



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

Tioga County Industrial Development Agency  
September 7, 2022 – 4:30 pm  
Ronald E Dougherty County Office Building  
56 Main Street, Owego, NY 13827  
Legislative Conference Room, 1<sup>st</sup> Floor  
Agenda

## **Call to Order and Introductions**

### **Attendance**

IDA Board Members

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

Excused:

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

**Privilege of the Floor:** Sean Lanning, Education Workforce Coordinator

### **Approval of Minutes**

- A. [August 3, 2022 Regular Meeting Minutes](#)
- B. [August 16, 2022 Railroad Committee Meeting Minutes](#)
- C. [August 5, 2022 Loan Committee 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
  - 4. Hydrant, Lower Gate, Guardrail
- B. [Strong Road Property – Rezone Request Outcome](#)

### **New Business: C. Curtis**

- A. [Memorandum of Understanding: regarding Workforce Coordinator Position and funding: Tioga County & Tioga County IDA](#)

### **Committee Reports: C. Curtis**

- A. Public Authority Accountability Act (PAAA)
  - 1. Audit Committee Report: A. Gowan, E. Knolles, J. Ward
    - a. No report
  - 2. Governance Committee: J. Ceccherelli, A. Gowan, E. Knolles
    - a. Annual Review in Executive Session



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 - \$173,515.44/Authorized \$524,194
  2. RB Robinson - \$28,537.73/Authorized \$55,990
  3. Statewide Aquastore Inc. - \$17,036.71/Authorized \$35,712.80

**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
- B. ARC Grant Application – Engineering Design Lounsberry Industrial Hub Buildings
  1. Application Submitted 7-26-22; pending
- C. ESD Grant Application – Municipal Water Extension to Raymond Hadley – In progress
  1. Application Submitted 7-28-22; pending
- D. [ARC Grant Agreement – Workforce Coordinator - Executed](#)

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

**Next Meeting: Wednesday October 5, 2022**



**DRAFT**

**Tioga County Industrial Development Agency  
August 3, 2022 – 4:30 pm  
Ronald E Dougherty County Office Building  
56 Main Street, Owego, NY 13827  
Legislative Conference Room, 1<sup>st</sup> Floor  
Meeting Minutes**

**I. Call to Order and Introductions** – Ms. Ceccherelli called the meeting to order at 4:32 pm.

**II. Attendance**

IDA Board Members  
Roll Call: J. Ceccherelli, K. Gillette (arrived at 4:37), T. Monell, J. Ward, A. Gowan, E. Knolles (arrived at 4:37)  
Excused: M. Sauerbrey  
Guests: C. Curtis, M. Schnabl, L. Tinney

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

**IV. Approval of Minutes**

A. July 6, 2022 Regular Meeting Minutes

**Motion to approve July 6, 2022 Regular Meeting minutes, as written. (A. Gowan, J. Ward)**

**Aye – 4                      Abstain – 0  
No – 0                        Carried**

**V. Financials**

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

Mr. Ward had a question regarding the railroad payments. Ms. Curtis explained that the railroad is up to date on their payments.

**Motion to acknowledge financials, as presented. (A. Gowan, J. Ward)**

**Aye – 4                      Abstain – 0  
No – 0                        Carried**

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

Ms. Tinney updated the board on the following items:

- ED&P assisted with the CFA application for Best Bev in Waverly.
- The department is assisting the Village of Waverly with a Letter of Intent to apply for New York Forward grant funds.
- The department is assisting with a Village of Owego Restore NY project, along with potentially submitting a Letter of Intent for a Restore NY Special Project for another building in the Village of Owego. Special Projects can be awarded up to \$10 million.
- The department has been in contact with a housing developer that is looking at possible projects in either the Village of Owego or the Town of Owego.
- The department was successful in their application for a CDBG for the Racker



Neighborhood Depot project in the amount of \$3 million.

- RFPs have been issued for the Land Bank properties on Temple Street and Liberty Street in the Village of Owego.
- The department is exploring grant fund opportunities for EV charging stations in the Village of Owego and the Village of Waverly.
- Work has been completed on the Village of Waverly Economic Impact report.
- Through Southern Tier 8, there is an opportunity to install signs on IDA owned property at no cost to the IDA. The properties where the signs would be installed are the Hess property, Stanton Hill Road property, Buck Road property, and the E-site/Rizzuto property. The board was agreeable to installing these signs.
- The ConnectALL broadband expansion project in the Town of Nichols will hold a public informational meeting on August 4 for Nichols residents.

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

A. Owego Gardens II

1. Updated Project Cost Spreadsheet
2. Escrow Agreement

J. Meagher has reviewed the Escrow Agreement and approves of the language. He will follow up with Suez's attorney to determine if they will split the escrow agent fee with the IDA.

3. Easements
4. Project Schedule

The project is currently delayed due to NYSEG not installing the meter box.

Mr. Gensel from Fagan has finished his review regarding reimbursement costs. The revisions will be entered into the final developer agreement revision. The final figures will be entered into the final escrow agreement as well. The only payment for the project that has been disbursed since last month is \$20,000 to Fagan Engineers. Mr. Gensel is reviewing the most recent change order before payment is made to Robinson.

**VIII. New Business: C. Curtis**

A. Chamber Stakes 9-24-22

1. Flier & Sponsor Flier

Ms. Ceccherelli and Ms. Curtis will be attending this event.

B. Corporate Drive Sign

The new sign at corporate drive has been installed.

C. Norwesco Curb Cut

Norwesco has requested the county cut the curb near their site on Corporate Drive on IDA property, which is a right of way for the railroad. This curb cut will not be used right away. If their current parking lot situation is not adequate, they will request the board give them permission to utilize the curb cut located on the IDA property.

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

A. Public Authority Accountability Act (PAAA)

1. Audit Committee Report: A. Gowan, E. Knolles, J. Ward
  - a. No report
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

Ms. Ceccherelli noted that a meeting with RJ Corman and IDA board members has been set for August 16.

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

- A. Sales Tax Exemptions Update: All within their authorized limits.
  - 1. Owego Gardens II – Home Leasing - \$110,577.98/Authorized \$524,194
  - 2. RB Robinson - \$28,537.73/Authorized \$55,990
  - 3. Statewide Aquastore Inc. - \$17,036.71/Authorized \$17,856.40

**XI. 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
- B. ARC Grant Application – Engineering Design Lounsberry Industrial Hub Buildings – Application Submitted 7-26-22; Revisions Due 8-5-22
- C. ESD Grant Application – Municipal Water Extension to Raymond Hadley – In progress – Application Submitted 7-28-22. The study will investigate the feasibility of extending water from the Town of Van Etten to the Village of Spencer to service Raymond Hadley. It will also explore the Village of Spencer having their own independent water system and Raymond Hadley having their own independent system.
- D. ARC Grant Agreement – Workforce Coordinator. The grant agreement for the ARC funding for the Education Workforce Coordinator is in the name of the IDA. The agreement has been approved by Mr. Meagher. Ms. Curtis requested board approval to have Ms. Sauerbrey execute the grant agreement between ARC and the IDA for the grant funds for the Education Workforce Coordinator position.

**Motion to authorize the execution of the grant agreement between ARC and Tioga County IDA for the grant funds for the Education Workforce Coordinator position. (E. Knolles, K. Gillette)**

<b>Aye – 6</b>	<b>Abstain – 0</b>
<b>No – 0</b>	<b>Carried</b>

**XII. Motion to move into Executive Session at 4:59 pm to discuss financial and personnel matters pursuant to Public Officers Law Section 105. (E. Knolles, K. Gillette)**

**Motion to adjourn Executive Session at 5:20 pm.**



**Motion to contribute \$20,000 to the Economic Development Specialist position for 2023. (E. Knolles, T. Monell)**

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

**XIII.    Next Meeting: Wednesday September 7, 2022**

**XIV.    Adjournment – Mr. Gowan motioned to adjourn the meeting at 5:22 pm.**



---

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

Tioga County IDA  
Railroad Committee Meeting  
August 16, 2022 – 3 pm

Members: K. Gillette, M. Sauerbrey, T. Monell  
Present: K. Gillette, M. Sauerbrey, T. Monell  
Guests: C. Curtis, R. Goss, R. Wilson, J. Conway

Meeting called to order at 3:05

New Business

- A. The 53% revenue decline from January thru June was discussed with representatives from the railroad operator RJ Corman. RJ Corman indicated a closed Norfolk Southern terminal caused declined business from RJ Corman's largest customer, Upstate Shredding. RJ Corman indicated all three of their northeast companies are struggling and assured the Railroad Committee they will withstand the temporary market conditions and are not interested in dissolving the operating agreement. RJ Corman is forecasting increased revenue in 2023 compared to 2022.
- B. RJ Corman inquired about underserved companies that could benefit from access to a loading location or a newly constructed cross-dock. There is currently one loading location in Tioga County. RJ Corman will construct a cross-dock or contribute to the construction of a cross-dock if the company provides a significant amount of freight.

Meeting adjourned at 4:15

## Tioga County Industrial Development Agency

## Balance Sheet

09/02/22

As of August 31, 2022

Accrual Basis

	Aug 31, 22	Aug 31, 21	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Checking/Savings</b>			
<b>Restricted Cash Accounts</b>			
COVID-19	325,662.53	313,891.86	11,770.67
Community- Facade Improvement	223,203.71	180,892.15	42,311.56
CCTC- Industrial Park	0.00	9,706.03	-9,706.03
<b>USDA Funds</b>			
CCTC- Loan Loss Reserve	40,486.40	40,475.38	11.02
TSB- IRP 2016 (Formerly IRP 4)	127,355.31	107,904.53	19,450.78
TSB- RBEG	156,431.15	146,683.93	9,747.22
TSB- marketing	0.00	1,115.88	-1,115.88
<b>Total USDA Funds</b>	<u>324,272.86</u>	<u>296,179.72</u>	<u>28,093.14</u>
<b>Total Restricted Cash Accounts</b>	873,139.10	800,669.76	72,469.34
<b>CCTC- CDs</b>			
<b>Site Development</b>			
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
<b>Total Site Development</b>	<u>300,561.34</u>	<u>300,000.00</u>	<u>561.34</u>
<b>Land Acquisition (879)</b>	549,763.55	545,414.33	4,349.22
<b>Capital Improvement (284)</b>	<u>323,406.76</u>	<u>318,847.13</u>	<u>4,559.63</u>
<b>Total CCTC- CDs</b>	1,173,731.65	1,164,261.46	9,470.19
<b>Temporarily Restricted Cash Acc</b>			
TSB-Owego Gardens	989,060.35	116,562.35	872,498.00
TSB-Crown Cork and Seal	105.67	300,105.67	-300,000.00
Community- BestBuy PILOT Acct.	369.98	570,369.98	-570,000.00
<b>Total Temporarily Restricted Cash Acc</b>	<u>989,536.00</u>	<u>987,038.00</u>	<u>2,498.00</u>
<b>Unrestricted Cash Accounts</b>			
TSB ICS	500,656.13	1,564,847.49	-1,064,191.36
TSB- checking	51,563.78	93,254.66	-41,690.88
TSB- general fund	25,761.88	125,726.13	-99,964.25
<b>Total Unrestricted Cash Accounts</b>	<u>577,981.79</u>	<u>1,783,828.28</u>	<u>-1,205,846.49</u>
<b>Total Checking/Savings</b>	3,614,388.54	4,735,797.50	-1,121,408.96
<b>Other Current Assets</b>			
<b>COVID-19 ERLP</b>			
C-7-A	11,457.67	20,638.17	-9,180.50
C-5-A	4,027.86	7,478.71	-3,450.85
C-4-A	3,978.23	7,296.99	-3,318.76
C-2-A	0.00	10,637.13	-10,637.13
C-1-A	11,871.66	18,826.78	-6,955.12
<b>Total COVID-19 ERLP</b>	<u>31,335.42</u>	<u>64,877.78</u>	<u>-33,542.36</u>
<b>Accounts Receivable 1300.01</b>	746,453.05	168,453.05	578,000.00
<b>Allowance for Doubtful Accounts</b>	<u>-35,000.00</u>	<u>-35,000.00</u>	<u>0.00</u>
<b>Commercial Facade Loan Program</b>			
Loan Rec - 2017-01-C	15,000.00	21,875.00	-6,875.00
Loan Rec - 2018-03-C	0.00	11,250.00	-11,250.00
Loan Rec - 2018-01-C	1,770.02	3,570.02	-1,800.00
Loan Rec - 2017-02-C	8,651.90	15,140.66	-6,488.76
Loan Rec - 2016-03-C	0.00	4,101.84	-4,101.84
Loan Rec - 2016-02-C	0.00	6,944.72	-6,944.72
Loan Rec - 2015-06-C	-0.06	2,926.82	-2,926.88
Loan Rec - 2015-05-C	0.00	2,100.33	-2,100.33
<b>Total Commercial Facade Loan Program</b>	<u>25,421.86</u>	<u>67,909.39</u>	<u>-42,487.53</u>
<b>RBEG</b>			
Loan Rec - RBEG 2019 -06	58,029.48	65,267.97	-7,238.49
<b>Total RBEG</b>	<u>58,029.48</u>	<u>65,267.97</u>	<u>-7,238.49</u>
<b>IRP 4</b>			
Loan Rec 2021-02-A	12,800.01	15,619.30	-2,819.29
Loan Rec 2021-01-A	70,451.70	77,642.68	-7,190.98
Loan Rec 2019-07-A	36,137.29	37,888.92	-1,751.63
Loan Rec - 2019 - 06A	72,536.62	81,587.27	-9,050.65
Loan Rec 2018-02-A	4,209.96	5,836.59	-1,626.63



## Tioga County Industrial Development Agency

## Balance Sheet

09/02/22

As of August 31, 2022

Accrual Basis

	Aug 31, 22	Aug 31, 21	\$ Change
Loan Rec 2018-01-A	56,472.73	60,066.62	-3,593.89
Loan Rec 2017-05-A	0.00	4,228.72	-4,228.72
Loan Rec 2017-04-A	29,793.61	31,883.32	-2,089.71
Loan Rec 2017-01-A	12,723.11	15,328.70	-2,605.59
Loan Rec 2009-02-A	49,051.58	49,451.58	-400.00
IRP 4 - Other	12,339.00	0.00	12,339.00
<b>Total IRP 4</b>	<b>356,515.61</b>	<b>379,533.70</b>	<b>-23,018.09</b>
<b>IRP 3</b>			
Loan Rec 2007-08-A	-11.45	9,815.83	-9,827.28
<b>Total IRP 3</b>	<b>-11.45</b>	<b>9,815.83</b>	<b>-9,827.28</b>
<b>IRP 2</b>			
Loan Rec 2011-03-A	0.00	7,496.68	-7,496.68
<b>Total IRP 2</b>	<b>0.00</b>	<b>7,496.68</b>	<b>-7,496.68</b>
<b>Total Other Current Assets</b>	<b>1,182,743.97</b>	<b>728,354.40</b>	<b>454,389.57</b>
<b>Total Current Assets</b>	<b>4,797,132.51</b>	<b>5,464,151.90</b>	<b>-667,019.39</b>
<b>Fixed Assets</b>			
Land-Rizzuto	78,395.16	0.00	78,395.16
Land- Cavataio	2,500.00	2,500.00	0.00
Land-general	601,707.05	601,257.05	450.00
<b>Land-Louns</b>			
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
<b>Total Land-Louns</b>	<b>430,619.19</b>	<b>430,619.19</b>	<b>0.00</b>
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	-1,216,347.46	-20,655.78
<b>Total Fixed Assets</b>	<b>2,232,349.02</b>	<b>2,174,159.64</b>	<b>58,189.38</b>
<b>TOTAL ASSETS</b>	<b>7,029,481.53</b>	<b>7,638,311.54</b>	<b>-608,830.01</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
<b>Other Current Liabilities</b>			
<b>PILOT Payments</b>			
Spencer-Tioga Solar	93,220.00	91,392.00	1,828.00
Gateway Owego, LLC	1,800.00	1,600.00	200.00
Crown Cork and Seal	300,000.00	300,000.00	0.00
Owego Gardens	24,009.00	23,539.00	470.00
Best Buy PP	570,000.00	570,000.00	0.00
<b>Total PILOT Payments</b>	<b>989,029.00</b>	<b>986,531.00</b>	<b>2,498.00</b>
<b>Total Other Current Liabilities</b>	<b>989,029.00</b>	<b>986,531.00</b>	<b>2,498.00</b>
<b>Total Current Liabilities</b>	<b>989,029.00</b>	<b>986,531.00</b>	<b>2,498.00</b>
<b>Long Term Liabilities</b>			
Tioga County COVID-19 ERLP	356,137.07	377,951.93	-21,814.86
Loan Pay- IRP 4	202,293.40	202,293.40	0.00
Loan Pay- IRP 3	160,457.30	171,085.45	-10,628.15
Loan Pay- IRP 2	89,784.03	101,111.91	-11,327.88
Loan Pay- IRP 1	38,382.80	46,180.14	-7,797.34
<b>Total Long Term Liabilities</b>	<b>847,054.60</b>	<b>898,622.83</b>	<b>-51,568.23</b>
<b>Total Liabilities</b>	<b>1,836,083.60</b>	<b>1,885,153.83</b>	<b>-49,070.23</b>
<b>Equity</b>			
Board Designated Funds	1,406,302.63	1,406,302.63	0.00
1110 - Retained Earnings	4,536,718.32	4,725,073.59	-188,355.27
Net Income	-749,623.02	-378,218.51	-371,404.51
<b>Total Equity</b>	<b>5,193,397.93</b>	<b>5,753,157.71</b>	<b>-559,759.78</b>

4:42 PM

09/02/22

Accrual Basis

**Tioga County Industrial Development Agency**

**Balance Sheet**

As of August 31, 2022

---

	<u>Aug 31, 22</u>	<u>Aug 31, 21</u>	<u>\$ Change</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u>7,029,481.53</u>	<u>7,638,311.54</u>	<u>-608,830.01</u>

## Tioga County Industrial Development Agency

## Profit &amp; Loss

09/02/22

January through August 2022

Accrual Basis

	Jan - Aug 22	Jan - Aug 21	\$ Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Gain/Loss on Sale of Asset	0.00	-58,453.51	58,453.51
<b>Loan Interest Income</b>			
COVID-19 C-7-A	253.30	291.52	-38.22
COVID-19 C-5-A	89.49	146.49	-57.00
COVID-19 C-1-A	179.21	315.52	-136.31
COVID-19 C-2-A	112.92	208.27	-95.35
COVID-19 C-4-A	87.18	141.98	-54.80
RBEQ 2019 -06	1,622.64	1,810.84	-188.20
IRP 2			
2011-03-A	27.05	406.37	-379.32
<b>Total IRP 2</b>	<b>27.05</b>	<b>406.37</b>	<b>-379.32</b>
IRP 3			
2007-08-A	170.48	455.17	-284.69
<b>Total IRP 3</b>	<b>170.48</b>	<b>455.17</b>	<b>-284.69</b>
IRP 4			
2019 - 06A	2,025.76	2,263.55	-237.79
2021-02-A	172.36	66.66	105.70
2021-01-A	1,377.48	659.32	718.16
2019-07-A	1,126.47	1,350.29	-223.82
2018-02-A	128.69	171.45	-42.76
2018-01-A	1,635.62	1,955.26	-319.64
2017-04-A	802.25	856.28	-54.03
2017-05-A	19.41	85.32	-65.91
2017-01-A	202.16	270.98	-68.82
2017-02-A	0.00	482.31	-482.31
2016-01-A	0.00	66.88	-66.88
<b>Total IRP 4</b>	<b>7,490.20</b>	<b>8,228.30</b>	<b>-738.10</b>
Loan Interest Income - Other	29.35	0.00	29.35
<b>Total Loan Interest Income</b>	<b>10,061.82</b>	<b>12,004.46</b>	<b>-1,942.64</b>
<b>Loan Program Fee</b>			
COVID-19 ERLP	0.00	50.00	-50.00
Facade	300.00	0.00	300.00
IRP 4	300.00	1,261.25	-961.25
<b>Total Loan Program Fee</b>	<b>600.00</b>	<b>1,311.25</b>	<b>-711.25</b>
<b>Loan Late Fee</b>			
COVID-19 C-7-A	0.00	21.65	-21.65
COVID-19 C-1-A	129.90	151.55	-21.65
2016-02-C	104.15	104.16	-0.01
2018-02-A	0.00	5.00	-5.00
2018-01-C	0.00	10.00	-10.00
<b>Total Loan Late Fee</b>	<b>234.05</b>	<b>292.36</b>	<b>-58.31</b>
Loan Administrative Fee	134.37	1,034.24	-899.87
<b>4110 - Grants</b>			
Broadband Study	0.00	65,397.00	-65,397.00
Ag Value Chain	0.00	40,000.00	-40,000.00
4110 - Grants - Other	0.00	263,948.26	-263,948.26
<b>Total 4110 - Grants</b>	<b>0.00</b>	<b>369,345.26</b>	<b>-369,345.26</b>
<b>Interest Income-</b>			
Interest Income - TSB COVID19	91.86	34.15	57.71
Interest Income- TSB ICS	464.72	1,224.86	-760.14
Community- Facade Improvement	12.04	11.14	0.90
CCTC Loan Loss Reserve Account	6.97	10.08	-3.11
TSB- checking	22.42	112.61	-90.19

## Tioga County Industrial Development Agency

## Profit &amp; Loss

09/02/22

January through August 2022

Accrual Basis

	Jan - Aug 22	Jan - Aug 21	\$ Change
TSB-general fund	12.68	32.39	-19.71
TSB- IRP 4	15.75	18.84	-3.09
TSB- RBEG	17.77	19.13	-1.36
TSB- marketing	0.04	0.15	-0.11
<b>Total Interest Income-</b>	<b>644.25</b>	<b>1,463.35</b>	<b>-819.10</b>
Leases/Licenses	12,437.22	13,302.30	-865.08
OHRy			
freight	57,741.90	141,166.73	-83,424.83
<b>Total OHRy</b>	<b>57,741.90</b>	<b>141,166.73</b>	<b>-83,424.83</b>
4170 · PILOT Program Fees			
SunEast Valley Solar	2,500.00	0.00	2,500.00
Ithaca Neighborhood Housing Ser	0.00	2,500.00	-2,500.00
Tioga Downs	0.00	0.00	0.00
4170 · PILOT Program Fees - Other	0.00	2,500.00	-2,500.00
<b>Total 4170 · PILOT Program Fees</b>	<b>2,500.00</b>	<b>5,000.00</b>	<b>-2,500.00</b>
Sale of Property	0.00	3,800.00	-3,800.00
<b>Total Income</b>	<b>84,353.61</b>	<b>490,266.44</b>	<b>-405,912.83</b>
<b>Expense</b>			
Grant Expense			
Ag Value Chain	0.00	30,000.00	-30,000.00
Grant Expense - Other	0.00	258,900.00	-258,900.00
<b>Total Grant Expense</b>	<b>0.00</b>	<b>288,900.00</b>	<b>-288,900.00</b>
Marketing	294.50	463.50	-169.00
Education			
Curtis	100.00	599.00	-499.00
Education - Other	0.00	99.00	-99.00
<b>Total Education</b>	<b>100.00</b>	<b>698.00</b>	<b>-598.00</b>
Loan Admin Fee			
IRP 4	134.37	1,034.24	-899.87
<b>Total Loan Admin Fee</b>	<b>134.37</b>	<b>1,034.24</b>	<b>-899.87</b>
Loan Program Expense			
Marketing	237.50	112.50	125.00
Loan Program Expense - Other	223.85	99.35	124.50
<b>Total Loan Program Expense</b>	<b>461.35</b>	<b>211.85</b>	<b>249.50</b>
6120 · Bank Service Charges	0.00	35.00	-35.00
6160 · Dues and Subscriptions	1,769.00	1,809.00	-40.00
Employee benefit			
IRA Company Match	667.34	918.00	-250.66
<b>Total Employee benefit</b>	<b>667.34</b>	<b>918.00</b>	<b>-250.66</b>
6180 · Insurance			
WC (Utica)	630.00	381.00	249.00
Travel/Accident (Hartford)	750.00	750.00	0.00
D & O (Philadelphia Ins. Co)	3,483.00	4,201.00	-718.00
6190 · Disability (First Rehab Life)	388.80	357.83	30.97
Employee Health (SSA)	4,070.26	3,761.40	308.86
6185 · Property & Liability (Dryden)	11,224.42	10,947.28	277.14
RR Liability (Steadfast)	29,055.60	26,648.14	2,407.46
<b>Total 6180 · Insurance</b>	<b>49,602.08</b>	<b>47,046.65</b>	<b>2,555.43</b>
6200 · Interest Expense			

## Tioga County Industrial Development Agency

## Profit &amp; Loss

09/02/22

January through August 2022

Accrual Basis

	Jan - Aug 22	Jan - Aug 21	\$ Change
6205 · Loan Int Exp Covid	330.35	816.66	-486.31
6200 · Interest Expense - Other	3,183.77	5,603.43	-2,419.66
<b>Total 6200 · Interest Expense</b>	<b>3,514.12</b>	<b>6,420.09</b>	<b>-2,905.97</b>
Lounsberry land	3,120.00	0.00	3,120.00
6240 · Miscellaneous	1,160.00	142.90	1,017.10
6560 · Payroll Expenses			
Payroll Expenses - HSA	1,950.00	2,400.00	-450.00
6560 · Payroll Expenses - Other	36,522.29	31,283.95	5,238.34
<b>Total 6560 · Payroll Expenses</b>	<b>38,472.29</b>	<b>33,683.95</b>	<b>4,788.34</b>
6270 · Professional Fees			
BiziLife LLC	4,140.00	2,250.00	1,890.00
Ag Ec Dev Specialist Position	10,000.00	10,000.00	0.00
Administrative Services			
Tinney	17,000.00	17,000.00	0.00
<b>Total Administrative Services</b>	<b>17,000.00</b>	<b>17,000.00</b>	<b>0.00</b>
6650 · Accounting			
Jan Nolis	1,385.00	1,340.00	45.00
6650 · Accounting - Other	7,600.00	7,300.00	300.00
<b>Total 6650 · Accounting</b>	<b>8,985.00</b>	<b>8,640.00</b>	<b>345.00</b>
6280 · Legal Fees			
Loan Program Fees	0.00	83.89	-83.89
6280 · Legal Fees - Other	17,778.00	24,411.02	-6,633.02
<b>Total 6280 · Legal Fees</b>	<b>17,778.00</b>	<b>24,494.91</b>	<b>-6,716.91</b>
6270 · Professional Fees - Other	3,848.00	0.00	3,848.00
<b>Total 6270 · Professional Fees</b>	<b>61,751.00</b>	<b>62,384.91</b>	<b>-633.91</b>
6670 · Program Expense			
Water Tower	668,657.90	422,868.96	245,788.94
<b>Total 6670 · Program Expense</b>	<b>668,657.90</b>	<b>422,868.96</b>	<b>245,788.94</b>
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	58.26	4.47	53.79
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
<b>Total Property Taxes</b>	<b>619.41</b>	<b>618.00</b>	<b>1.41</b>
Recording fees	0.00	385.50	-385.50
6770 · Supplies	953.28	754.95	198.33
6350 · Travel & Ent			
6380 · Travel	0.00	109.45	-109.45
6350 · Travel & Ent - Other	2,699.99	0.00	2,699.99
<b>Total 6350 · Travel &amp; Ent</b>	<b>2,699.99</b>	<b>109.45</b>	<b>2,590.54</b>
<b>Total Expense</b>	<b>833,976.63</b>	<b>868,484.95</b>	<b>-34,508.32</b>
<b>Net Ordinary Income</b>	<b>-749,623.02</b>	<b>-378,218.51</b>	<b>-371,404.51</b>
<b>Net Income</b>	<b>-749,623.02</b>	<b>-378,218.51</b>	<b>-371,404.51</b>

**Tioga County Industrial Development Agency  
Transaction Detail**

August 2022

Type	Date	Num	Name	Memo	Amount
<b>Restricted Cash Accounts</b>					
<b>COVID-19</b>					
Deposit	08/08/2022			Loan Pmt	750.00
Deposit	08/18/2022			Deposit	1,388.61
Total COVID-19					2,138.61
<b>Community- Facade Improvement</b>					
Deposit	08/08/2022			Loan pmts	1,256.32
Deposit	08/18/2022			Deposit	150.00
Total Community- Facade Improvement					1,406.32
<b>USDA Funds</b>					
<b>TSB- IRP 2016 (Formerly IRP 4)</b>					
Deposit	08/08/2022			Loan Pmts	2,647.96
Deposit	08/18/2022			Deposit	250.00
Deposit	08/30/2022			Loan pmt	754.18
Total TSB- IRP 2016 (Formerly IRP 4)					3,652.14
<b>TSB- RBEG</b>					
Deposit	08/08/2022			Loan Pmt	809.96
Total TSB- RBEG					809.96
Total USDA Funds					4,462.10
Total Restricted Cash Accounts					8,007.03
<b>Unrestricted Cash Accounts</b>					
<b>TSB- checking</b>					
Check	08/03/2022	6908	BiziLife LLC	July social media	-535.00
Check	08/03/2022	6909	LeeAnn Tinney	Aug 2022 Professional Services	-2,125.00
Check	08/03/2022	6910	Christine E Curtis	Pay Period: 7/17/22-7/30/22	-1,543.62
Check	08/05/2022	X	NYS Division of the Treasury	July 2022 State Tax Deposit	-168.60
Deposit	08/08/2022			RJ Corman June pmt	8,253.85
Check	08/15/2022	X	EFTPS 941 Tax Payment	July 2022 Federal Tax Deposit	-930.60
Check	08/17/2022	6911	Christine E Curtis	Pay Period: 7/31/22-8/13/22	-1,543.61
Check	08/22/2022	6912	Exoellus Health Plan	Sep 2022 Inv#32611126	-514.13
Check	08/22/2022	6913	RB Robinson	Owego Water & Tank - Pay App #1252-04R2	-406,772.06
Check	08/22/2022	6914	Statewide Aquastore	E-Site Water Main & Water Tank - Contractor Project #1645	-67,355.00
Check	08/22/2022	6915	Factual Data	Inv 3034768 Customer No 837909996	-12.00
Check	08/22/2022	6916	Thomas, Collison & Meagher	Services April 2022	-1,687.50
Check	08/22/2022	6917	Tioga County	July wireless IT Inv#4583	-37.99
Transfer	08/23/2022			Funds Transfer	500,000.00
Check	08/30/2022	6918	Tioga County Chamber of Commerce	Chamber Stakes tickets - Inv# 114418	-160.00
Check	08/30/2022	6919	Utica National Insurance Group	Acc# 203167808 Workers Comp Policy 5273358	-630.00
Check	08/31/2022	6920	Christine E Curtis	Pay Period: 8/14/22-8/27/22	-1,543.61
Check	08/31/2022	6921	Franklin Templeton	Aug 2022 Simple IRA - C. Curtis	-117.78
Check	08/31/2022	6922	Christine Curtis	Aug HSA	-150.00
Total TSB- checking					22,427.35
<b>TSB- general fund</b>					
Transfer	08/23/2022			Funds Transfer	500,000.00
Transfer	08/23/2022			Funds Transfer	-500,000.00
Total TSB- general fund					0.00
Total Unrestricted Cash Accounts					22,427.35
<b>TOTAL</b>					<b>30,434.38</b>

ACCOUNTS RECEIVABLE - OUTSTANDING ITEMS

\$ 126,000.00	Crown Cork & Seal	Agency fee - annual installments of \$42,000 (3 remaining)
\$ 453.05	NYS DOT	Waverly Trade Center's final pass-thru grant disbursement
\$ 350,000.00	ESD	Water tank grant: Project AB017 Tioga County IDA E-Site Water System Capital
\$ 270,000.00	Suez	Water tank - installation refund
<b>\$ 746,453.05</b>	<b>Total</b>	



---

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

Tioga County IDA  
Loan Committee Meeting  
August 5, 2022 – 9 am  
Agenda

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

Meeting called to order at 9:00

New Business

A. TCIDA HUD Loan Program Application

1. Labrador Lumber – Robin Etienne & Shannon Etienne - \$400,000

Recommend the following in order to consider approval:

-proof of disability insurance

-provide additional collateral by way of a 2<sup>nd</sup> position lien shared by REDEC & TCIDA on the residence at 2938 E Beecher Hill Road

-Farm Credit East extends their term to 15 years

-REDEC and IDA split loan participation 50/50 @ \$200,000 each

Meeting adjourned at 9:45



## IDA-Owned Strong Road Property – Rezone Request Discussion Notes – August 2022

The current zoning allows 21,000 SF lots, which is approximately 1/2 acre, therefore the rezone request was rescinded by IDA. (If we were using well water, lots would be 1.75 acres and there would be a limit on number of lots. If we were using private septic, lots would be 5 acres.)

---

We have the option of “clustering” (during the process of pursuing subdivision approval) to allow more than one residence on the ½ acre lots.

The process takes about 6 months for approval – step 1: submit initial sketch plan including all roadway/utilities – step 2: submit preliminary plan – step 3: file final sub-division plan

Engineers would reference the following for creation of plans:

Town of Owego Code: Subdivision: Chapter 103, Section 103.51 D

\*Section 103.69 notes the 10% requirement for grades for roadway

\*Density can’t exceed normal allowance.

\* The proximity of Hickory Park would allow the parkland requirement to be waived. The parkland requirement would still demand a payment in lieu of parkland be paid to the Town by the Developer: fee of \$500/lot.

---

The Residential A zoning would have restricted to only single-family homes; the current Agricultural zoning will allow 2-family and/or 1-family homes.

---

Using the Village sewer connection at Montrose Turnpike would require a new sewer district with their own rate. According to estimates by Town of Owego, due to the metering and Village sewer rates, the typical residence would pay \$2000/year for sewer. This is approximately 4 times the typical residential expense for residents utilizing Village sewer services.

---

Using the new Veolia water tank would require a new water district and rates.

### Meeting Attendees:

Don Castellucci, Town of Owego Supervisor

Dean Morgan, Town of Owego Deputy Supervisor & Councilman

Joann Lindstrom, Town of Owego Planning & Zoning Administrator

Irene Graven, Town of Owego Counsel

Elaine Jardine, Tioga County Director of Planning

Christine Curtis, Tioga County IDA Executive Administrator

**Memorandum of Understanding between Tioga County and  
Tioga County Industrial Development Agency**

This Memorandum of Understanding is executed between the County of Tioga (County), having offices at 56 Main Street, Owego, New York, and the Tioga County Industrial Development Agency (IDA), having offices at 56 Main Street, Owego, New York to detail each Party's responsibility for administering grant funds for the Education Workforce Coordinator project.

Whereas, Tioga County has hired an Education Workforce Coordinator who is doing work on behalf of the Tioga County IDA to create a workforce pipeline for secondary students directly from high school to local businesses; and

Whereas, the Education Workforce Coordinator position is being paid by two grants, one from the Floyd Hooker Foundation (\$75,000) and one from the Appalachian Regional Commission (\$75,000); and

Whereas, the County's Department of Economic Development and Planning (ED&P) will invoice the IDA for those project expenses to be covered by the Appalachian Regional Commission Grant. The invoiced expenses will be paid in the first instance by the IDA which will then request reimbursement from the Appalachian Regional Commission. County will prepare and/or assist the IDA in preparing the required 120 days Appalachian Regional Commission project narrative and budget reports which the IDA will then timely submit to the Appalachian Regional Commission; and

Whereas, the County will invoice those expenses to be paid by the Floyd Hooker Foundation grant directly to the Foundation and shall be responsible for administering any grant recordkeeping and grant requirements; and

NOW, THEREFORE, the parties hereto agree to these stated procedures for the Education Workforce Coordinator project.

Tioga County

By: \_\_\_\_\_  
Martha C. Sauerbrey, Legislative Chair

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

Tioga County Industrial Development Agency

By: \_\_\_\_\_  
Jenny Ceccherelli, Board Chair

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

**Grant Agreement  
Between  
Appalachian Regional Commission  
and  
Tioga County Industrial Development**

<b>ARC Contract Number:</b> NY-20731-22		
<b>Project Title:</b> Building a Talent Pipeline		
<b>Grantee:</b>	Tioga County Industrial Development 56 Main Street Owego, NY 13827	<b>ARC Project Coordinator:</b> Cody VanderPloeg
<b>Grantee's EIN:</b>	16-1194974	<b>Telephone:</b>
<b>Project Director:</b>	Elaine Jardine	<b>Fax:</b>
<b>Telephone Number:</b>		<b>Email:</b> cvanderPloeg@arc.gov
<b>Grantee's Email:</b>	JardineE@tiogacountyny.gov	<b>State Administration/Liaison Officer:</b> Kyle Wilber 518-473-3694 kyle.wilber@dos.ny.gov
Part I - Special Provisions		

**1. Statement of Purpose - Incorporation of Proposal:**

This agreement implements a grant made under the authorities of Section 302 of the Appalachian Regional Development Act of 1965 (ARDA), as amended, (40 USC 14321) to hire an Education Workforce Coordinator to manage education stakeholders in order to support talent development and connect students with career exploration and work-based learning opportunities.

This project shall be carried out in general accord with Grantee's proposal, received at ARC on May 25, 2022. Grantee's proposal is incorporated by this reference as a supplement to Part I. To the extent the Articles of this grant agreement conflict with the incorporated proposal, the Articles shall control.

**2. Order of Precedence:**

This grant agreement is subject to the provisions of the ARDA, the ARC Code and Project Guidelines, the Special Provisions (Part I), the attached Grant Agreement: General Provisions (Part II), the attached Grant Administration Manual, and any incorporated Supplements. Any conflict among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.

**3. Reports:**

A progress report for each 120-day period and a final report are required under this agreement (see Part

II, Article 4).

**4. Consideration and Method of Payment:**

**A. Total.**

For the complete and satisfactory performance of this grant agreement, as determined by ARC, Grantee shall be paid by ARC a total sum not to exceed \$75,000 of actual, reasonable and eligible project costs. Grantee shall pay, or cause to be paid, the non-ARC share of \$75,000 in cash, contributed services, or in-kind contributions, as approved by ARC.

**B. Method.**

Progress and advance payments not to exceed 90% of total ARC-approved funds are authorized under this agreement. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive any balance of funds which may be due under this agreement (see Part II, Article 11).

**5. Budget:**

Costs will be determined in general accord with the budget submitted on 6/24/2022, which is hereby incorporated into this agreement as Supplement B to Part I, subject to the terms of this Grant Agreement and pertinent ARC Code Provisions.

**6. Period of Performance:**

The grant period of performance shall be 7/1/2022 through 3/31/2024.

Luis Bernal-8/18/2022	8/18/2022
<hr/>	
<b>Luis Bernal</b> <b>Assistant General Counsel</b>	<b>Date</b>
Martha Sauerbrey-8/23/2022	8/23/2022
<hr/>	
<b>Martha Sauerbrey</b> <b>Secretary</b>	<b>Date</b>

Part II  
Appalachian Regional Commission  
Grant Agreement: General Provisions

**Article 1 General Procedures.**

ARC grants shall be administered in accord with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable.

**Article 2 Restrictions on Use of ARC Funds.**

Grantee warrants that it is cognizant of Section 224(b)(1) of the ARDA, which prohibits the use of ARDA funds to assist businesses to relocate from one area to another; and that, further, in keeping with Commission policy, it will not utilize ARDA funds actively to engage in any activity, the purpose of which is to encourage businesses now operating in one state to relocate into another state. No funds provided under this agreement will be used to publish or distribute material which would solicit such relocation.

**Article 3 Work Plan/Detailed Budget.**

(1) Grantee shall submit, as required by the ARC Project Coordinator, a work plan and/or budget for any and/or all of the tasks specified in Part I.

(2) Prior to submission of any work plan and/or budget so required by the ARC Project Coordinator, no costs shall be eligible for reimbursement, except those costs directly related to the preparation of such work plan and/or budget. Within one week after receipt, ARC shall complete a preliminary review of the work plan and/or budget and shall immediately advise the Grantee either that it is unacceptable or that it is preliminarily approved. After such preliminary approval by ARC, the Grantee may proceed with work on the project immediately with such modifications in the work plan and/or budget as required by ARC.

**Article 4 Reports.**

(1) Progress Reports. Grantee shall prepare and submit to the ARC Project Coordinator, progress reports indicating the work accomplished under the agreement to date, any problems encountered and ameliorative actions taken, and a forecast of work for the next report period.

(2) Final Report. Within one (1) month after the period of performance (see Part I), Grantee shall prepare and submit to the ARC Project Coordinator for approval, a final report (2 copies and a reproducible master) of all work accomplished under this Agreement including recommendations and conclusions based on the experience and results obtained.

## **Article 5 Contracting Procedures**

In contracting for services and/or purchasing equipment under this Agreement, Grantee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the Grantee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the Grantee. Grantee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.

## **Article 6 Subcontracting.**

The Grantee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the Project Coordinator, and subject to conditions and provisions as the Project Coordinator may deem necessary, in his/her discretion, to protect the interests of the Commission: Provided, however, that notwithstanding the foregoing unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement: Provided, further, however, that no provision of this article and no such approval by the Project Coordinator of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Commission in addition to the total grant amount and the Commission shall not be responsible for fulfillment of Grantee's obligations to subcontractors: Provided, further, that no subcontracting shall be deemed to relieve the Grantee of any obligations under this Agreement.

## **Article 7 Coordination and Non-Duplication.**

In carrying out the project under this Agreement, Grantee shall assure that the planning, design work and implementation of activities are coordinated with activities conducted by Grantee under other related ARC grants, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those grants.

## **Article 8 Project Personnel.**

ARC reserves the right to approve or disapprove the selection or continued participation of any personnel supported with funds made available under this Agreement.

## **Article 9 Compliance with Applicable Laws.**

Grantee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this grant agreement. The ARC reserves the right to suspend or terminate this agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies

provided elsewhere by law, regulation, or agreement.

#### **Article 10 Retention of Rights.**

Title to equipment purchased with grant funds resides with the Grantee and assignees and successors approved by ARC, but the equipment must be accounted for during and after the end of the project period. Accountability may be satisfied by continued use during its useful life in the same or other projects related to objectives of the ARC, as approved by ARC. If the equipment is disposed of or transferred during its useful life to a use outside the scope of the ARC objectives, an amount equal to the resale value or the value of the ARC share at the time of disposal must be deposited in the grant account if still open, or the federal share must be refunded to ARC or an ARC-designated successor. ARC reserves the right to transfer such equipment and title thereto or other interest therein, to ARC, or an agency of the federal government or to another Grantee, in the event equipment, leased or purchased with funds under this agreement, is no longer used primarily for the purposes for which it is dedicated under this agreement, or is not used in substantial accord with the applicable provisions of this agreement.

It shall be Grantee's responsibility to monitor all use to ascertain that all such equipment is being used primarily for the purposes outlined herein. Grantee may propose to ARC that the equipment be transferred to another agency or entity which could utilize it for the purposes outlined in this agreement. Such transfers shall be subject to prior approval by the ARC Project Coordinator and to the reservation of rights in this Article.

#### **Article 11 Method of Payment.**

(1) Progress Payments. Grantee may receive progress payments (a) on the basis of the work performed; (b) upon ARC concurrence as to reasonableness of costs and submission of Form SF 270 (Request for Advance or Reimbursement); and; (c) upon submission to ARC of, and with the same frequency as, progress reports; and (d) upon determination by the ARC that the requirements of the agreement are being met. The total of such progress payments shall not exceed ninety (90) percent of the total grant amount unless specifically authorized in Part I of this agreement.

(2) Advance Payments. Grantee may receive advances of funds, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) Grantee's certification that a firm commitment has been obtained from each employee appointed under this agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of form SF 270 (Request for Advance or Reimbursement) and on the basis of cost estimates approved by the ARC Project Coordinator; (c) Grantee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period); any additional advance subject to ARC concurrence as to need; and (d) satisfactory progress on tasks specified in Part I and the incorporated proposal.

Total Advance Payments shall not exceed 90 percent of the total grant amount unless specifically authorized in Part I of this agreement.

(3) Final Payment. Upon Grantee's satisfactory completion of the Agreement, Grantee shall receive

any balance of funds which may be due under this Agreement.

(4) Disbursements. All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate, evidencing the disbursements.

**NOTE:** All payment requests must show the 9-digit taxpayer identifying number (TIN) assigned by the Internal Revenue Service. For individuals, the Social Security Number serves as the TIN; for businesses, the Employer Identification Number serves as the TIN.

## **Article 12 Grant-Related Income.**

Grant-related income means gross income earned by Grantee from grant supported activities and shall include, but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by this Agreement.

## **Article 13 Rebates and Discharges from Liability.**

Grantee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the Grantee (or any Assignee) shall be paid to the Commission to the extent that they are properly allocable to costs for which the Grantee has been reimbursed under this Article. Grantee will, when requested, assign such amounts to the Commission and execute such releases as may be appropriate to discharge the Commission, its officers and agents from liabilities arising out of this Agreement.

## **Article 14 Records /Audit.**

(1) Grantee shall establish procedures to ensure that all records pertaining to costs, expenses, and funds related to the Agreement shall be kept in a manner which is consistent with generally accepted accounting procedures. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Grantee shall maintain custody of time records, payrolls, and other data, as appropriate, to substantiate all services reported to the Commission as Contributed Services under this Agreement.

(2) All invoices, vouchers, statements of costs, and reports of disbursements of funds are subject to audit.

(3) Any payment may be reduced for overpayment(s) or increased for underpayment(s) on preceding invoices or vouchers. In the event of overpayment(s) ARC reserves the option of requiring the Grantee to reimburse the Commission for the amount of the overpayment(s).

(4) If Grantee has not provided either cash or contributed services of a value determined by the Commission to be sufficient to support the payments made by the Commission, or has failed to obligate or disburse any such sums for the purpose of this Agreement, the final payment shall be



reduced, or the Grantee shall make an appropriate refund.

(5) The Grantee agrees that the Federal Co-Chairman of the ARC, the Comptroller General of the United States, the ARC, or the duly authorized representatives of any of them shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Grantee involving transactions related to this Agreement.

(6) The Grantee will, in each subcontract, require the subcontractor to agree to the application of the provisions of this article in a similar manner to the subcontractor's records relating to said subcontract.

### **Article 15 Responsibilities.**

Notwithstanding any other provisions of this Agreement, it is expressly agreed that:

(1) Grantee will carry out the program under this Agreement as an independent contractor and not as agent of the Commission;

(2) Grantee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or in any way involved in, or affected by, any activities conducted under this Agreement; and

(3) The Commission, by its provision of funds for this project, undertakes no responsibility in this regard.

### **Article 16 Grantee's Principal Personnel.**

The Project Director shall be responsible for the general guidance and overall supervision of Grantee's efforts. The Project Director shall maintain liaison with the Commission's Project Coordinator. In the event the replacement of the Project Director becomes necessary, the Grantee will advise the Commission, in writing, of the change. The Commission reserves the right to disapprove any proposed substitute or addition.

### **Article 17 ARC Representative.**

The Project Coordinator is responsible for (i) providing liaison between the Commission and the Grantee, and (ii) obtaining approval of work accomplished by Grantee. The Commission may, in its discretion, change the Project Coordinator at any time, in which event it shall notify the Grantee in writing of the change.

### **Article 18 State Administration and Liaison Officer.**

Grantee shall submit copies of all correspondence, reports and requests for payment required to be submitted to ARC simultaneously to the State Administration and Liaison Officer named in this

Agreement.

### **Article 19 Disputes.**

(1) Procedure. Except as otherwise provided in this Agreement, in the event of any dispute arising under this Agreement concerning a question of fact which is not disposed of by agreement, a decision regarding the dispute shall be rendered by the Executive Director. The Grantee may, within 20 days from receipt of the Executive Director's written decision, submit to the Commission's Contract Review Committee (ARC-CRC), a written request for a review to which the ARC-CRC shall respond in writing within 60 days. Alternatively, the Grantee and the Executive Director may mutually agree to select any alternative means of dispute resolution to resolve such dispute. The decision of either the ARC-CRC or the arbitrator retained for the purpose of dispute resolution, shall be final and conclusive. Pending final decision under either alternative, the Grantee shall proceed diligently with the performance of the Agreement in accordance with the Executive Director's decision.

(2) Consideration of Questions of Law. This Article does not preclude the consideration of questions of law in connection with decisions provided for in the above paragraph; provided that nothing in this grant shall be construed as making final any decision of any administrative official, representative, or the ARC-CRC on a question of law.

(3) ARC Contract Review Committee. The ARC-CRC shall consist of the Federal Co-Chairman and the States' Co-Chairman or their appointed representatives. In a dispute in which one of the parties is either the State of the States' Co-Chairman or a Grantee from said State, the States' Vice Co-Chairman, or his/her representative, shall replace the States' Co-Chairman on the ARC-CRC for that dispute alone. Nothing herein shall operate in any way as a restriction on the powers of the Federal Co-Chairman or any state member of the Commission under the ARDA.

### **Article 20 Suspension/Termination for Cause.**

The ARC shall have the right, upon written notice to the Grantee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or material false statement in the conduct of this Agreement or any other ARC grant agreement.

### **Article 21 Termination for Default.**

The ARC may, by written notice to Grantee, terminate this Agreement in whole or in part in accordance with Part 52.249 of the Federal Acquisition Regulations' "Default (Fixed-Price Supply and Service)" clause in effect on the date of this Agreement including, but not limited to provisions regarding failure to perform due to causes beyond the control of Grantee, the status of completed and partially completed work after termination for default, excusable default, ARC's right to repurchase, and other remedies. Such regulations are incorporated by reference as part of this Agreement. The rights and remedies of the ARC provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **Article 22 Termination for Convenience.**

The ARC may, by written notice to the Grantee, terminate this Agreement in whole or in part for the convenience of the Commission, whenever the ARC determines that such action is in its best interest. If this Agreement is so terminated, the rights, duties and obligations of the parties, including compensation of the Grantee, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this Agreement and such regulations are incorporated by reference as part of this Agreement.

## **Article 23 Official Not to Benefit.**

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with an incorporated entity for its general benefit.

## **Article 24 Covenant Against Contingent Fees.**

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty the Commission shall have the right to annul this Agreement without liability or in its discretion to deduct from the grant amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **Article 25 Equal Opportunity.**

Grantee shall carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any such programs or activities.

## **Article 26 Patent Rights.**

All research and development grants are subject to the government-wide Patent Policies outlined in Department of Commerce regulations (37 CFR Part 401).

## **Article 27 Statement of Federal Funding.**

When issuing statements, press releases, requests for proposals, bid solicitations, and any and all other public documents or announcements describing the project or program funded by this Agreement, Grantee agrees and warrants that it shall clearly state:(1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### **Article 28 Lobbying.**

No funds made available under this Agreement may be used in any way, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress; however, this Article does not bar communications with Members of Congress as described in Title 18, section 1913, of the U.S. Code.

### **Article 29 Copyrights.**

The Federal Government, through the Appalachian Regional Commission (ARC), reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under a contract, grant, subgrant, or contract under a grant or subgrant, and to use, and authorize others to use, for federal government purposes, any rights of copyright to which a grantee, a subgrantee or a contractor purchases ownership with grant support or contact funds. Such license to use includes, but is not limited to, the publication of such work on an ARC Web site. Use of such works for purposes related to Appalachia and the development of the Region is generally authorized by ARC to State and local governments in the ARC Region and to other public and private not-for-profit organizations serving the Region, including the Appalachian Local Development Districts.

### **Article 30 Buy America.**

**General.** None of the ARC funds provided under this grant award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States — this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives) are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

**Definitions.** The definitions provided in the ARC website related to the Buy America are hereby incorporated by reference. The ARC Buy America website is available at <http://www.arc.gov/BuyAmericaGuidelines>.

**Exclusions.** This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

**Waivers.** A waiver on the application of the domestic content procurement preference (Buy America) may be available to the ARC grantee when one of the following exceptions are present: (a) the domestic content procurement preference is inconsistent with the public interest; (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (c) the inclusion of iron, steel, manufacture products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. The grantee will request the domestic content procurement preference (Buy America) waiver in writing and according to the instructions, format, content, and supporting materials described in the ARC Buy America website, available at <http://www.arc.gov/BuyAmericaGuidelines>.