of the Tioga County Economic Development and Planning Office (TCED&P) will administer this program.

TCED&P will be market the program to each of the eligible “downtown Main Street areas” of Tioga County and assist eligible property owners to complete applications. The TCIDA will review applications and present for approval. Once approved and projects are complete documentation of project costs will be reviewed and loans closed. The TCIDA will then track and accept loan payments until paid in full. Any and all required reporting will be completed by the TCIDA with the assistance of TCED&P. These revolving loan funds will be continuously available and will be a vital tool to be used for current and future revitalization efforts.

EXHIBIT B: REPORT

Tioga County Local Development Corporation

Reports are required to be submitted **at least 14 days in advance of any drawdown** of grant funds. The project reports shall provide the following information:

Date of report: _____ Type of report: (circle one) Interim - #__ Final

Amount of Grant: \$_____ Total Program Cost: \$_____

Project start date: _____ Project completion date: _____

Requested draw: \$_____ Total Available Funds: \$_____

Attach additional pages to answer the following questions:

- I. Describe the project progress to date, in detail. Attach a contractor's or engineer's status report or municipal code enforcement officers' final inspection report in support of the project.
- II. Provide a summary of funds utilized. Provide a detailed sources and uses of funds, which include both STREDC funds and matching funds, including equity contributions.
- III. Evaluate the project's overall effectiveness (to date).
- IV. Describe any challenges or unexpected events encountered to date in implementing the Project.

EXHIBIT C: DISCLOSURE STATEMENT FOR RECIPIENT OF
LOAN OR GRANT FUNDS FROM GRANTEE

Grantee must complete this form for each Company receiving funds.

**Tioga County Local Development Corporation
Community Revitalization Fund, Project #**

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

I attest that (Name of company receiving loan or grant funds under the Program) _____ (the "Company") was chosen as a by the Grantee to (Describe how funds will be utilized) _____

_____.

No member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest in the Company as defined by Section 7(m) (iii) of this agreement.

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

_____.

Signature: _____ Print Name: _____
Title: _____ Date: _____

EXHIBIT D: OPINION OF COUNSEL

April 11, 2013

STREDC
8 Denison Parkway East, 3rd Floor, Suite 403
Corning, NY 14830

Att: Diane Lantz

Re: Community Revitalization Fund
Tioga County Commercial Façade Improvement Loan Program
Grant Disbursement Agreement dated April 11, 2013

Dear Ms. Lantz:

We have acted as special counsel to Tioga County Local Development Corporation, (the Grantee) in connection with the execution and delivery of the Grant Disbursement Agreement dated April 11, 2013 (the "Agreement") between the Southern Tier Regional Economic Development Corporation (STREDC) and the Grantee.

This opinion letter is being furnished to you at our client's request pursuant to Section 3(a) of the Agreement. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Agreement.

In rendering the opinions set forth herein, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion letter, including (a) the Agreement, (b) the certificate of incorporation of the Grantee and (c) the by-laws of the Grantee. We have also examined and relied upon such other matters of law, documents, certificates of public officials and representations of officers and other representatives of the Grantee as we have deemed relevant, appropriate or necessary to the rendering of our opinions.

In rendering the opinions expressed below, we have assumed the legal capacity of all natural persons signing documents and that the signatures of persons signing all documents in connection with which this opinion letter is rendered are genuine, all documents submitted to us as originals or duplicate originals are authentic and all documents submitted to us as copies, whether certified or not, conform to authentic original documents. Additionally, we have assumed and relied upon the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties, confirmations, schedules and exhibits contained in the Agreement, with respect to the factual matters set forth therein.

As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon written statements and representations of officers and other representatives of the Grantee and of certain public officials. We have also assumed and relied

upon the accuracy and completeness of all certificates and other statements, representations, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties and exhibits contained in the Agreement with respect to the factual matters set forth therein.

Based upon the foregoing and subject to the assumptions, qualifications and other matters set forth herein, we are of the opinion that:

1. The Grantee is validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Grantee and (assuming its due authorization, execution and delivery by STREDC) is binding on and enforceable against the Grantee in accordance with its terms, subject to applicable bankruptcy, insolvency reorganization, arrangement, liquidation, moratorium, fraudulent conveyance or transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), except as rights under the Agreement to indemnity and contribution may be limited by federal or state laws.

We are admitted to practice in the State of New York and we express no opinion as to any matters governed by any laws other than the laws of the State of New York. The opinions expressed herein that are based on the laws of the State of New York are limited to the laws generally applicable in transactions of the type covered by the Agreement.

This opinion letter is for the benefit solely of STREDC and not for the benefit of any other person. We are opining herein only as of the date hereof and we undertake no, and disclaim any, obligation to advise you of any changes in any matter set forth herein, regardless of whether changes in such matters comes to our attention after the date hereof. No attorney-client relationship exists or has existed with STREDC by reason of our preparation, execution and delivery of this opinion letter. By providing this opinion letter and permitting reliance hereon by you, we are not acting as your counsel and have not assumed any responsibility to advise you with respect to the adequacy of this opinion letter for your purposes. This opinion letter may not be relied upon by any other person or for any other purpose or used, quoted or otherwise referred to for any other purpose.

Very truly yours,



Joseph B. Meagher, Esq.

Cc: file

EXHIBIT E: DISBURSEMENT TERMS

Disbursement

Subject to the terms and conditions of this Agreement and receipt of the fees as set forth below, STREDC shall disburse the Grant upon submission of the documentation set forth below:

Fees due:

Servicing fee to STREDC: **\$1,250.00**

STREDC counsel fees (GDA review): \$ 250.00

TOTAL due: \$1,500.00

After STREDC's receipt of the executed Grant Disbursement Agreement and other required documentation satisfying the conditions set forth herein, STREDC will disburse up to \$250,000 to the Grantee, assuming that all project approvals have been completed and funds are available, as follows:

IN DRAWS CONSISTENT WITH PROJECT PROGRESS REPORTS, ON A MONTHLY OR LESS-FREQUENT BASIS, IN PROPORTION TO OTHER SOURCES OF FUNDS INCLUDING GRANTEE/OWNER CONTRIBUTIONS.

EXHIBIT F: Disbursement Terms (cont.)

Payment will be made upon presentation to STREDC of an invoice and such other documentation as STREDC may reasonably require. Expenses reimbursed by STREDC's grant must be incurred on or after the date of execution of this Agreement, to be considered eligible project costs. All disbursements must be requested by April 1, 2017. STREDC will be entitled to recoup any advanced funds that are not disbursed by Grantee in a timely fashion.

EXHIBIT F: Disbursement Terms (cont.)

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

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

Wire Transfer Information:

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

Bank Name: _____

ABA #: _____

Acct. Name: _____

Acct. #: _____

EXHIBIT F: Payment Requisition Form: Disbursement of Funds from STREDC

Company Name, Project # (attn: Joe Roman)

Advance Payment Request # 1 for **\$ 225,000.00.**

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

THIS REQUEST

USES	A: STREDC SHARE	ESD APPROVED REVISIONS	C: THIS REQUEST	D: TOTAL REQUESTED TO DATE	E: A-C-D BALANCE
Facade Loans		0	225,000.00	0	225,000.00
TOTAL		0	225,000.00	0	225,000.00

FUNDING STATUS

1	Total Project Cost per Exhibit E	250,000.00
2	Total Eligible Expenses Incurred to Date (including this request)	225,000.00
3	Balance to be Expended (Line 1 minus Line 2)	25,000.00

The documentation regarding such requested proposed in-kind match as set forth in Exhibit G.

CERTIFICATION

I hereby warrant and represent to the Southern Tier Regional Economic Development Corporation ("STREDC") that:

- 1) To the best of my knowledge, information and belief, the expenditures for which Tioga County LDC is seeking payment, approval, and/or reimbursement comply with the requirements of the Agreement between Southern Tier Regional Economic Development Corporation and Tioga County LDC, are Eligible Expenses, and that the payment, and/or reimbursement of expenditures that the Grantee is seeking from STREDC does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.

- 2) I have the authority to submit this requisition on behalf of Tioga County Local Development Corporation. All prerequisite tasks have been completed in the manner outlined in the Agreement.

- 3) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to STREDC, from the date of submission of the Application to the date hereof.

Signature: Douglas W. Barton Date: 4/16/2013

Print Name: Douglas W Barton Title: President

**EXHIBIT F-1: Grant or Loan Utilization Request Form:
Withdrawal of Funds Account**

Community Revitalization Fund, Project #

Utilization of Funds Request # , for \$225,000.00 to be Granted/Loaned to
Eligible approved applicants

(Write in Name of Company/Organization - submit a separate G-1 form for each grant/loan)

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

THIS REQUEST

USES	A: STREDC SHARE	C: THIS REQUEST	D: TOTAL REQUESTED TO DATE	E: A-C-D BALANCE
Facade loans		225,000.00	0	225,000.00
TOTAL		225,000.00	0	225,000.00

FUNDING STATUS

1	Total Project Cost per Exhibit E	250,000.00
2	Total Eligible Expenses Incurred to Date (including this request)	225,000.00
3	Balance to be Expended (Line 1 minus Line 2)	25,000.00

CERTIFICATION

I hereby warrant and represent to the Southern Tier Region Economic Development Council ("STREDC") that:

- 1) To the best of my knowledge, information and belief, the expenditures for which Tioga County Local Development Corporation is seeking authorization to comply with the requirements of the Agreement between STREDC and Tioga County Local Development Corporation are Eligible Expenses, and that the payment, reimbursement, and/or approval of expenditures for which Grantee is seeking payment, reimbursement, or approval from STREDC does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
- 2) I have the authority to submit this request on behalf of Tioga County Local Development Corporation. The required information has been submitted to STREDC in the manner outlined in the Agreement.
- 3) Grantee is current on all reporting required by STREDC. If Grantee is not current on reporting, this request will not be considered.
- 4) Grantee acknowledges that Tioga County Local Development Corporation is required, upon completion of its project or completion of components thereof, to provide Grantee with documented evidence of the expenditures, as specified in this Grant Disbursement Agreement.

**EXHIBIT F-1: Grant or Loan Utilization Request Form, Cont.
Community Revitalization Fund, Project #**

5) I hereby attach the following documents for STREDC approval, in support of this requisition:

- Exhibit H-2: Staffing Plan
- Exhibit H-3: Workforce Employment Utilization Report
- Exhibit H-4: M/WBE Utilization Plan
- Exhibit H-5: Waiver Request Form
- Exhibit H-6: M/WBE Contractor Compliance and Payment Report

6) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to STREDC, from the date of submission of the Application to the date hereof.

Signature: Douglas W. Barton Date: 4/16/13

Print Name: Douglas W. Barton Title: ^{President}~~Director~~, TCLDC
DB

EXHIBIT F-2 FINANCIAL CONDITION DOCUMENTATION

To be submitted with first Grant or Loan Utilization Request Form (EXHIBIT G-1) and annually thereof on anniversary of such request.

Tioga County Local Development Corporation's financial statements for the most recently ended fiscal year.

AGREEMENT

Agreement (the "Agreement") made this 11th day of April, 2013 by and between the SOUTHERN TIER REGION ECONOMIC DEVELOPMENT CORPORATION (hereinafter "STREDC"), the TIOGA COUNTY LOCAL DEVELOPMENT CORPORATION, a local development corporation organized and existing under the laws of the State of New York (hereinafter "TCLDC"), and the TIOGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (hereinafter "TCIDA"), collectively, the "Parties".

WHEREAS, STREDC has awarded a STREDC Community Revitalization Grant for a Tioga County Commercial Façade Improvement 0% Interest Revolving Loan Program in the amount of \$250,000.00 to the TCLDC, and

WHEREAS, the full STREDC Community Revitalization Grant of \$250,000.00 for a Tioga County Commercial Façade Improvement 0% Interest Revolving Loan Program will be disbursed in full minus 10% off front, and

WHEREAS, said initial \$250,000.00 STREDC Community Revitalization Grant for a Tioga County Commercial Façade Improvement 0% Revolving Loan Program must be disbursed by April 1, 2017, and

WHEREAS, TCLDC now desires to transfer to TCIDA all of its rights, interests, obligations, and responsibilities in and to the above STREDC Community Revitalization Grant for a Tioga County Commercial Façade Improvement 0% Interest Revolving Loan Program, and

WHEREAS, TCIDA now desires to accept from TCLDC all of the rights, interests, obligations, and responsibilities in and to the above STREDC Community Revitalization Grant for a Tioga County Commercial Façade Improvement 0% Interest Revolving Loan Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties do hereby agree:

STATE OF NEW YORK:

:ss.

COUNTY OF TIOGA :

On April 11, 2013, before me, the undersigned, personally appeared DOUGLAS W. BARTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Diane Stephens
Notary Public

DIANE STEPHENS
Notary Public, State of New York
Reg. No. 4948686
Qualified in Tioga County
Commission Expires March 20, 2015

STATE OF NEW YORK:

:ss.

COUNTY OF TIOGA :

On April 11, 2013, before me, the undersigned, personally appeared AARON GOWAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Leeann Tinney
Notary Public

LEEANN TINNEY
Notary Public - State of New York
Registration No. 01TI6260136
Qualified in Tioga County
Commission Expires 04/23/2016

STATE OF New York :
:ss.
COUNTY OF Steuben :

On May 3, 2013, before me, the undersigned, personally appeared _____
Diana Lantz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Loretta H. Richards
Notary Public

LORETTA H. RICHARDS
Notary Public, State of New York
Chemung County No. 01RI60279/5
Commission Expires July 19, 20 13

By: [Signature]
SOUTHERN TIER REGION ECONOMIC
DEVELOPMENT CORPORATION (STREDC)

By: [Signature]
TIOGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: [Signature]
TIOGA COUNTY LOCAL DEVELOPMENT
CORPORATION

day of April 11, 2013.

IN WITNESS WHEREOF, the Parties have hereby set their hands and seals the _____

regulations which are not inconsistent with the express provisions hereof.

4. This Agreement shall be subject to the regulations of STREDC and to its future

as of the date hereof as the principal obligor.

the covenants, agreements, and conditions contained therein, as if the TCIDA had executed them hereby assumes all of the obligations thereof and agrees to be bound by and to comply with all of

Grant for a Tioga County Commercial Facade Improvement 0% Interest Loan Program and

3. TCIDA hereby assumes liability for the STREDC Community Revitalization

Revolving Loan Program.

Revitalization Grant for a Tioga County Commercial Facade Improvement 0% Interest

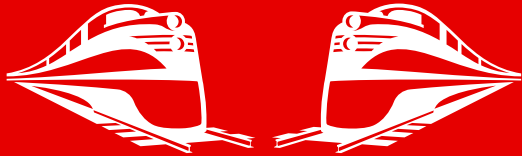
2. TCIDA hereby agrees to accept the \$250,000.00 STREDC Community

Interest Revolving Loan Program.

Community Revitalization Grant for a Tioga County Commercial Facade Improvement 0%

1. TCIDC hereby agrees to transfer to TCIDA the \$250,000.00 STREDC

Rj Corman Railroad Company



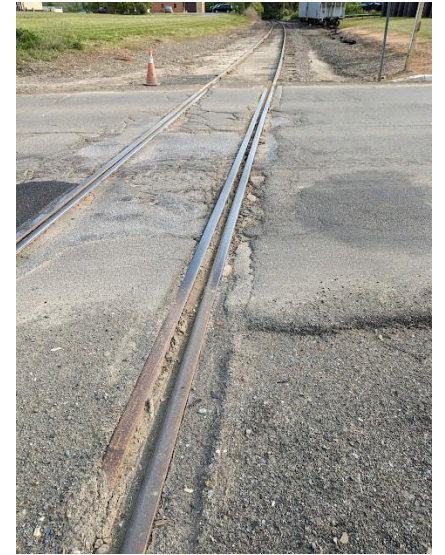
**Owego and Harford Line
Corporate Drive
(362 358 V)
Before and After
October 18, 2023**



Location



Before



After



August 4, 2023

Christine E Curtis
Executive Director
Tioga County Industrial Development Agency
curtisc@co.tioga.ny.us

**Re: Proposal for Warehouse Design Services
Buck Road Nichols, NY**

Dear Christine Curtis:

Hunt Engineers, Architects, Land Surveyors, and Landscape Architect DPC (HUNT) is pleased to present this proposal for civil, architectural, structural, and electrical engineering design services related to two new warehouse buildings. The proposed site is on property owned by Tioga County Industrial Development Agency (TCIDA) on Buck Road in Nichols, NY.

Project Description

It is our understanding that TCIDA is looking to obtain proposals for design services for two new 40,000 square foot warehouse buildings. The proposed site is predominately vacant farmland located on Buck Road in Nichols, NY. The warehouses are to be pre-engineered metal buildings and with the superstructure design to be completed by the building manufacturer. The design services requested are site/civil design, architectural coordination and structural foundation design, and electrical design.

Site/civil design services for the project will include conceptual layout, grading, stormwater drainage, parking lots, lighting, and site utilities including setbacks, circulation, sidewalks, and landscaping. This work will include review of local ordinances and zoning as required to provide documents for preliminary and final site plan approval. HUNT will assist TCIDA in coordination, review, and meetings required to obtain final approval.

Structural and architectural services for this project will include code compliance review, foundation design, required code compliance drawings, and permit drawings with foundation plans and details. Code compliance review will be done based on State and Local Code requirements. Foundation design will be provided based on building loads provided by the PEMB manufacturer. HUNT will also assist TCIDA in soliciting geotechnical work required for foundation and site design.

Electrical design services will include determining required load demand and providing permit and construction level documents with electrical layout, lighting plans, fire alarm plans, and panel schedules. Electrical design will be based on building layout, HVAC equipment and Code requirements. HUNT will coordinate electrical utility once demand is determined.

Scope of Services

HUNT proposes the following scope of services and design approach as broken down per discipline:

Site Scope/Approach

HUNT understands the site/civil development portion of the requested proposal. The request outlines a site plan approval process with the Town of Nichols with comments/review from Tioga County. The milestones and scope of services for this process are outlined below.

A. Owner Kick off Meeting

- a. Determine schedule, existing conditions, development intent, user requirements and contact information.

B. Preliminary Site Layout

- a. Utilizing arial imagery, spatially plan all required elements on the site based on zoning requirements.
- b. Verify any additional permitting or zoning variances that may be required.
- c. Determine stormwater design approach and locate potential infiltration areas for geotechnical/infiltration testing. Preliminary infiltration testing and soil borings as required for structural design.
- d. Utilize a rough building footprint for placement on the property with all known elements of site development, including parking and vehicular circulation.
- e. Determine utility design requirements.
- f. Coordinate SEQR requirements and environmental impacts.
- g. Review comments with Tioga IDA and incorporate them into the conceptual plan.
- h. Survey to be completed as additional service, or by others.

C. Conceptual Plan Draft

- a. Present the draft conceptual plan to Tioga IDA and incorporate comments prior to submission to the Town of Nichols.
- b. Review prepared SEQR draft.

D. Conceptual Plan Submission (Town of Nichols)

- a. Submit required documents to the Town prior to the planning board meeting as required.
- b. Attend and present at Town Planning board meeting.
- c. Review Board comments with Tioga IDA.
- d. Prepare response to all comments prior to Final Site Plan Submission.
- e. Coordinate geotechnical subcontract to perform final infiltration testing for stormwater design.

E. Final Site Plan Draft

- a. Review proposed documents with Tioga IDA and incorporate comments prior to submission to the Town.
- b. Owner review of 90% completed set.

F. Final Site Plan Submission (Town of Nichols)

- a. Submit required documents to the Town prior to the planning board meeting as required.
- b. Attend and present at Town Planning board meeting.
- c. Request Planning board approval.

G. Prepare Bid Documents

- a. Prepare specifications.
 - i. Coordinate front end specification with all design disciplines and Tioga IDA.
- b. Make any modifications to approved Final Site Plan submission documents.

Exemptions:

- Survey: Survey will be required for site plan approval if one has not been completed. HUNT will require a Civil 3d file to utilize with certified property boundaries.
- Utility design to extend public water or sewer to provide a connection to this development.
- Application are not included in this proposal fees.
- Zoning board of appeal application and associated hearing are not included in this proposal.
- Additional planning board meetings.
- Traffic Studies and NYS DOT permitting.
- NYS DOH applications beyond backflow prevention permitting.
- Stormwater inspection services during construction.
- Additional geotechnical testing due to unfavorable results or major change in scope.
- Environmental assessments, environmental impact statement (EIS), etc. beyond desktop review and Phase 1, such as items relating to endangered species/habitat investigations, traffic impact studies, noise analysis, viewshed analysis, and archaeological investigations. These items, if required, can be discussed with Tioga County IDA and a fee agreed upon.
- Landscape Architectural services above and beyond the minimum required by the Town.
- Soil and hazardous material testing.
- This proposal is for permit level documents. If bid documents are required, this will be an additional service.

Structural and Architectural Design Scope/Approach

HUNT understands the structural and architectural design portion of the requested proposal. The scope of services requested and needed based on our understanding of the work, for building permit along with our approach to provide them is outlined below.

A. Structural and Architectural Code Review

- a. Perform architectural Code review to determine requirements for Code Compliance.
- b. Provide structural Code review to determine loading requirements and foundation requirements.

B. Preliminary Foundation Design

- a. Complete preliminary foundation design and layout based on floor plan and preliminary building layouts.
- b. Develop soil boring layout and RFP for geotechnical services to obtain both foundation and site required recommendations.
- c. Solicit proposals for geotechnical services.
- d. Review proposals and make recommendations for geotechnical services.

C. Final Foundation Design and Permit Level Drawings

- a. Review building layout, loading, and reactions from PEMB manufacture.

- b. Review geotechnical report.
- c. Complete foundation design calculations based on reactions provided by PEMB manufacture and foundation design parameters provided in the geotechnical report.
- d. Complete permit drawings with foundation layout and details.
- e. Complete required architectural Code Compliance drawings for building permit.
- f. Final stamped Code Compliance and Foundation drawings will be provided.

Exemptions:

- HUNT will coordinate Geotechnical Services, but the actual contract will be between the geotechnical company and TCIDA. If TCIDA wishes to have this as a subconsultant agreement through HUNT an estimated additional service has been provided.
- This proposal is for permit level documents. If bid documents are required, this will be an additional service.

Electrical Scope/Approach

HUNT understands the electrical design portion of the requested proposal. The scope of the services requested and our approach to provide them is outlined below.

A. Design Calculations and Review

- a. Review building layout and usage to determine power needs.
- b. Determine electrical needs of HVAC equipment based on equipment selections provided.
- c. Complete ComCheck based on energy code requirements.
- d. Complete Code review for electrical services.
- e. Complete Code Review to determine fire alarm requirements.
- f. Design required building electrical service based on overall power needs.

B. Electrical Permit Drawings

- a. Provide electrical plans for circuiting to outlets, HVAC equipment, fire alarm panel, and other equipment.
- b. Provide lighting plans include controls and wiring diagrams.
- c. Provide fire alarm plan including device locations and system requirements.
- d. Provide plans and schedules including one-line diagram and details for electrical panels.
- e. Final stamped permit plans will be provided.

C. Electrical Utility Coordination

- a. Coordinate remotely with electrical utility once service needs are determined.

Exemptions:

- This proposal is for permit level documents. If bid documents are required, this will be an additional service.

Parameters

- All design will be completed in accordance with the 2020 Building Code of New York State.
- TCIDA will facilitate coordination with PEMB to obtain building reactions for design.
- TCIDA will facilitate coordination with HVAC and other miscellaneous equipment that is being provided. This is critical in determining electrical demands.
- Coordination with Electrical Utility cannot begin until overall building electrical demands are determined.
- Bidding and Construction Phase Services are not included in this proposal.

Schedule

With scope items being dependent on receiving information that is outside the scope of this proposal, HUNT has provided time durations based on receiving required information. These durations are broken down per discipline. If selected HUNT would develop a detailed schedule based on information the TCIDA currently has and when additional information can be obtained.

SITE DEVELOPMENT SCHEDULE

Site development design will require coordination with the development of Architectural, MEP, and Structural design. It is also dependent on exploratory/field work. Some key timeframes that would frame our schedule:

1. Survey (Additional service or by others)
 - a. Duration: 1-3 months from approval
2. Geotechnical exploration and reporting (subconsultant)
 - a. Duration: 3-4 months from owner kick off meeting
3. Planning Board submissions and meetings
 - a. Duration: meetings are typically monthly, but Tioga IDA review will require meetings between.
4. Conceptual Site Design
 - a. Duration: 2-3 months and will be dependent on survey.
5. Final Site Design
 - a. Duration: 2-3 months following preliminary approval and geotechnical report.

Structural and Architectural Design Schedule

Final structural design will be dependent on receiving final building reactions and geotechnical recommendations. Architectural coordination and Code Compliance will be based on preliminary floor plans and conceptual site layout. Some key timeframes for this schedule are below:

1. Preliminary Foundation Design and Geotechnical RFP
 - a. Duration: 1 month once provided with floorplan, and conceptual site layout.
2. Permit Level Foundation and Code Compliance Drawings

- a. Duration: 1-2 months once building reactions and geotechnical report are received.

Electrical Design Schedule

Electrical design and utility coordination will require development of architectural plans along with equipment layout and selections. Some key timeframes for this schedule are below:

1. Electrical Design
 - a. Duration: 1-2 months once provided with floorplan and equipment selections.
2. Electrical Utility Coordination
 - a. Duration: 1-2 months once load demands are determined.

Proposed Fees

HUNT proposes to provide the scope of services outlined above for the lump sum fees listed below. These fees include disbursements (printing, mileage, etc.)

1. Site Design Fee	\$39,000
2. Structural and Architectural Design Fee	\$24,000
3. Electrical Design Fee	\$12,000
Total For Base Scope	\$75,000

Additional Services

1. Bid Document	\$10,000
2. Geotechnical Report (Estimated) <ol style="list-style-type: none">a. Infiltration Tests and Building Borings	\$25,000 - \$30,000

If the above scope of services and the associated fees are acceptable, please let us know and we will develop a contract for the work.

Should you have any questions or want to further discuss this proposal in greater detail, please do not hesitate to call contact me at (607) 358-1035 or binnsn@hunt-eas.com.

Sincerely,



Nathan G Binns, PE
Director of Structural Engineering



TIOGA COUNTY IDA

Design Services for Two Warehouse Buildings

AUGUST 4, 2023



Photo Courtesy: nicholsny.com

Ms. Christine E. Curtis
Executive Director
Tioga County IDA
56 Main Street
Owego, NY 13827

**Re: Design Services for
Two Warehouse Buildings**

AUGUST 4, 2023

Dear Ms. Curtis,

Thank you for this opportunity to offer our qualifications in response to the RFP: Tioga County IDA Design Services for Two Warehouse Buildings. We have emailed a copy of our submission.

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta) is a full service firm that was established in the City of Binghamton in 1976. Our corporate headquarters are in Endwell, NY. We also have offices in Schenectady, NY, Syracuse, NY, Vernon, NY and Chevy Chase, MD.

We deliver a wide range of services targeted to clients in ten primary market sectors, including architectural, engineering, environmental, and civil engineering services. Our professional staff includes 24 licensed engineers, architects, land surveyors, and landscape architects as well as a full-time support staff of 83 experienced designers, technicians, industrial hygienists, ecological scientists, construction support, and administrative staff who provide cost efficient services.

One of our core principles is Community, and we believe that this project be of a great benefit to not only Nichols, but Tioga County as a whole.

Delta has experience with pre-fabricated buildings. You will learn more about these projects later in this proposal. We do not plan to utilize any subconsultants on this project. However, if required, we have a host of other companies that we have a great deal of experience working with.

We also have a great working relationship with the Tioga County Industrial Development Agency, dating back to 1998.

Delta is an **ISO 9001:2015 Certified** company. Our Quality Management System (QMS) has improved the consistency and accuracy of the projects that we deliver. Every project team member, from project manager to CAD technician, adheres to our QMS, and every project is thoroughly reviewed before delivery.

Our Project Manager and primary point of contact will be **Christopher S. Lynch, RA**. You can reach Mr. Lynch at **607-231-6661** or by email at **clynch@delta-eas.com**. He is based in our Endwell Office located at **860 Hooper Road, Endwell, NY 13760**.

Our focus is to always be a **"seamless extension of our clients' organizations."** We look forward to the opportunity to work with the Tioga County Industrial Development Agency and help design buildings that will be of great use for generations to come.

Respectfully,

DELTA ENGINEERS, ARCHITECTS, LAND SURVEYORS, & LANDSCAPE ARCHITECTS, DPC



Anthony R. Paniccia, PE, JD
President & CEO

FIRM OVERVIEW

AN ISO 9001:2015 CERTIFIED COMPANY

WHO WE ARE

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta), an **ISO 9001:2015 certified company**, was founded in the City of Binghamton in 1976 and has grown from pure civil engineering roots into a 107 person, multidisciplinary professional services firm that delivers a wide range of services targeted to clients in ten primary market sectors: Architecture, Facilities, Landscape Architecture, Civil Engineering Services, Transportation, Environmental, Specialty Precast, Specialty Sports Engineering, Survey & Mapping, and Ecological Services. We have five total offices, four in New York (Endwell, Schenectady, Syracuse and Vernon) and one in Maryland (Chevy Chase). Our mission statement is stated simply: **“we are a seamless extension of our clients’ organizations.”** Our commitment is to the community, as well as to our clients.

EXPERIENCE AND DEPTH

Delta project managers have an average of 29 years of design and management experience and are personally committed to satisfying our clients on every assignment. Our staff includes 24 licensed engineers, architects, and land surveyors, as well as a support staff of 83 other engineers, architects, technicians, industrial hygienists, cost estimators, and administrative staff that provide time and cost efficient services. This depth is key to our ability to handle concurrent projects with no adverse effect on performance.

SOLID INFRASTRUCTURE

Internally, we have upgraded our IT data infrastructure and design platforms to include the Panzura Global Cloud Storage System. We continue to base our project management back office capabilities on the Newforma Project Management software suite. These tools have enhanced the security of our client data and our ability to collaborate without barriers.

RESPONSIVENESS

Responsiveness is an integral part of the **Delta** culture. Our corporate structure, group organization, and project management approach allow us to form the right team of architects, engineers, and support staff required for a project without delay. We take pride in providing effective solutions for our clients quickly and reliably.

DESIGN CAPABILITIES

Our design technology capabilities have grown significantly in recent years. We have fully embraced Building Information Modeling (BIM) to capture efficiencies and improve design quality across the entire life cycle of facility design. Using the latest Revit®, AutoCAD, and laser scanning technology, we help our clients visualize design alternatives to determine which options best meet their needs.

DESIGN EXCELLENCE

The quality of **Delta’s** construction documents is second to none. Change orders on any **Delta** projects are well within any sort of industry standard, and we have the references and “score cards” to prove it. From programming to construction documents, each submission will contain and show the information developed and vetted clearly and concisely.

ISO 9001:2015 QUALITY MANAGEMENT SYSTEM (QMS)

Our comprehensive Quality Management System (QMS) ensures that every project that we perform is rigorously peer reviewed in-house before delivery to ensure that all deliverables meet or exceed project requirements. Our formal, defined review processes that **Delta** uses on every project ensure consistent, high quality results across all disciplines.

EXPERIENCE WITH LEED® CERTIFICATION

Delta has significant experience with Leadership in Energy and Environmental Design (LEED) consulting and green building design. We provide a comprehensive approach to the LEED® design process for both new and existing buildings. Our LEED® experience has ranged from roles as lead Project Architect, lead Engineer, Project Manager, and Commissioning Agent.

We understand the importance of LEED® principles being an integral part of the design process from conception through construction. We work with our clients and their project teams to provide technical expertise and peace of mind throughout the LEED design and certification process.

Delta has demonstrated commitment to LEED® standards for developing sustainable buildings in many contexts. Beginning in the early 2000’s, **Delta** recognized the importance of LEED® design and began a deliberate initiative to become a leader in green design and project management. **Delta** has been a member of the United States Green Building Council (USGBC) since 2006. **Delta** has five staff members who hold LEED® certifications.

STAFF MEMBER	TITLE	CREDENTIALS
Frederick C. Allabaugh Jr.	Project Manager	PE, LEED AP
Donald P. Harris	Senior Project Engineer	PE, LEED AP
William C. Nichols	Senior Project Manager	PE, LEED AP
Richard R. Sanguinito	Vice President/Director of Facilities Services	PE, LEED AP
John M. Spritzer III	Senior Structural Engineer	PE, LEED AP

FIRM OVERVIEW

AN ISO 9001:2015 CERTIFIED COMPANY

ARCHITECTURE



Delta provides comprehensive architectural programming, phasing, and full design services for new and renovation projects from concept through construction completion for institutional, commercial, industrial and residential clients. Our services are typically integrated with multidisciplinary civil, structural, mechanical, electrical, plumbing, fire protection, environmental, interior design, landscape architecture, construction administration, and overall project management services to ensure close coordination to client requirements.

FACILITIES ENGINEERING



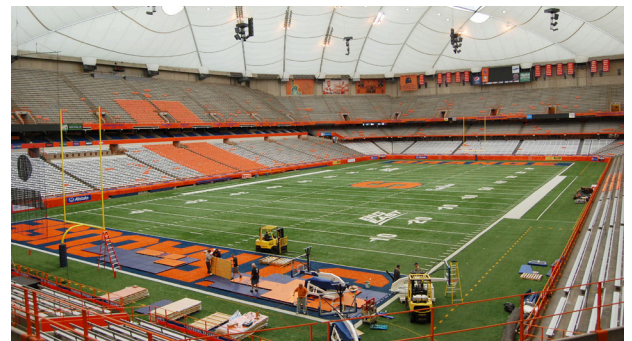
Delta provides comprehensive project management, planning, design, and construction support services for all phases of new and renovation facilities projects from architectural concept through construction completion. Delta architects and engineers deliver an integrated package of structural, civil, mechanical, electrical, plumbing, fire protection, environmental, and construction administration services that are customized to our clients' requirements. Projects range from small single system renovations such as a fire protection system upgrade to complex renovations involving design coordination across all design disciplines such as a complete dormitory upgrade.

CIVIL ENGINEERING SERVICES



Our site/civil engineers work with you on site feasibility and selection. Our site preparation services cover road and parking facilities, drainage, water supply, utility planning, overall planning, and permit support. We also develop Storm Water Pollution Prevention Plans, erosion and sediment control plans, sanitary sewer plans, retaining wall solutions, and pedestrian facility design which fully American with Disability Act and Proposed Right-of-Way Access Guidelines compliant.

SURVEY AND MAPPING



Delta provides precision survey and mapping services for institutional, academic, commercial, and residential clients that range from simple boundary line determinations to complex 3-D site assessments. Specialty areas include the integration of laser scanning into engineering design for transportation and facility projects and the highest quality mapping for topographic, ALTA, and construction site surveys.

FIRM OVERVIEW

AN ISO 9001:2015 CERTIFIED COMPANY

TRANSPORTATION ENGINEERING



Delta provides comprehensive project management, design, analysis, bid support, and construction administration services for transportation, safety, and quality of life infrastructure projects including bridge, highway, traffic, parking, recreational trail and road usage. Delta delivers a complete portfolio of services for municipal, county, state, federal and private clients and offers special expertise in the rehabilitation of historic, metal truss, and concrete arch bridges. We also provide specialized construction support services and rapid response disaster recovery assistance.

LANDSCAPE ARCHITECTURE



Delta provides comprehensive landscape architecture services in the areas of community and land planning, recreational planning, and urban and environmental design. Our design solutions incorporate an understanding of how people interact with their environment and reflect our principles of stewardship first. Having the resources of a full service architecture, engineering, and professional services firm under the same roof means that specialized expertise is always available to address additional scope or project integration challenges.

ENVIRONMENTAL ENGINEERING



Delta provides responsive asbestos project design, inspection, and monitoring services, lead-based paint hazard assessment, thermal imaging, remediation design, and monitoring services, industrial hygiene investigations, hazardous material and water sampling, safety and compliance services, indoor air quality evaluations, and related environmental services.

ECOLOGICAL SCIENCE



Delta provides a wide range of ecological science services with focus on a complete suite of wetland delineation, mitigation, and permitting services for institutional, commercial, and industrial clients. We also specialize in studies of natural resources, wildlife, vegetation, fisheries, habitat inventories, water quality, endangered species and provide environmental and construction monitoring.

FIRM OVERVIEW

AN ISO 9001:2015 CERTIFIED COMPANY

SPECIALTY PRECAST



Our Specialty Precast Group (Delta Precast) provides structural design and consulting engineering services licensed in 49 states for precast concrete manufacturers and other clients throughout the United States that enable them to streamline their project design and approval workflows. We also offer software packages that support development of approved construction drawings from our Engineers-of-Record.

SPECIALTY SPORTS ENGINEERING



Delta has been working extensively in the sports-related field for over 10 years. We have provided structural design for some of the most iconic stadiums in the world for major league baseball teams including the Yankees, Red Sox, and the Washington Nationals. We have also been involved in design work for NFL teams, along with other professional, college, and high school teams.



107
EMPLOYEES



24 REGISTERED
ARCHITECTS,
ENGINEERS,
& SURVEYORS



LICENSED IN
ALL 50 STATES

Team Leaders



ANTHONY R. PANICCIA, PE, JD
President & CEO
607-231-6610
apaniccia@delta-eas.com



CHRISTOPHER S. LYNCH, RA
Project Manager
607-231-6661
clynch@delta-eas.com

OFFICE LOCATIONS

Greater Binghamton Region

860 Hooper Road
Endwell, New York 13760
Tel 607-231-6600 Fax 607-231-6650

Syracuse Region

4873 NYS Route 5
Vernon, New York 13476
Tel 315-953-4200 Fax 315-953-4202

6700 Thompson Road, Ste. 1
Syracuse, NY 13211
Tel 315-695-7228

New York State Capital Region

220 Harborside Drive, Ste. 202
Schenectady, New York 12305
Tel 518-427-7200 Fax 518-427-7210

National Capital Region

8401 Connecticut Ave, Suite 350
Chevy Chase, Maryland 20815
Tel 301-718-0080 Fax 301-718-9520

GREATER BINGHAMTON SPORTS COMPLEX NEW BUILDING

AN ISO 9001:2015 CERTIFIED COMPANY

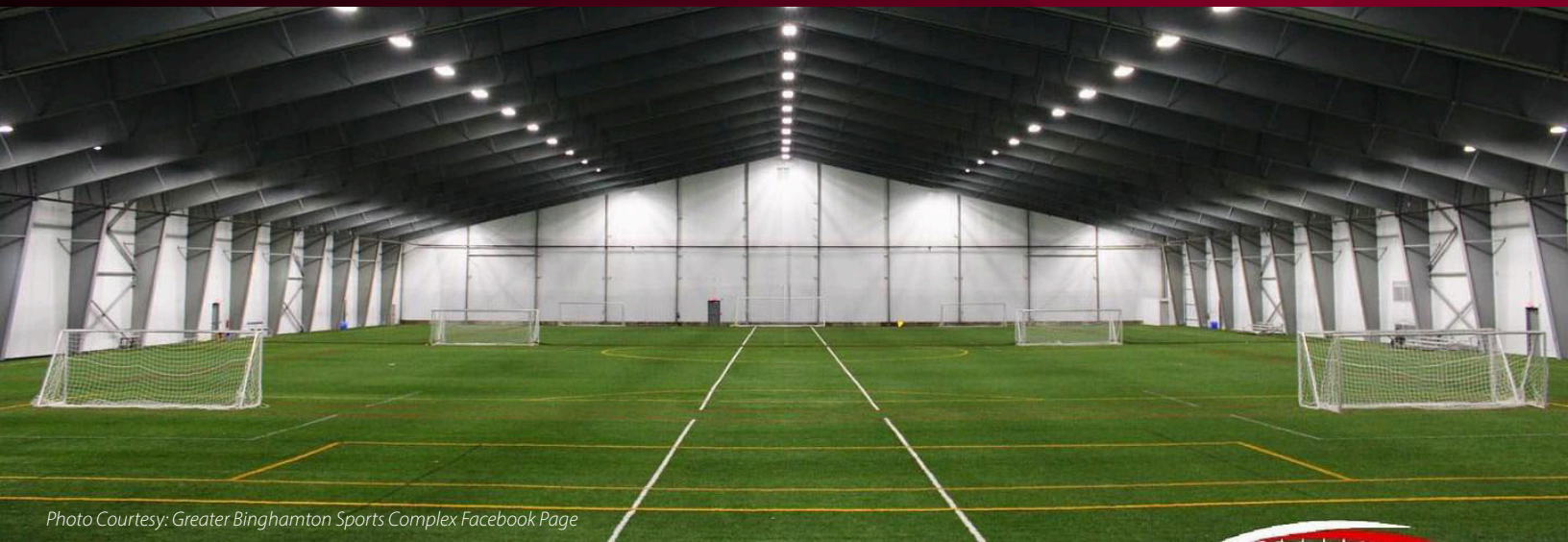


Photo Courtesy: Greater Binghamton Sports Complex Facebook Page

OWNER

Greater Binghamton Sports
Complex

CLIENT

Greater Binghamton Sports
Complex

CONTACT & PHONE

Bahij Kashou
Owner
607-729-5165

COMPLETION DATES

Professional Services
2021
Construction Services
2022

CONSTRUCTION COST

\$4,325,000

SERVICES

Architecture, Structural,
Mechanical, Electrical, Plumbing,
Civil, Cost Estimating, Construction
Administration

PROJECT DELIVERY METHOD

Design-Build

DELTA PROJECT MANAGER

Christopher S. Thomas

Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta) provided professional Architectural and Engineering services for the construction of a pre-engineered metal building to be the new home of the Greater Binghamton Sports Complex.

Delta developed documents that were used for approval by the Town of Union Planning Board and permit level documents for the owner.

In addition, Delta assessed the site, considering topography, property off-sets, cost implications, traffic patterns, parking and more.

Delta provided architectural, structural, mechanical, electrical, plumbing, site/civil, cost estimating and construction administration services for this project.

NEW YORK STATE ACADEMY OF FIRE SCIENCE FIELD OPERATIONS BUILDING DESIGN & CA

AN ISO 9001:2015 CERTIFIED COMPANY



OWNER

New York State
Department of Homeland Security
and Emergency Services

CLIENT

New York State
Office of General Services

CONTACT & PHONE

Sukhjit Singh
Director of Consultant Procurement
518-473-7287

COMPLETION DATES

Professional Services
2016

Construction Services
2020

CONSTRUCTION COST

\$4,500,000

SERVICES

Architecture, Structural, Mechanical,
Electrical, Plumbing
Fire Protection, Site/Civil
Cost Estimating, and Construction
Administration

DELTA PROJECT MANAGER

Anthony R. Panicica, PE, JD

New York State Office of General Services selected Delta to provide a program report, design services, construction documents, and construction administration for a new 20,000 sq. ft. Field Operations Building for the Department of Homeland Security and Emergency Services (DHSES). The new facility will be located on the training grounds of the Academy of Fire Science in Montour Falls, NY. The project objective is to provide heated storage for approximately \$2M worth of fire apparatus, a fully functional classroom, and storage areas for firefighter turnout gear and associated training equipment.

This new Fire Science Field Operations Building will create a safer breathing environment for students by the removal of contaminated firefighting gear from the main building and will also reduce the risk of accidents related to driving apparatus on open roads to the current training grounds. It will include six double stacked apparatus bays, classroom space for 50 students, locker rooms, turnout gear storage for 50 students and 25 instructors, turnout gear wash and maintenance areas, kitchenette, and office. To meet budgetary and construction schedule requirements, the new facility will be a pre-engineered building system.



MONTGOMERY COUNTY PUBLIC SAFETY GARAGE FACILITY

AN ISO 9001:2015 CERTIFIED COMPANY



OWNER

Montgomery
County, NY

CLIENT

Montgomery
County, NY

CONTACT & PHONE

Amanda Bearcroft
Senior Planner/GIS
518-853-8334

COMPLETION DATES

Professional Services
2018

Construction Services
2019

CONSTRUCTION COST

\$1,265,000

SERVICES

Architectural, Structural
Mechanical, Electrical,
Plumbing, Fire Protection,
Site/Civil

DELTA PROJECT MANAGER

Anthony R. Paniccia, PE, JD

This project involved the design of a fire and safety equipment storage garage for the emergency services and sheriff's department in Montgomery County, NY. The storage building was to be a pre-engineered metal building on a concrete foundation. Delta provided a mechanical

design of the heating and cooling systems, sprinkler systems, and the specialized plumbing systems for the garage area, as well as electrical work including power, data, interior lighting, fire alarm, cable TV, and site lighting. Delta also provided architectural design and plumbing design services.



TOWN OF BOVINA

HIGHWAY FACILITY BUILDING DESIGN

AN ISO 9001:2015 CERTIFIED COMPANY



OWNER

Town of Bovina, NY

CLIENT

Town of Bovina, NY

CONTACT & PHONE

Tina Mole
Town Supervisor
607-746-6675

COMPLETION DATES

Professional Services
2010
Construction
2010

CONSTRUCTION COST

\$500,000

SERVICES

Architectural, Mechanical
Electrical, Plumbing
and Fire Protection

DELTA PROJECT MANAGER

Anthony R. Paniccia, PE, JD

This project involved the design of a new 6,480 sq. ft. pre-engineered highway facility building in the Town of Bovina, NY. This facility needed to be able to accommodate the town's administrative offices, support spaces, and five vehicle bays to house the majority of Bovina's highway equipment fleet.

Delta provided full architectural and engineering services and worked closely with the building committee and highway superintendent to meet the programmatic needs within a fixed budget. The mechanical scope of work involved providing three options for a heating source within the building, which included an in-floor radiant heating system, a CoRayVac infrared heating system, and a forced air heating system.



PROJECT SCHEDULE

AN ISO 9001:2015 CERTIFIED COMPANY

Delta has put together the following schedule for this project.

Schedule	Dates
Project Award	9/8/2023
Kickoff Meeting	week of 9/11/2023
Engage Preferred PEMB Manufacturer	9/18/2023
Goethechnical Proposals Received & Award	10/6/2023
90% Construction Documents	12/1/2023
Client Review	12/15/2023
Geotechnical Report Finished	12/29/2023
Issue Bid Documents/Submit for Building Permit	1/31/2024
Issue Addendum for Building Department Comments	2/16/2024

PROJECT COMPENSATION

AN ISO 9001:2015 CERTIFIED COMPANY

Delta has put together the following compensation proposal for this project.

Service	Price
Survey	\$10,000
Geotechnical Engineering	\$12,500
Site/Civil Engineering	\$25,000
Structural Engineering	\$12,500
Architectural Design	\$28,000
Electrical Engineering	\$10,000
Total	\$98,000



August 4, 2023

Ms. Christine Curtis, Executive Director
Tioga County Industrial Development Agency
56 Main Street
Owego, New York 13827

Via E-mail: curtisc@tiogacountyny.gov

RE: Proposal for Engineering Services
Buck Road Warehouse Buildings
Nichols (T), Tioga (Co.), New York

Dear Christine:

Fagan Engineers & Land Surveyors, P.C. (FE) is pleased to respond to your recent request for proposal (RFP) for Engineering Services for the two proposed 40,000 SF warehouse buildings on Buck Road in Nichols, NY. We are teaming with EC4B Engineering, P.C. for the electrical engineering portions of the project. We propose the following Scope of Services to develop a “bid ready” set of documents based on your RFP:

SCOPE OF SERVICES

Site Plan

1. Existing Conditions Survey – FE will perform an existing conditions survey of the project parcel to be utilized for base mapping. FE will utilize the boundary survey provided by Others.
2. Concept Plans – FE will develop three concept plans for the full development of the proposed site with Phase 1 consisting of the two PEMB buildings. FE will present the concepts to the IDA for review and comment.
3. Site Plan – FE will refine the selected concept plan to a sufficient level for pricing and Planning Board initial submittals. The Site Plans will be developed in accordance with the Local Zoning Law and will depict proposed buildings, drives, site lighting, landscaping, etc. The Site Plan drawings will also include required details and profiles of the site construction elements sufficient for pricing.
4. Drainage Plan – FE will develop a drainage plan in accordance with the local/state regulations and typical engineering standards. Since the project will disturb more than one acre, a Full Stormwater Pollution Prevention Plan (SWPPP) and SPDES General Construction Permit will be required by the New York State Department of Environmental Conservation (NYSDEC).

5. Grading Plan – FE will prepare a preliminary grading plan which will show existing contours, proposed contours, and spot elevations for the proposed project. This data will include bulk earthwork estimates for cut/fill.
6. Utility Plan – FE will coordinate with the local utility companies for the proposed location of their services (water, cable, electric, gas, etc.) and to ensure capacity. FE will prepare a utility plan depicting the location of all necessary utilities for pricing purposes.
7. Project Civil Drawings – FE will provide a set of permitting/construction drawings including specification notes on the drawings. A technical specification manual will not be provided per your requirements.
8. Site Plan Submission – FE will develop a complete site plan package submittal for the Town Planning Board. FE will complete the Planning Board Application and SEQR Forms.
9. Review Agency Coordination/Meetings – FE anticipates up to three meetings to obtain Site Plan approval. FE will provide all coordination for local approvals including attendance at pre-planning meetings with Town Staff. FE and EC4B respond to one round of Building Code Official comments.

Building Design

10. PEMB Drawings – FE will develop PEMB layout drawings for the two proposed warehouse buildings. FE will coordinate with the IDA on the building footprints during the Concept Plan phase of the Site Plan scope.
11. Coordinate with PEMB Manufacturer – FE will coordinate with the preferred PEMB manufacturer, which will be relied upon for accurate design requirements for the foundation system.
12. Geotechnical Engineer – FE will retain a geotechnical engineering subconsultant for development of a geotechnical report indicating recommended foundation system, allowable soil bearing capacity and seismic site classification.
13. Foundation Design – FE will design the foundations for the PEMB based on the design requirements provided by the preferred PEMB manufacturer.
14. Permit Drawings – FE will prepare final submission for the purpose of permitting and construction; sealed by an Engineer licensed in New York State.
15. Building Code Review – FE will coordinate with the Building Code Official and respond to one round of comments following submission for building permit.

Electric Design

16. Utility Coordination – EC4B will coordinate with the electric utility provider remotely.
17. Electric Utility Coordination and Demand – EC4B will provide electric design calculations to determine the following:
 - Connected and demand load for service and equipment sizing.
 - Short Circuit calculations to determine equipment bracing.
 - Com Check calculations to confirm energy code compliance.
18. Electric Permitting/construction Drawings – EC4B will provide electric permitting/construction drawings of the approved building arrangement to include:
 - Power Plans showing circuiting for all electrical outlets, HVAC equipment (HVAC design by others), Fire Alarm panel, and miscellaneous equipment
 - Lighting Plans showing lighting controls, wiring, and conduit routing
 - Fire alarm plan with notes dictating system requirements and device locations.
 - Panel schedules, one-lined and details. complex. Design will include a permit set design.
 - Power to site lighting design.

FEES

Fagan Engineers & Land Surveyors, P.C. proposes to proceed on a lump sum basis in the amount of \$80,000. FE will invoice against the lump sum amount for services provided during all phases of the project will be due and payable within 30 calendar days of their submission to you.

ADDITIONAL SERVICES NOT INCLUDED

Any work mutually agreed upon beyond the Scope of Services defined in this proposal and the provided Request for Proposal (RFP) would be deemed "Extra Work", including, but not limited to:

- Boundary Survey
- Traffic Impact Study
- Final HVAC Design
- Project Manual – All Specifications will be provided on the Project Drawings
- Arc Flash and breaker coordination studies
- Identification of contaminated soils and design of remediation projects.
- Bidding and Construction Administration
- Site Inspection & Testing
- Record Drawings

SCHEDULE

Upon acceptance of this proposal, Fagan Engineers & Land Surveyors, P.C. will complete the services outlined herein at a mutually agreed upon time schedule. FE and EC4B have planned for a 20-week time frame from award of the contract to final deliverables. The schedule includes a 90% drawing set for the Tioga County IDA and a final sealed drawing set suitable for permitting/construction. Work will commence immediately upon receipt of this agreement.

CONSULTANT CONTRACT PROVISIONS

GENERAL - These Standard Terms and Conditions, together with the attached proposal, constitute the Professional Services Agreement ("Agreement") between Fagan Engineers & Land Surveyors, PC ("CONSULTANT") and the person or entity to whom the proposal is addressed ("Client") to perform basic or additional services.

1. CONTRACT – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

2. RIGHT OF ENTRY – When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.

3. DOCUMENTS – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. DISPOSAL OF SAMPLES – CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

5. HAZARDOUS MATERIALS – The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. CONSTRUCTION PHASE SERVICES – If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. STANDARD OF CARE – CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

8. OPINION OF PROBABLE COSTS – When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. SUSPENSION OF WORK – The Client may, at any time, by written notice, suspend further work by CONSULTANT. The Client shall remain liable for, and shall promptly pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay CONSULTANT pursuant to the rates and charges set forth in the Proposal. CONSULTANT will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension.

10. CHANGES OR DELAYS – Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

11. LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CONSULTANT under this Agreement.

12. CONFLICTS OF INTEREST – This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.

13. REIMBURSABLE EXPENSES – CONSULTANT will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.

14. MISCELLANEOUS

Governing Law: The laws of the state in which the CONSULTANT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

CONSULTANT Reliance: CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.

Consequential Damages: Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.


Force Majeure: The CONSULTANT shall not be responsible for delays caused by factors beyond the CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the CONSULTANT'S services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the CONSULTANT'S reasonable control occur, the Client agrees that the CONSULTANT shall not be responsible for damages, nor shall the CONSULTANT be deemed in default of this Agreement.

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Ms. Christine Curtis
August 4, 2023

Should this proposal for engineering services be acceptable, please sign the acceptance section below which will constitute an agreement between us. Please return one executed copy for our files. Thank you for the opportunity to submit this proposal, and we look forward to working with you on this project.

Sincerely,

FAGAN ENGINEERS & LAND SURVEYORS, P.C.



James B. Gensel, P.E., CPESC
President

AGREEMENT ACCEPTANCE SECTION

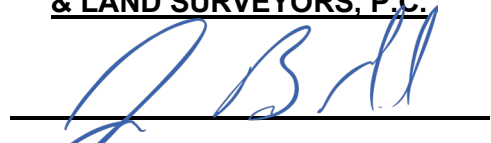
TIOGA COUNTY IDA

**FAGAN ENGINEERS
& LAND SURVEYORS, P.C.**

ACCEPTED BY: _____

TITLE: _____

DATE: _____



President

August 4, 2023

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