



Tioga County Industrial Development Agency
March 2, 2022 – 4:30 pm
Ronald E Dougherty County Office Building
56 Main Street, Owego, NY 13827
Hubbard Auditorium, 1st Floor
Agenda

Call to Order and Introductions

Attendance

IDA Board Members

Roll Call: K. Gillette, M. Sauerbrey, J. Ward, E. Knolles, A. Gowan

Excused: J. Ceccherelli, T. Monell

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

Privilege of the Floor: James Gensel

Approval of Minutes

- A. [February 2, 2021 Regular Meeting Minutes](#)

Financials

- A. [Balance Sheet](#)
B. [Profit & Loss](#)
C. [Transaction Detail](#)
D. [Accounts Receivable](#)

ED&P Update: L. Tinney

Project Updates: L. Tinney & C. Curtis

- A. Owego Gardens II
1. [Updated Project Cost Spreadsheet](#)
B. Lounsberry Power Study

New Business: C. Curtis

- A. Park Outdoor Advertising – [Expired Leases](#)
1. [Proposed Lease 1](#)
2. [Proposed Lease 2](#)
B. [Avery Demolition Proposal](#)
[Avery Demolition - Home | Facebook](#)

Committee Reports: C. Curtis

- A. Public Authority Accountability Act (PAAA)
1. Audit Committee Report: A. Gowan, E. Knolles, J. Ward
a. 2021 Audit in progress
2. Governance Committee: J. Ceccherelli, A. Gowan, E. Knolles
a. No report
3. Finance Committee: J. Ceccherelli, A. Gowan, J. Ward



- a. No report
- 4. Loan Committee: S. Thomas, A. Gowan, R. Kelsey, K. Dougherty, D. Barton, J. Ward, E. Knolles
 - a. No report
- 5. Railroad Committee: M. Sauerbrey, K. Gillette, T. Monell
 - a. No report

PILOT Updates: C. Curtis

- A. Sales Tax Exemptions Update:
 - 1. Owego Gardens II – Home Leasing - \$74,953.24/Authorized \$524,194
 - 2. RB Robinson - \$25,887.79/Authorized \$55,990
 - 3. Statewide Aquastore Inc. - \$11,650.61/Authorized \$17,856.40
- B. Town & County PILOT Payments disbursed

Grant Updates: C. Curtis

- A. New York State Division of Homeland Security and Emergency Services (DHSES) DR-4567 Planning Grant – Richford Railroad
 - 1. Application pending

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

Resolution: Purchase and Sale Agreement – Lounsberry Industrial Hub

Next Meeting: Wednesday April 6, 2022



DRAFT

**Tioga County Industrial Development Agency
February 2, 2022 – 4:30 pm
Ronald E Dougherty County Office Building
56 Main Street, Owego, NY 13827
Hubbard Auditorium, 1st Floor
Meeting Minutes via Zoom**

I. Call to Order and Introductions-Ms. Ceccherelli called the meeting to order at 4:30 pm.

II. Attendance

IDA Board Members

Roll Call: J. Ceccherelli, K. Gillette, M. Sauerbrey, J. Ward, E. Knolles (attended via Zoom),

A. Gowan, T. Monell

Excused:

Guests: C. Curtis, M. Schnabl, J. Meagher, L. Tinney, M. Freeze, B. Roberts, J. Gensel

III. Privilege of the Floor: Jamie Gensel, Fagan Engineers

Mr. Gensel provided the board with an update on the water system for the Owego Gardens II project. He reported that he received the cost estimates for the electrical improvements inside the pump station, which are approximately \$10,000. He is also reviewing other numbers, which came in lower than originally anticipated. He also noted that there is a separate cost for the security camera system that must be installed, which they are working on getting quotes on, and explained the requirements for the cameras. Mr. Gensel will review the rest of the numbers and report back to the board.

Motion to authorize the purchase of electrical equipment for the pump station in the amount of \$10,465. (K. Gillette, A. Gowan)

**Aye-7 Abstain-0
No-0 Carried**

IV. Approval of Minutes

A. January 5, 2021 Regular Meeting Minutes

B. January 5, 2022 Annual Meeting Minutes

Motion to approve January 5, 2022 Regular Board Meeting minutes and January 5, 2022 Annual Meeting minutes, as written. (M. Sauerbrey, K. Gillette)

**Aye-7 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. (J. Ward, A. Gowan)

**Aye-7 Abstain-0
No-0 Carried**



VI. ED&P Update: L. Tinney

A. Education Workforce Coordinator – Escrow Agent Discussion

Ms. Tinney reported that Sean Lanning started on January 31 in his position as Education Workforce Coordinator. Ms. Tinney explained that M. Dixon of the Hooker Foundation, who is funding the Education Workforce Coordinator position, wishes to have the IDA act as the escrow agent to disburse funds from the Hooker Foundation to the county for the Education Workforce Coordinator’s salary. Mr. Meagher noted that there would not be anything legally to prohibit the board from taking such an action. After board discussion, Ms. Tinney will go back to Mr. Dixon to discuss the proposition of the IDA acting as the escrow agent further.

Ms. Tinney also gave an update on ED&P activities:

- There are two new legislators on the ED&P, Barb Roberts, who is the new chair of the committee, and Ron Ciotoli
- The department has 8 potential grants, 13 pending, 26 active, and 1 complete
- DRI projects and the New York Main Street projects in the Village of Owego continue to move forward. The Restore project in Owego has been completed and the Restore project in Waverly is almost complete
- The department is partnering with the Waverly School District on a mural project
- The department secured a grant for a vacuum sweeper truck for the Village of Nichols that will be shared between the Town of Owego, Village of Owego and Tioga County
- New York Main Street project in the Village of Candor continues to move forward
- Planning for the Team Tioga breakfast event has begun
- Demolition of the Land Bank properties on Temple and Liberty Streets in the Village of Owego is scheduled for the coming weeks
- Local approvals for the Ithaca Neighborhood Housing Services project in the Village of Owego are scheduled for late in February
- The Land Bank is partnering with the Owego Apalachin School District and the Hooker Foundation to have students rehabilitate a vacant house in the Village of Owego
- The Planning Director continues to monitor the new Cannabis regulation laws and working with the municipalities to ensure compliance, and also worked on the legislative redistricting plan
- The department is working with MRB Group to develop a solar best practices guide for municipalities in the county
- M. Schnabl and C. Curtis are working with the GIS department to create a public website for available commercial buildings and land in the county
- CFA awards have been announced, awards include Tioga County IT shared services project with the Village of Owego and Town of Candor; a grant to restore the Village of Owego Police Station; a grant for the Village of Waverly for their economic market analysis
- The department is working with the Town of Nichols, Tioga County IT and Southern Tier Network to apply for a USDA ReConnect grant to extend broadband in the Town of Nichols
- Continuing to work with American Pride Solar as they look acquire the Sanmina building
- The department has responded to two state leads



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

A. Owego Gardens II

1. Updated Project Cost Spreadsheet

Ms. Curtis noted that she added a payment to Robinson on the cost spreadsheet

2. Tank parcel transfer

Ms. Curtis noted that the parcel that the water tank sits on will be owned by Suez

B. Lounsberry Power Study

Ms. Curtis reported that she has received a draft report of the Lounsberry Power Study, and will distribute it to the board.

VIII. Committee Reports: C. Curtis

A. Public Authority Accountability Act (PAAA)

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

a. 2021 Audit in progress

2. Governance Committee: J. Ceccherelli, A. Gowan, E. Knolles

a. M. Schnabl cross training – Ms. Curtis gave the board an update on the IDA activities that she has trained M. Schnabl on

3. Finance Committee: J. Ceccherelli, A. Gowan, J. Ward

a. No report

4. Loan Committee: S. Thomas, A. Gowan, R. Kelsey, K. Dougherty, D. Barton,

J. Ward, E. Knolles

a. No report

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

a. No report

IX. PILOT Updates: C. Curtis

A. Sales Tax Exemptions Update:

1. Owego Gardens II – Home Leasing - \$74,953.24/Authorized \$524,194

2. RB Robinson - \$25,887.79/Authorized \$55,990

3. Statewide Aquastore Inc. - \$11,650.61/Authorized \$17,856.40

Ms. Curtis reported that she has been reviewing the Best Buy PILOT payments to determine whether this year or next year will be the final year of their PILOT payments. She also reported that going forward, there will be one account that the PILOT payments are put into. Currently, all PILOT payments are deposited into the Owego Gardens account. Ms. Curtis noted that the Best Buy and Crown Cork & Seal accounts will be closed, as only one PILOT account is needed.

X. Grant Updates: C. Curtis

A. New York State Division of Homeland Security and Emergency Services (DHSES) DR-4567 Planning Grant – Richford Railroad

1. Application pending



XI. Motion to move into Executive Session at 5:06 pm to discuss financial matters and property acquisition pursuant to Public Officers Law Section 105. (K. Gillette, M. Sauerbrey)

Motion to adjourn Executive Session at 5:45 pm.

XII. Next Meeting: Wednesday March 2, 2022

XIII. Adjournment – Mr. Gowan motioned to adjourn the meeting at 5:46 pm.

Tioga County Industrial Development Agency

Balance Sheet

As of February 28, 2022

	Feb 28, 22	Feb 28, 21	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Restricted Cash Accounts			
COVID-19	313,665.26	311,323.17	2,342.09
Community- Facade Improvement	202,422.10	159,812.55	42,609.55
CCTC- Industrial Park	0.00	9,706.03	-9,706.03
USDA Funds			
CCTC- Loan Loss Reserve	40,480.46	40,468.46	12.00
TSB- IRP 2016 (Formerly IRP 4)	142,329.56	173,915.34	-31,585.78
TSB- RBEG	151,556.18	141,809.61	9,746.57
TSB- marketing	1,115.97	1,115.77	0.20
Total USDA Funds	<u>335,482.17</u>	<u>357,309.18</u>	<u>-21,827.01</u>
Total Restricted Cash Accounts	851,569.53	838,150.93	13,418.60
CCTC- CDs			
Site Development			
Site Development 2441	100,262.00	100,000.00	262.00
Site Development 2440	100,149.67	100,000.00	149.67
Site Development 2439	100,149.67	100,000.00	149.67
Total Site Development	<u>300,561.34</u>	<u>300,000.00</u>	<u>561.34</u>
Land Acquisition (879)	549,763.55	545,414.33	4,349.22
Capital Improvement (284)	<u>323,406.76</u>	<u>318,847.13</u>	<u>4,559.63</u>
Total CCTC- CDs	1,173,731.65	1,164,261.46	9,470.19
Temporarily Restricted Cash Acc			
TSB-Owego Gardens	925,840.35	176,500.64	749,339.71
TSB-Crown Cork and Seal	105.67	300,105.67	-300,000.00
Community- BestBuy PILOT Acct.	369.98	600,369.98	-600,000.00
Total Temporarily Restricted Cash Acc	<u>926,316.00</u>	<u>1,076,976.29</u>	<u>-150,660.29</u>
Unrestricted Cash Accounts			
TSB ICS	1,000,259.35	1,564,053.50	-563,794.15
TSB- checking	120,203.28	281,618.66	-161,415.38
TSB- general fund	25,754.54	25,695.81	58.73
Total Unrestricted Cash Accounts	<u>1,146,217.17</u>	<u>1,871,367.97</u>	<u>-725,150.80</u>
Total Checking/Savings	4,097,834.35	4,950,756.65	-852,922.30
Other Current Assets			
COVID-19 ERLP			
C-7-A	16,076.30	25,000.00	-8,923.70
C-5-A	5,764.20	9,172.22	-3,408.02
C-4-A	5,647.97	8,925.55	-3,277.58
C-2-A	8,160.39	13,083.40	-4,923.01
C-1-A	14,671.34	22,980.65	-8,309.31
Total COVID-19 ERLP	<u>50,320.20</u>	<u>79,161.82</u>	<u>-28,841.62</u>
Accounts Receivable 1300.01	746,453.05	461,865.41	284,587.64
Allowance for Doubtful Accounts	<u>-35,000.00</u>	<u>-35,000.00</u>	<u>0.00</u>
Commercial Facade Loan Program			
Loan Rec - 2017-01-C	18,125.00	25,625.00	-7,500.00
Loan Rec - 2018-03-C	9,375.00	13,125.00	-3,750.00
Loan Rec - 2018-01-C	2,820.02	4,470.02	-1,650.00
Loan Rec - 2017-02-C	11,896.28	18,385.04	-6,488.76
Loan Rec - 2016-03-C	0.00	5,742.72	-5,742.72
Loan Rec - 2016-02-C	2,778.08	12,500.24	-9,722.16
Loan Rec - 2015-06-C	731.66	5,121.98	-4,390.32
Loan Rec - 2015-05-C	304.57	3,896.19	-3,591.62
Total Commercial Facade Loan Program	<u>46,030.61</u>	<u>88,866.19</u>	<u>-42,835.58</u>
RBEG			
Loan Rec - RBEG 2019 -06	61,683.86	68,781.23	-7,097.37
Total RBEG	<u>61,683.86</u>	<u>68,781.23</u>	<u>-7,097.37</u>
IRP 4			
Loan Rec 2021-02-A	14,089.51	0.00	14,089.51
Loan Rec 2021-01-A	74,668.29	0.00	74,668.29
Loan Rec 2019-07-A	36,943.92	38,809.49	-1,865.57
Loan Rec - 2019 - 06A	77,107.12	85,978.84	-8,871.72
Loan Rec 2018-02-A	5,031.40	6,755.87	-1,724.47

Tioga County Industrial Development Agency

Balance Sheet

As of February 28, 2022

	Feb 28, 22	Feb 28, 21	\$ Change
Loan Rec 2018-01-A	58,125.70	61,962.09	-3,836.39
Loan Rec 2017-05-A	1,748.68	6,694.32	-4,945.64
Loan Rec 2017-04-A	30,754.15	32,987.42	-2,233.27
Loan Rec 2017-02-A	0.00	39,296.42	-39,296.42
Loan Rec 2017-01-A	14,053.79	16,568.03	-2,514.24
Loan Rec 2016-01-A	0.00	3,050.40	-3,050.40
Loan Rec 2009-02-A	49,251.58	49,651.58	-400.00
Total IRP 4	361,774.14	341,754.46	20,019.68
IRP 3			
Loan Rec 2007-08-A	5,696.39	13,808.84	-8,112.45
Total IRP 3	5,696.39	13,808.84	-8,112.45
IRP 2			
Loan Rec 2011-03-A	1,084.35	13,751.01	-12,666.66
Total IRP 2	1,084.35	13,751.01	-12,666.66
Total Other Current Assets	1,238,042.60	1,032,988.96	205,053.64
Total Current Assets	5,335,876.95	5,983,745.61	-647,868.66
Fixed Assets			
Land-Rizzuto	78,395.16	0.00	78,395.16
Land- Mitchell	0.00	58,453.51	-58,453.51
Equipment			
2012 computer upgrade	0.00	1,436.88	-1,436.88
Equipment - Other	0.00	264.00	-264.00
Total Equipment	0.00	1,700.88	-1,700.88
Land- Cavataio	2,500.00	2,500.00	0.00
Land-general	601,707.05	601,257.05	450.00
Land-Louns			
Lopke	8,993.03	8,993.03	0.00
Town of Nichols	20,000.00	20,000.00	0.00
Berry	2,452.20	2,452.20	0.00
Hess	259,561.43	259,561.43	0.00
Land-Louns - Other	139,612.53	139,612.53	0.00
Total Land-Louns	430,619.19	430,619.19	0.00
Land 434	376,800.36	376,800.36	0.00
Railroad Improvements	1,979,330.50	1,979,330.50	0.00
Z Accumulated Depreciation	-1,237,003.24	-1,218,048.34	-18,954.90
Total Fixed Assets	2,232,349.02	2,232,613.15	-264.13
TOTAL ASSETS	7,568,225.97	8,216,358.76	-648,132.79
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
PILOT Payments			
Spencer-Tioga Solar	0.00	91,392.00	-91,392.00
Gateway Owego, LLC	1,800.00	1,600.00	200.00
Midwestern Pet Foods, Inc.	0.00	13,905.06	-13,905.06
Crown Cork and Seal	300,000.00	300,000.00	0.00
+ · 231 Main Town/County	0.00	6,233.67	-6,233.67
Nichols Cross Dock	0.00	39,834.56	-39,834.56
Owego Gardens	24,009.00	23,539.00	470.00
Best Buy PP	600,000.00	600,000.00	0.00
Total PILOT Payments	925,809.00	1,076,504.29	-150,695.29
Total Other Current Liabilities	925,809.00	1,076,504.29	-150,695.29
Total Current Liabilities	925,809.00	1,076,504.29	-150,695.29
Long Term Liabilities			
Tioga County COVID-19 ERLP	363,456.36	390,000.00	-26,543.64
Loan Pay- IRP 4	202,293.40	212,507.33	-10,213.93
Loan Pay- IRP 3	171,085.45	181,608.37	-10,522.92
Loan Pay- IRP 2	101,111.91	112,327.63	-11,215.72

Tioga County Industrial Development Agency

Balance Sheet

As of February 28, 2022

	Feb 28, 22	Feb 28, 21	\$ Change
Loan Pay- IRP 1	46,180.14	53,900.28	-7,720.14
Total Long Term Liabilities	884,127.26	950,343.61	-66,216.35
Total Liabilities	1,809,936.26	2,026,847.90	-216,911.64
Equity			
Board Designated Funds	1,406,302.63	1,406,302.63	0.00
1110 - Retained Earnings	4,536,759.98	4,725,073.59	-188,313.61
Net Income	-184,772.90	58,134.64	-242,907.54
Total Equity	5,758,289.71	6,189,510.86	-431,221.15
TOTAL LIABILITIES & EQUITY	7,568,225.97	8,216,358.76	-648,132.79

Tioga County Industrial Development Agency

Profit & Loss

02/25/22

January through February 2022

Accrual Basis

	Jan - Feb 22	Jan - Feb 21	\$ Change
Ordinary Income/Expense			
Income			
Loan Interest Income			
COVID-19 C-7-A	71.93	0.00	71.93
COVID-19 C-5-A	25.83	40.00	-14.17
COVID-19 C-1-A	65.49	49.29	16.20
COVID-19 C-2-A	36.60	57.02	-20.42
COVID-19 C-4-A	25.26	38.88	-13.62
RBEG 2019 -06	417.26	464.34	-47.08
IRP 2			
2011-03-A	22.52	127.42	-104.90
Total IRP 2	22.52	127.42	-104.90
IRP 3			
2007-08-A	70.18	75.32	-5.14
Total IRP 3	70.18	75.32	-5.14
IRP 4			
2019 - 06A	521.56	580.42	-58.86
2021-02-A	60.31	0.00	60.31
2021-01-A	314.85	0.00	314.85
2019-07-A	325.35	341.56	-16.21
2018-02-A	34.89	22.95	11.94
2018-01-A	466.07	496.25	-30.18
2017-04-A	232.79	124.38	108.41
2017-05-A	9.88	30.92	-21.04
2017-01-A	59.96	70.31	-10.35
2017-02-A	0.00	172.56	-172.56
2016-01-A	0.00	34.65	-34.65
Total IRP 4	2,025.66	1,874.00	151.66
Total Loan Interest Income	2,760.73	2,726.27	34.46
Loan Program Fee			
Facade	200.00	0.00	200.00
IRP 4	0.00	150.00	-150.00
Total Loan Program Fee	200.00	150.00	50.00
Loan Late Fee			
COVID-19 C-1-A	43.30	21.65	21.65
Total Loan Late Fee	43.30	21.65	21.65
Loan Administrative Fee	134.37	0.00	134.37
4110 · Grants			
Broadband Study	0.00	65,397.00	-65,397.00
Total 4110 · Grants	0.00	65,397.00	-65,397.00
Interest Income-			
Interest Income- TSB ICS	67.94	430.87	-362.93
Community- Facade Improvement	1.67	2.50	-0.83
CCTC Loan Loss Reserve Account	1.03	3.16	-2.13
TSB- checking	5.25	20.27	-15.02
TSB-general fund	5.34	2.07	3.27
TSB- IRP 4	2.30	5.47	-3.17
TSB- RBEG	2.56	4.57	-2.01
TSB- marketing	0.02	0.04	-0.02
Total Interest Income-	86.11	468.95	-382.84
Leases/Licenses	1,904.47	1,369.43	535.04
OHRy			

Tioga County Industrial Development Agency

Profit & Loss

02/25/22

January through February 2022

Accrual Basis

	Jan - Feb 22	Jan - Feb 21	\$ Change
freight	11,594.83	16,791.95	-5,197.12
Total OHRy	11,594.83	16,791.95	-5,197.12
4170 · PILOT Program Fees			
Tioga Downs	0.00	18,658.80	-18,658.80
Total 4170 · PILOT Program Fees	0.00	18,658.80	-18,658.80
Sale of Property	0.00	3,800.00	-3,800.00
Total Income	16,723.81	109,384.05	-92,660.24
Expense			
Grant Expense			
Ag Value Chain	0.00	20,000.00	-20,000.00
Total Grant Expense	0.00	20,000.00	-20,000.00
Marketing	49.50	0.00	49.50
Education			
Curtis	100.00	0.00	100.00
Total Education	100.00	0.00	100.00
Loan Admin Fee			
IRP 4	134.37	0.00	134.37
Total Loan Admin Fee	134.37	0.00	134.37
Loan Program Expense	0.00	10.65	-10.65
6120 · Bank Service Charges	0.00	35.00	-35.00
6160 · Dues and Subscriptions	850.00	850.00	0.00
Employee benefit			
IRA Company Match	235.52	216.00	19.52
Total Employee benefit	235.52	216.00	19.52
6180 · Insurance			
WC (Utica)	0.00	-239.00	239.00
6190 · Disability (First Rehab Life)	388.80	357.83	30.97
Employee Health (SSA)	471.35	933.30	-461.95
6185 · Property & Liability (Dryden)	11,224.42	10,947.28	277.14
RR Liability (Steadfast)	29,055.60	0.00	29,055.60
Total 6180 · Insurance	41,140.17	11,999.41	29,140.76
6560 · Payroll Expenses			
Payroll Expenses - HSA	600.00	600.00	0.00
6560 · Payroll Expenses - Other	8,073.70	6,625.87	1,447.83
Total 6560 · Payroll Expenses	8,673.70	7,225.87	1,447.83
6270 · Professional Fees			
BiziLife LLC	1,000.00	0.00	1,000.00
Administrative Services			
Tinney	4,250.00	4,250.00	0.00
Total Administrative Services	4,250.00	4,250.00	0.00
6650 · Accounting			
Jan Nolis	880.00	330.00	550.00
6650 · Accounting - Other	5,000.00	5,000.00	0.00
Total 6650 · Accounting	5,880.00	5,330.00	550.00
6270 · Professional Fees - Other	3,848.00	0.00	3,848.00

Tioga County Industrial Development Agency

02/25/22

Profit & Loss

Accrual Basis

January through February 2022

	Jan - Feb 22	Jan - Feb 21	\$ Change
Total 6270 · Professional Fees	14,978.00	9,580.00	5,398.00
6670 · Program Expense			
Water Tower	134,512.09	148.71	134,363.38
Total 6670 · Program Expense	134,512.09	148.71	134,363.38
Property Taxes			
Stanton Hill 9.64A Town Lot	206.68	226.20	-19.52
96 · Smith Creek Rd	25.55	27.96	-2.41
540 · Stanton Hill	156.42	171.19	-14.77
Spring St	0.27	0.26	0.01
Berry Road (47)	131.81	144.26	-12.45
Carmichael Road	6.94	4.47	2.47
Smith Creek Road	21.90	23.97	-2.07
Glenmary Drive	10.10	10.74	-0.64
Metro Road	8.42	8.95	-0.53
Total Property Taxes	568.09	618.00	-49.91
Recording fees	0.00	385.50	-385.50
6770 · Supplies	658.37	135.18	523.19
6350 · Travel & Ent	-389.78	0.00	-389.78
Total Expense	201,510.03	51,204.32	150,305.71
Net Ordinary Income	-184,786.22	58,179.73	-242,965.95
Other Income/Expense			
Other Income			
Interest Income - TSB COVID19	13.32	-45.09	58.41
Total Other Income	13.32	-45.09	58.41
Net Other Income	13.32	-45.09	58.41
Net Income	-184,772.90	58,134.64	-242,907.54

Tioga County Industrial Development Agency Transaction Detail

February 2022

Type	Date	Num	Name	Memo	Amount
Restricted Cash Accounts					
COVID-19					
Deposit	02/07/2022			Loan Pmts	1,982.92
Deposit	02/10/2022			Loan Pmts	588.61
Total COVID-19					2,571.53
Community- Facade Improvement					
Deposit	02/02/2022			Loan Pmt	299.31
Deposit	02/03/2022			Loan Pmt	625.00
Deposit	02/07/2022			Loan Pmts	678.36
Deposit	02/10/2022			Loan Pmt	540.73
Deposit	02/22/2022			Loan Commitment Fee - Arhbal	200.00
Total Community- Facade Improvement					2,343.40
USDA Funds					
TSB- IRP 2016 (Formerly IRP 4)					
Deposit	02/01/2022			Loan Pmt	306.00
Deposit	02/02/2022			Loan Pmt	728.81
Check	02/02/2022	1089	TCIDA	4th QTR 2021 Loan Admin Fee	-134.37
Deposit	02/04/2022			Loan Pmt	321.55
Deposit	02/07/2022			Loan Pmts	906.70
Deposit	02/10/2022			Loan Pmts	2,101.33
Deposit	02/10/2022			Loan Pmt	559.08
Deposit	02/15/2022			Loan pmt	420.00
Deposit	02/22/2022			Loan Pmts	572.36
Total TSB- IRP 2016 (Formerly IRP 4)					5,781.46
TSB- RBEG					
Deposit	02/10/2022			Loan Pmt	809.96
Total TSB- RBEG					809.96
Total USDA Funds					6,591.42
Total Restricted Cash Accounts					11,506.35
Temporarily Restricted Cash Acc					
TSB-Owego Gardens					
Deposit	02/07/2022			2022 PILOT - Midwestern-Tioga Downs-FedEx	329,942.09
Transfer	02/08/2022			Crown Cork & Seal 2022 PILOT Payment	300,000.00
Deposit	02/10/2022			V&S 2022 Town & County PILOT	6,594.77
Check	02/25/2022	2063	Tioga County Treasurer	2022 County PILOTs-CNYOG-TiogaDowns-Midwestern-FedEx-V&S	-1,750,690.03
Check	02/25/2022	2064	Town of Nichols	2022 PILOT - Tioga Downs Ph 1-4, Fed-Ex	-48,958.05
Check	02/25/2022	2065	Town of Owego	2022 PILOT -CNYOG-V&S NY Galvanizing	-484,126.58
Check	02/25/2022	2066	Town of Barton	2022 Midwestern PILOT	-3,320.23
Deposit	02/25/2022			2022 PILOT - Owego Gardens	23,959.00
Total TSB-Owego Gardens					-1,626,599.03
Total Temporarily Restricted Cash Acc					-1,626,599.03
Unrestricted Cash Accounts					
TSB- checking					
Check	02/02/2022	6822	Christine E Curtis	Pay Period: 1/16/22-1/29/22	-1,459.77
Check	02/02/2022	6823	LeeAnn Tinney	Feb 2022 Professional Services	-2,125.00
Check	02/07/2022	X	NYS Division of the Treasury	January 2022 State Tax Deposit	-155.92
Deposit	02/07/2022			2022 Lease Southern Tier & 4th QTR 21 Admin Fee	355.92
Transfer	02/08/2022			Crown Cork & Seal 2022 PILOT Payment	-300,000.00
Transfer	02/08/2022			Funds Transfer	100,000.00
Check	02/08/2022	6824	Jan Nolis, CPA	Prof Svcs	-150.00
Check	02/08/2022	6825	Larson Design Group	Lounsbury Energy Study Inv#114343	-3,848.00
Check	02/08/2022	6826	Insero&Co	Invoice 123379; 2021 YE Audit	-5,000.00
Check	02/08/2022	6827	Dryden Mutual Insurance Company	Special Multi-Peril Policy SMP00013250-07 Term: 2/21/22 - 2/21/23	-11,224.42
Check	02/08/2022	6828	RB Robinson	Owego Water & Tank - Pay App #1252-03	-134,118.05
Check	02/08/2022	6829	Christine Curtis	Feb HSA	-300.00
Deposit	02/10/2022			RJ Corman	5,486.92
Check	02/15/2022	X	EFTPS 941 Tax Payment	January 2022 Federal Tax Deposit	-883.40
Check	02/15/2022	6830	Tioga County	Jan wireless IT Inv#4320	-37.99
Check	02/15/2022	6831	Smith Brothers Insurance	Inv#74390 Railroad Liability RL00FR022 Acc TIOGCO1-CL	-29,055.60
Deposit	02/15/2022			2022 Lease - Wunder	452.40
Check	02/16/2022	6832	Christine E Curtis	Pay Period: 1/30/22-2/12/22	-1,459.77
Check	02/16/2022	6833	Franklin Templeton	Feb 2022 Simple IRA - C. Curtis	-235.52
Deposit	02/22/2022			2022 Lease	248.48
Deposit	02/25/2022			2022 Lease	193.89
Total TSB- checking					-383,315.83
TSB- general fund					
Transfer	02/08/2022			Funds Transfer	-100,000.00
Total TSB- general fund					-100,000.00
Total Unrestricted Cash Accounts					-483,315.83
TOTAL					-2,098,408.51

Tioga County Industrial Development Agency

Account QuickReport

All Transactions

02/25/22

Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount	Balance
Accounts Receivable 1300.01							
General Journal	12/31/2015	PL EO...		PL EOY 2015 ...	freight	9,741.25	9,741.25
General Journal	12/31/2015	PL EO...		PL EOY 2015 ...	ESD Grant - E...	50,000.00	59,741.25
General Journal	12/31/2015	PL EO...		PL EOY 2015 ...	-SPLIT-	452,635.20	512,376.45
Deposit	04/19/2016	21026...	Tioga Downs	2016 Agency ...	TSB- checking	-18,658.80	493,717.65
Deposit	07/01/2016	Wire	Empire State Develo...	ESD Grant E...	TSB- checking	-50,000.00	443,717.65
General Journal	12/31/2016	JN adj		OHRy nov and...	freight	-9,741.25	433,976.40
General Journal	12/31/2016	JN adj		provision for O...	freight	14,592.70	448,569.10
General Journal	12/31/2016	CPA E...		EOY 2016 GG...	-SPLIT-	313,082.54	761,651.64
Deposit	01/13/2017	17319	OHRy	November 201...	TSB- checking	-9,592.70	752,058.94
Deposit	01/18/2017	X	Crown, Cork & Seal	2017 Agency ...	TSB- checking	-42,000.00	710,058.94
Deposit	01/19/2017	3073	Waverly Trade Cente...	WTC Phase 2...	TSB- checking	-313,082.54	396,976.40
Deposit	01/19/2017	21029...	Tioga Downs	2017 Agency ...	TSB- checking	-18,658.80	378,317.60
Deposit	02/10/2017	17362	OHRy	December 201...	TSB- checking	-5,000.00	373,317.60
General Journal	12/31/2017	JEN- 4...		Provision for N...	freight	7,331.00	380,648.60
General Journal	12/31/2017	JEN- 5...		Estimated pro...	freight	7,000.00	387,648.60
General Journal	12/31/2017	JN_E...			Gateway	16,499.89	404,148.49
General Journal	12/31/2017	JN_E...			-SPLIT-	306,137.55	710,286.04
Deposit	01/12/2018	17838	OHRy	Trackage Righ...	TSB- checking	-7,331.00	702,955.04
Deposit	01/26/2018	X	NYS DOT	WTC Reimbur...	TSB- checking	-187,796.55	515,158.49
Deposit	01/26/2018	X	NYS DOT	WTC Grant 2 ...	TSB- checking	-118,341.00	396,817.49
Deposit	02/13/2018		Owego Harford Railw...	RR Income	TSB- checking	-7,000.00	389,817.49
Deposit	02/28/2018	X	Crown, Cork & Seal	Agency Fee 3 ...	TSB- checking	-42,000.00	347,817.49
Deposit	03/07/2018	21032...	Tioga Downs	Parking Garag...	TSB- checking	-18,658.80	329,158.69
General Journal	12/31/2018	JN_E...		to accrue Nov...	freight	10,441.20	339,599.89
General Journal	12/31/2018	Auditor...		to record audit...	-SPLIT-	462,389.00	801,988.89
General Journal	12/31/2018	Auditor...		provision for D...	6150 : Deprecia...	8,532.10	810,520.99
Deposit	01/18/2019	18314	Owego Harford Railw...	Owego Harfor...	TSB- checking	-10,441.20	800,079.79
Deposit	02/20/2019	18356	OHRy	December 201...	TSB- checking	-8,532.10	791,547.69
Deposit	05/06/2019	21037...	Tioga Downs	Agency Fee In...	TSB- checking	-18,658.80	772,888.89
Deposit	05/06/2019	X	Crown, Cork & Seal	Crown Cork & ...	TSB- checking	-42,000.00	730,888.89
General Journal	12/31/2019	JEN adj		estimate of No...	-SPLIT-	16,000.00	746,888.89
General Journal	12/31/2019	JEN adj		unpaid Charter...	Accounts Recei...	233.37	747,122.26
General Journal	12/31/2019	JEN a...		Pro Con invoic...	-SPLIT-	164,976.62	912,098.88
General Journal	12/31/2019	JEN a...		Fagan invoice ...	Accounts Recei...	6,533.11	918,631.99
General Journal	12/31/2019	JEN a...		Fagan invoice ...	Accounts Recei...	2,100.00	920,731.99
General Journal	12/31/2019	JEN a...		Fagan invoice ...	Accounts Recei...	10,894.52	931,626.51
General Journal	12/31/2019	JEN a...		to accrue Loan...	IRP 4	695.89	932,322.40
General Journal	12/31/2019	Audit e...		auditor aje for ...	Accrued Expen...	-462,389.00	469,933.40
General Journal	12/31/2019	Audit e...		auditor year end	Gateway	-16,416.00	453,517.40
Deposit	01/17/2020	1078	TCIDA	2019 IRP Loa...	TSB- checking	-695.89	452,821.51
Deposit	01/17/2020	18743	OHRy	November 201...	TSB- checking	-3,676.70	449,144.81
Deposit	02/13/2020	18782	OHRy	December OH...	TSB- checking	-3,824.15	445,320.66
Deposit	02/21/2020	X	Crown, Cork & Seal	Agency Fee In...	TSB- checking	-42,000.00	403,320.66
Deposit	02/28/2020	x	NYS OSC	Waverly Trade...	TSB- checking	-461,935.95	-58,615.29
Deposit	03/25/2020	80039...	Time Warner	2019 Lease P...	TSB- checking	-233.37	-58,848.66
General Journal	04/30/2020	JEN a...		to reverse ove...	freight	-8,499.15	-67,347.81
General Journal	05/15/2020	JEN adj		Reverse audit...	Accrued Expen...	462,389.00	395,041.19
General Journal	12/14/2020	JEN adj		Ag Value Chai...	Ag Value Chain	10,000.00	405,041.19
General Journal	12/14/2020	JEN adj		Ag Value Chain	Ag Value Chain	10,000.00	415,041.19
General Journal	12/29/2020	CEC adj		V&S Water/Se...	-SPLIT-	78,529.50	493,570.69
General Journal	12/29/2020	CEC adj		V&S Water/Se...	Accounts Recei...	6,369.51	499,940.20
General Journal	12/29/2020	CEC adj		V&S Water/Se...	Accounts Recei...	23,925.21	523,865.41
Deposit	02/11/2021	X	USDA	Ag Value Chai...	TSB- checking	-20,000.00	503,865.41
Deposit	02/11/2021	X	Crown, Cork & Seal	2021 Crown C...	TSB- checking	-42,000.00	461,865.41
Deposit	03/08/2021	X	Empire State Develo...	ESD V&S Wat...	TSB- checking	-164,976.62	296,888.79
Deposit	03/08/2021	X	Empire State Develo...	ESD V&S Wat...	TSB- checking	-6,533.11	290,355.68
Deposit	03/08/2021	X	Empire State Develo...	ESD V&S Wat...	TSB- checking	-2,100.00	288,255.68
Deposit	03/08/2021	X	Empire State Develo...	ESD V&S Wat...	TSB- checking	-10,894.52	277,361.16
Deposit	03/08/2021	X	Empire State Develo...	ESD V&S Wat...	TSB- checking	-78,529.50	198,831.66
Deposit	03/08/2021	X	Empire State Develo...	ESD V&S Wat...	TSB- checking	-6,369.51	192,462.15
Deposit	03/08/2021	X	Empire State Develo...	ESD V&S Wat...	TSB- checking	-23,925.21	168,536.94
General Journal	04/23/2021	CEC adj		to adjust AR fo...	Loan Program ...	-83.89	168,453.05
General Journal	10/01/2021	JEN adj		Empire State ...	ESD Grant - E...	350,000.00	518,453.05
General Journal	10/01/2021	JEN adj		Suez Stateme...	Suez Rfnd	270,000.00	788,453.05
Deposit	01/28/2022	X	Crown, Cork & Seal	Crown Cork & ...	TSB- checking	-42,000.00	746,453.05
Total Accounts Receivable 1300.01						746,453.05	746,453.05
TOTAL						746,453.05	746,453.05

CORPORATE HEADQUARTERS

P.O. BOX 647 4680
ITHACA, NEW YORK 14854 14852
Tel: (607) 277-1477 257-1477
Fax: (607) 277-1478 257-3020



Zoned _____
Lease # B00482
Date January 5, 2012

Tioga County IDA _____ as Lessor, hereby leases
to PARK OUTDOOR ADVERTISING, Lessee, the exclusive space for existing signs
along North Street _____ on the premises as

located in _____ City/Twp/Vil Owego _____ County Tioga

Display(s) located _____ miles N S E W of _____ on N S E W side of _____ facing N S E W
for an original term of ten years beginning on ~~date of construction~~ April 1, 2012

at which time first advance payment is due, at the annual rental of \$ _____ or \$ _____ per face, payable in annual
installments. After the original term hereof, this lease shall continue in force from year to year for a period of ten (10) consecutive years unless
terminated at the end of the original term, or on the anniversary date of each additional year thereafter, upon written notice of termination to
Lessor by Lessee, served not less than sixty (60) days before the end of such original term or the anniversary date of each additional year
thereafter.

Lessor represents and warrants that Lessor is the owner of the premises above described, with full right and authority to make this lease, and
covenants that no part of the premises above described or any adjacent premises owned or controlled by Lessor will be used for advertising
purposes by anyone other than Lessee, and no other lease restricting Lessee has been executed with any other sign company. The Lessor
will not permit Lessee's signs to be obstructed, and permission is granted to cut brush and haul debris away. Lessor guarantees to Lessee
free access to illuminate, repair or remove its advertisements and structures.

Lessee shall protect and save harmless Lessor from all damage to persons or property by reason of accidents resulting from negligent acts of
its agents, employees or workmen in construction, maintenance, repair or removal of its signs from the leased premises.
operation

All structures, materials and equipment placed upon said premises by Lessee shall always remain Lessee's personal property and not part of
the real estate nor subject to any lien or claim of Lessor. The structure and materials may be removed by Lessee at any time up to a
reasonable time after the termination of this lease.

If at any time the erection, placement, posting, painting, illumination or maintenance of its signs on the demised premises is prohibited by any
law, ordinance or authority, or building permits are revoked, or if such activity becomes unprofitable within the sole judgement of Lessee,
Lessee may terminate this lease by giving Lessor thirty (30) days advance notice of such termination. Lessor shall thereupon return to Lessee
any rent paid in advance for the unexpired term. Further, any reduction in the number of faces will result in the proportionate reduction of the
rental fee paid.

Neither Lessee nor Lessor is bound by any stipulation, representation or agreement not printed or written in this lease. This lease shall inure to
and be binding on the personal representatives, successors and assigns of the parties hereto.

This lease is contingent upon Park Outdoor obtaining all necessary local and state building permits. To be binding, lease must be signed by
both Lessee and Lessor.

Additional Provisions: *See Addendum

COMPLETE DIAGRAM BELOW: Size _____ Hgt _____ EOP/ROW _____ Power _____

GMM# _____ Erected _____ PST PNT BB DD SS SF. Make diagram specific as to Highway numbers, Sta-
tionary Land Marks, Buildings, Bridges, Culverts, Mile Posts, Telephone Pole with Numbers, and exact distance display is to be erected from
edge of pavement, and any other displays that pertain to the vicinity of display location.

N

Lessee Park Outdoor Advertising of New York, Inc.
Paul J. Simon
By Lease Department
Date 2/8/12

Lessor Tioga County IDA
X *Ava [Signature]*
Address County Office Bldg. 56 Main St
City/State Owego, NY 13827
Phone (607) 687-8259

White - POA Copy
YELLOW - Property Owner
PINK - Control Copy

Sign and return all copies of lease to PARK OUTDOOR ADVERTISING OF NEW YORK, INC. Accepted copy will be returned.

Addendum to Lease # B00482 with Tioga County IDA

(dated January 5, 2012)

The following provisions are provided to the referenced Lease:

- 1) Annual rental for the space provided for our signs will be as follows:
 - a. For years 1-3 of the lease, the annual rent shall be \$1300.00 (\$650.00/face)
 - b. For years 4-10 of the lease, the annual amount shall be \$1600 (\$800/face)
 - AS. ~~c. For years 11-20 of the lease, the annual amount shall be \$1900 (\$950.00/face).~~ *AS*
- 2) Lessee shall provide a Certificate of Insurance naming Lessor as an additionally insured with limits of not less than \$1,000,000 per occurrence liability insurance in such form, limits and with such companies as Lessor shall approve.

Agreed to by:

Paul Leonard

 Park Outdoor Advertising

Dated 2/8/12

Agreed to by:

Adam Owen

 Tioga County IDA

Dated 2/3/12



Addendum to Lease # B01062 with Tioga County IDA

(dated January 5, 2012)

The following provisions are provided to the referenced Lease:

- 1) Annual rental for the space provided for our signs will be as follows:
 - a. For years 1-3 of the lease, the annual rent shall be \$1100.00 (\$137.50/face)
 - b. For years 4-10 of the lease, the annual amount shall be \$1400 (\$175/face)
 - ~~c. For years 11-20 of the lease, the annual amount shall be \$1700 (\$212.50/face)~~
- 2) Lessee shall provide a Certificate of Insurance naming Lessor as an additionally insured with limits of not less than \$1,000,000 per occurrence liability insurance in such form, limits and with such companies as Lessor shall approve.

Agreed to by:

Agreed to by:

Paul E. Simon

Park Outdoor Advertising

Dated 2/8/12

Ann Quinn

Tioga County IDA

Dated 2/13/12





Park Outdoor Advertising of New York, Inc.

Corporate Headquarters

P.O. Box 4680, Ithaca, NY 14852

Ph: 607-257-1477 Fx: 607-257-3020

Lease# B01602

Date February 4, 2022

Tioga County IDA

_____ as Lessor, hereby leases to PARK OUTDOOR ADVERTISING, Lessee, the exclusive space on the premises identified as _____ follows:

for existing signs: 2 signs on W. Main St and 6 signs located on Route 96 _____ for a sign structure in the City/Twp/Vil of Owego County of Tioga, State of New York

Displays located _____ miles N S E W of _____ Route 96 _____ on the S E W side of _____ Main Street _____ facing N S E W

for an original term of ten years beginning on April 1, 2023 at which time first advance payment is due, at the annual rental of \$ *(below) payable now in annual installments on existing structures. If the structure is yet to be built at the time of signing of the lease agreement, there shall be a one-time payment of \$100 with annual payment commencing on a *pro-rata* basis upon completion of the structure and the length of the lease term will be extended for the same amount of time as passes until the structure is in place. After the original term hereof, this lease shall continue in force from year to year for a period of ten (10) consecutive years unless terminated at the end of the original term, or on the anniversary date of each additional year thereafter, upon written notice of termination to Lessor by Lessee, served not less than sixty (60) days before the end of such original term or the anniversary date of each additional year thereafter.

Lessor and Lessee agree to take such reasonable action as may be necessary or appropriate to effectuate the transactions contemplated herein as promptly as possible. Lessor agrees to execute within ten (10) days time of submission all utility and governmental permit applications and memoranda of agreement.

Lessor consents to Lessee using such space for the placement of an advertising structure, and such other equipment as Lessee in its sole discretion deems appropriate. Lessee reserves the right to modify, repair, and/or add to the structure and to place such equipment upon the advertising structure and on the immediate adjoining ground as Lessee deems appropriate.

Lessor represents and warrants that Lessor is the owner of the premises above described, with full right and authority to make this lease, and covenants that no part of the premises above described or any adjacent premises owned or controlled by Lessor will be used for advertising purposes by anyone other than Lessee, and no other lease restricting Lessee has been executed with any other sign company, person or entity. The Lessor will not permit Lessee's signs to be obstructed, and permission is granted to cut vegetation to ensure visibility of the structure and haul debris away. Lessor guarantees to Lessee free access to illuminate, service, repair or remove its advertisements and structures. The lessor shall not affix anything to or change the structure in any way.

indemnify, defend Lessee shall protect and hold harmless Lessor from all damage to persons or property by reason of accidents resulting from negligent acts of its agents, employees or workmen in construction, maintenance, repair or removal of its signs from the leased premises. _____ operation

All structures, materials and equipment placed upon said premises by Lessee shall always remain Lessee's personal property and not part of the real estate nor subject to any lien or claim of Lessor. The structure and materials may be removed by Lessee at any time up to a reasonable time after the termination of this lease.

If at any time the erection, placement, posting, painting, illumination or maintenance of its signs on the demised premises is prohibited by any law, ordinance or authority, or building permits are revoked or not issued, or if such activity becomes unprofitable within the sole judgement of Lessee, Lessee may terminate or reduce or modify this lease by giving Lessor thirty (30) days advance notice of such modification or termination. Any reduction in the number of faces will result in the proportionate reduction of the rental fee paid. Lessee reserves the right to file for full and fair compensation should, under governmental condemnation, this site's approvals be revoked with all paid rents to cease as of the date the condemnation occurs.

Lessor agrees not to disclose any part of this agreement other than to protect Lessee's leasehold interest without Lessee's prior written consent.

Neither Lessee nor Lessor is bound by any stipulation, representation or agreement not printed, written or included as an addendum for this lease. This lease shall inure to and be binding on the personal representatives, successors and assigns of the parties hereto. Lessor shall give Lessee thirty (30) days notice, in writing, if the subject property is offered for sale, or title to the property changes, or if any new leases relative to the subject property are entered into by Lessor. On or before transfer of ownership of the property, Lessor shall inform the buyer of the existence of this lease, and that it is fully enforceable and binding on the new owner. This lease cannot be assigned to anyone other than a new property owner without written approval from Park Outdoor Advertising.

The parties agree that any suit or action at law or in equity between the parties shall be venued only in the appropriate state court located within Tompkins County, New York. In the event of a breach of this agreement, the breaching party shall indemnify the other party for all costs occasioned by the breach, over and above any damages, to include all court costs, disbursements, experts fees and reasonable attorney's fees. Lessor agrees that in the event Lessor breaches this agreement and causes Lessee loss of use and enjoyment of the premises described herein, Lessee shall be entitled to liquidated damages of \$50 per day.

~~Sign Location Sketch:~~

~~Additional Provisions:~~

Additional Provisions:

- * For years 1-10, annual rent shall be \$1700 (\$212.50/face)
- For years 11-20, annual rent shall be \$2000 (\$250.00/ face)
- ** Lessee shall provide a Certificate of Insurance naming Lessor an an additionally Insured with limits of not less than \$1,000,000 per occurrence liability Insurance in such form, limits and with such companies as Lessor shall approve.

Lessor _____
Signature
Tioga County IDA
Print Name

Lessee Park Outdoor Advertising of New York, Inc. Date _____
Address County Office Bldg. 56 Main Street
By _____ City/State/Zip Owego, NY 13827
Title _____
Date _____ Phone (607) 687-8259



Park Outdoor Advertising of New York, Inc.

Corporate Headquarters

P.O. Box 4680, Ithaca, NY 14852

Ph: 607-257-1477 Fx: 607-257-3020

Lease# BA0482

Date February 4, 2022

Tioga County IDA

_____ as Lessor, hereby leases
to PARK OUTDOOR ADVERTISING, Lessee, the exclusive space on the premises identified as _____ along North Street
for existing signs _____ for a sign structure

in the City/Twp/Vil of Owego County of Tioga, State of New York

Display(s) located 5 miles ~~N S E W~~ of Route 96 on ~~N S E W~~ side of North Street facing ~~N S E W~~

for an original term of ten years beginning on April 1, 2023 at which time first advance payment is due, at the annual rental of \$ *(below) payable now in annual installments on existing structures. If the structure is yet to be built at the time of signing of the lease agreement, there shall be a one-time payment of \$100 with annual payment commencing on a *pro-rata* basis upon completion of the structure and the length of the lease term will be extended for the same amount of time as passes until the structure is in place. After the original term hereof, this lease shall continue in force from year to year for a period of ten (10) consecutive years unless terminated at the end of the original term, or on the anniversary date of each additional year thereafter, upon written notice of termination to Lessor by Lessee, served not less than sixty (60) days before the end of such original term or the anniversary date of each additional year thereafter.

Lessor and Lessee agree to take such reasonable action as may be necessary or appropriate to effectuate the transactions contemplated herein as promptly as possible. Lessor agrees to execute within ten (10) days time of submission all utility and governmental permit applications and memoranda of agreement.

Lessor consents to Lessee using such space for the placement of an advertising structure, and such other equipment as Lessee in its sole discretion deems appropriate. Lessee reserves the right to modify, repair, and/or add to the structure and to place such equipment upon the advertising structure and on the immediate adjoining ground as Lessee deems appropriate.

Lessor represents and warrants that Lessor is the owner of the premises above described, with full right and authority to make this lease, and covenants that no part of the premises above described or any adjacent premises owned or controlled by Lessor will be used for advertising purposes by anyone other than Lessee, and no other lease restricting Lessee has been executed with any other sign company, person or entity. The Lessor will not permit Lessee's signs to be obstructed, and permission is granted to cut vegetation to ensure visibility of the structure and haul debris away. Lessor guarantees to Lessee free access to illuminate, service, repair or remove its advertisements and structures. The lessor shall not affix anything to or change the structure in any way.

_____ indemnify, defend
Lessee shall protect and hold harmless Lessor from all damage to persons or property by reason of accidents resulting from negligent acts of its agents, employees or workmen in construction, maintenance, repair or removal of its signs from the leased premises. _____ operation

All structures, materials and equipment placed upon said premises by Lessee shall always remain Lessee's personal property and not part of the real estate nor subject to any lien or claim of Lessor. The structure and materials may be removed by Lessee at any time up to a reasonable time after the termination of this lease.

If at any time the erection, placement, posting, painting, illumination or maintenance of its signs on the demised premises is prohibited by any law, ordinance or authority, or building permits are revoked or not issued, or if such activity becomes unprofitable within the sole judgement of Lessee, Lessee may terminate or reduce or modify this lease by giving Lessor thirty (30) days advance notice of such modification or termination. Any reduction in the number of faces will result in the proportionate reduction of the rental fee paid. Lessee reserves the right to file for full and fair compensation should, under governmental condemnation, this site's approvals be revoked with all paid rents to cease as of the date the condemnation occurs.

Lessor agrees not to disclose any part of this agreement other than to protect Lessee's leasehold interest without Lessee's prior written consent.

Neither Lessee nor Lessor is bound by any stipulation, representation or agreement not printed, written or included as an addendum for this lease. This lease shall inure to and be binding on the personal representatives, successors and assigns of the parties hereto. Lessor shall give Lessee thirty (30) days notice, in writing, if the subject property is offered for sale, or title to the property changes, or if any new leases relative to the subject property are entered into by Lessor. On or before transfer of ownership of the property, Lessor shall inform the buyer of the existence of this lease, and that it is fully enforceable and binding on the new owner. This lease cannot be assigned to anyone other than a new property owner without written approval from Park Outdoor Advertising.

The parties agree that any suit or action at law or in equity between the parties shall be venued only in the appropriate state court located within Tompkins County, New York. In the event of a breach of this agreement, the breaching party shall indemnify the other party for all costs occasioned by the breach, over and above any damages, to include all court costs, disbursements, experts fees and reasonable attorney's fees. Lessor agrees that in the event Lessor breaches this agreement and causes Lessee loss of use and enjoyment of the premises described herein, Lessee shall be entitled to liquidated damages of \$50 per day.

~~Sign Location Sketch:~~

~~Additional Provisions:~~

Additional Provisions:

- * For years 1-10, annual rent shall be \$1900 (\$950/face)
- For years 11-20, annual rent shall be \$2200 (\$1100/ face)
- ** Lessee shall provide a Certificate of Insurance naming Lessor an an additionally Insured with limits of not less than \$1,000,000 per occurrence liability Insurance in such form, limits and with such companies as Lessor shall approve.

Lessor _____

Signature

Tioga County IDA

Print Name

Lessee Park Outdoor Advertising of New York, Inc.

Date _____

Address County Office Bldg. 56 Main Street

By _____

City/State/Zip Owego, NY 13827

Date _____ Title _____

Phone (607) 687-8259

Sign and return ALL copies to PARK OUTDOOR ADVERTISING OF NEW YORK, INC. Accepted copy will be returned.

AVERY DEMOLITION

980-565-9300

The county of tioga IDA will receive 30% of the total profit of the sales of the barn on the corner of buck rd and station hill road parcel number is 138,00-1-44.11.the tioga county IDA will receive an estimated total amount of \$14,840-\$24,300 for the barn wood sales.

The quote for Avery demolition would charge \$4,000 for the removal of the entire foundation, slab floor and silos.Avery Demolition would remove everything for no charge in return for all of the scrap metal up to \$4,000. After \$4,000 everything else from the scrap would be split 70/30 just as with the barn wood sales.

Avery Demolition does have a google page and a facebook page that you the county would be able to see the work we have done and the experience we have.The total estimated time for the whole job would be about a month and a half for the barn removal and the silos floors and foundation. The tioga county could possibly have a payment within that month.We as a company will also have the proper insurance and permits in place before we start any demo.

A regular meeting of the Tioga County Industrial Development Agency (the "Agency") was convened in public session at the Ronald E. Dougherty County Office Building, 56 Main Street in the Town of Owego, Tioga County, New York, and via a telephone conference, held on Wednesday, February 2, 2022, at 4:30 o'clock p.m., local time.

The meeting was called to order by the Chair and, upon roll being called, the following members of the Agency were:

PRESENT:	Jenny Ceccherelli	Chair
	Kevin Gillette	Vice Chair
	Martha Sauerbrey	Secretary
	Aaron Gowan	Treasurer
	Tracy Monell	Member
	Jonathan Ward	Member
	Eric Knolles	Member

ABSENT:

THE FOLLOWING PERSONS WERE ALSO PRESENT:

Christine Curtis	Executive Administrator
LeeAnn Tinney	Economic Development & Planning
Joseph B. Meagher, Esq.	Agency Counsel

The following resolution was offered by Mr. Gowan, seconded by Mr. Knolles, to wit:

RESOLUTION AUTHORIZING THE AGENCY TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH WILLIAM DUTHIE, OR AN ENTITY TO BE LATER FORMED, FOR THE DEVELOPMENT OF THE LOUNSBERRY INDUSTRIAL POCKET PARK.

This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote which resulted as follows:

Jenny Ceccherelli	voting	_____
Kevin Gillette	voting	_____
Martha Sauerbrey	voting	_____
Aaron Gowan	voting	_____
Tracy Monell	voting	_____
Jonathan Ward	voting	_____
Eric Knolles	voting	_____

The foregoing Resolution was thereon declared duly adopted.

STATE OF NEW YORK:

: ss.:

COUNTY OF TIOGA :

I, the undersigned Secretary of the Tioga County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on February 2, 2022 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting, (B) said meeting was in all respects duly held, (C) pursuant to Chapter 417 of the Laws of 2021, signed into law by Governor Kathy Hochul on September 2, 2021, said meeting was held remotely by telephone conference call and that the general public had the ability to listen to the proceeding, that such meeting has been transcribed and is available upon request, and that due notice of the date and telephone conference call-in instructions were duly provided to the public in accordance with Chapter 417 of the Laws of 2021; and(D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this _____ day of February, 2022.

Martha Sauerbrey
Secretary

(SEAL)