



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

**Tioga County Industrial Development Agency
January 7, 2026 – 4:30 pm
Ronald E Dougherty County Office Building
56 Main Street, Owego, NY 13827
Legislative Conference Room, 1st Floor
Regular Meeting**

Call to Order and Introductions:

Attendance: IDA Board Members

1. Roll Call: J. Ward, B. Evanek, T. Monell, E. Knolles, K. Gillette, B. Case, R. Ciotoli
2. Excused:
3. Guests: J. Meagher, C. Yelverton, B. Woodburn, M. Schnabl

Privilege of the Floor:

Approval of Minutes:

- A. December 3, 2025, regular meeting.

Financials: November/December

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

New Business:

- A. DOT Lodging Logo Sign Panel Discussion
- B. Deluge Media 2026 Contract
- C. IDA Property- Private Property Posting
- D. FEMA Reimbursement
- E. MRB Group Policy Review

Old Business:

- A. Bowers Account Cleanup
- B. Tractor Supply
- C. Southern Tier Cleantech Roadmap update
- D. NYSPRHP MPR Grant Award

Committee Reports:

- A. Public Authority Accountability Act (PAAA)



1. Audit Committee Report: E. Knolles (Chair), J. Ward, B. Evanek
2. Governance Committee: J. Ward (Chair), E. Knolles, B. Case
3. Finance Committee: J. Ward (Chair), K. Gillette, B. Case
4. Loan Committee: J. Ward, K. Dougherty, D. Barton, E. Knolles, B. Evanek, J. Lavo.
 - a. Annual visits to loan recipients – Waiting on two more surveys.
 - b. Façade Loan Application received- waiting for more documentation
 - c. Equipment Lease Application received. Waiting for more documentation
5. Railroad Committee: K. Gillette, T. Monell
6. Public Relations Committee: B. Woodburn, T. Monell

PILOT Updates:

- A. Sales Tax Exemptions Update:
 1. Best Bev LLC - \$2,628,331.53 (December)/Authorized \$5,200,000
 - a. Waiting on updated Sales Tax Tracking Sheet before the tax exemption can be closed out. J. Meagher sent another letter to Best Bev
 2. Arteast Café LLC - \$18,865 (November)/ Authorized \$24,000.
- B. Suneast Solar Pilot – Sent Sales Tax Tracking Sheet to Suneast.

Project/Grant Updates:

- A. USDA RBDG and ARC Grant – Lounsberry Pre-engineering Study
 1. Geotech is complete. Waiting for the final report.
- B. USDA IRP Loan Application –
 1. The IDA was awarded \$299,000 in IRP Funds.
 2. IRP Loan Letter of Conditions package to be issued by USDA
- C. USDA RBDG Equipment Lease program
 1. Received 1-year extension from USDA.
 2. Received one applicant. Waiting on more documentation.

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

Next Regular Meeting: Wednesday February 4, 2026, at 4:30 PM in the Legislative Conference room.

Motion to Adjourn the meeting



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

**Tioga County Industrial Development Agency
December 3, 2025 – 4:30 pm
Ronald E Dougherty County Office Building
56 Main Street, Owego, NY 13827
Legislative Conference Room, 1st Floor
Regular Meeting**

Call to Order and Introductions: 4:37 PM

Attendance: IDA Board Members

1. Roll Call: J. Ward, B. Evanek, T. Monell, E. Knolles, K. Gillette, B. Case
2. Excused: M. Sauerbrey
3. Guests: J. Meagher, C. Yelverton, B. Woodburn
4. Virtual guests: Matt Carter, Kyle Whigham, Matt Straub, Chris Andreucci, Jeff Brown, Jeni Whigham, Nadia Patry, Megan Schnabl

Privilege of the Floor:

Approval of Minutes:

- A. November 5, 2025, regular meeting

Motion to approve November 5, 2025, minutes, as written (E. Knolles, T. Monell)

**Aye: 6 Abstain: 0
Nay: 0 Carried**

Financials: October/November

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

Motion to acknowledge the financials as written (B. Evanek, T. Monell).

**Aye: 6 Abstain: 0
Nay: 0 Carried**

New Business:

- A. RJ Corman update- Weitsman Recycling is RJ Cormans main customer for the Owego Hartford rail line. Weitsman suffered from a fire and now production has been stalled until the facility and equipment can be repaired and/or replaced.



J. Ward, B. Woodburn and C. Yelverton met with RJ Corman to discuss the decrease in railroad income. It is anticipated that the fire damage will be remediated by February. RJ Corman had a meeting with A. Weitsman to discuss the changes.

- B. Lockheed Martin Corporation – Cost Benefit Analysis. TCIDA hosted a public hearing on November 25th. There was no opposition to the project. M. Schnabl and J. Meagher met with Bob Farrell with OASD to discuss the PILOT and did not receive any opposition. Lockheed Martin applied for a 20-year PILOT. The PILOT includes sales tax and property tax exemption. The project creates 100 new jobs. M. Schnabl completed the cost benefit analysis. The benefit to cost ratio is 2:1. For the CBA, an estimated assessment of the property is used to calculate the benefit. J. Ward discussed the estimated assessment of the Lockheed Property. The local assessor would not provide an assessment of the property. B. Woodburn explained that the assessment used in the CBA Tool doesn't impact the actual assessment. M. Schnabl spoke with MRB Group about the assessment. MRB suggested to use the worst-case scenario for the assessment, in this case it is \$52 million. This includes construction and original estimated assessment. Meagher presented the PILOT schedule and resolution to Lockheed's legal team and it was approved.

Motion to approve resolution to accept Lockheed Martin's PILOT application (T. Monell, E. Knolles).

**Aye: 6 Abstain: 0
Nay: 0 Carried**

- C. 2025 DRAFT Annual Report-The board reviewed the annual report completed by ED&P.

Motion to approve TCIDA 2025 Annual Report as written (K. Gillette, B. Evanek).

**Aye: 6 Abstain: 0
Nay: 0 Carried**

- D. BOD Annual Evaluation- Evaluation is due before the annual meeting. C. Yelverton will send out a reminder email.

- E. Southside Drive Property Discussion- B. Woodburn discussed that the owner of the property that houses Tractor Supply, V. Porto would like more developed on his property, however to put a building on the property it would cross the



Village of Owego and Town of Owego property line. V. Porto is looking into moving the building to lie only in the VOO. V. Porto is interested in purchasing IDA property, the E-Site. B. Woodburn sent the wetland delineation to V. Porto for his contractor to review. The board agreed that they would be willing to sell the property.

- F. Regular Board Meeting Time Change Discussion. J. Ward discussed moving the regular board meeting time to 4:00pm instead of 4:30pm. The board agreed to keep the original board time of 4:30 pm on the 1st Wednesday of the month. M. Sauerbrey has found a replacement for her position on the IDA Board and will be effective January 1st.

Old Business:

- A. Bowers account cleanup- account cleanup is ongoing. Class system has been established for accounts.
- B. Tractor Supply- J. Meagher received easement documentation from Tractor Supply's legal team.

Motion to authorize Tioga Industrial Development Agency (TCIDA) to enter into a water line easement and maintenance agreement with the Town of Owego to provide for a water line to run across property owned by TCIDA located on Strong Road in the Town of Owego (K. Gillette, E. Knolles).

**Aye: 6 Abstain: 0
Nay: 0 Carried**

- C. Updated Wunder Lease- C. Yelverton drafted a lease agreement and J. Meagher will further review.

Committee Reports:

- A. Public Authority Accountability Act (PAAA)
 - 1. Audit Committee Report: E. Knolles (Chair), J. Ward, B. Evanek
 - 2. Governance Committee: J. Ward (Chair), E. Knolles
 - a. Bi-Annual ABO website review
 - b. Governance Committee Meeting scheduled for December 9th.
 - 3. Finance Committee: J. Ward (Chair), K. Gillette
 - 4. Loan Committee: J. Ward, K. Dougherty, D. Barton, E. Knolles, B. Evanek, J. Lavo.
 - a. Façade Loan Application received – waiting for credit report and application fee.



- b. Equipment Lease Application received – Waiting for more documentation
- c. The IDA credit report account has been inactive due to lack of use. J. Ward and ED&P staff have been working to activate the account. Credit reports for the two applications have not been able to be pulled as a result.
- 5. Railroad Committee: M. Sauerbrey, K. Gillette, T. Monell
- 6. Public Relations Committee: B. Woodburn, M. Sauerbrey, T. Monell

PILOT Updates:

A. Sales Tax Exemptions Update:

- 1. Best Bev LLC - \$2,628,331.53 (December 2024)/Authorized \$5,200,000
 - a. Waiting on updated Sales Tax Tracking Sheet before the tax exemption can be closed out. J. Meagher sent letter to Best Bev.
 - b. No response from Best Bev has been received yet. The deadline to respond to J. Meagher's letter has since passed. J. Meagher discussed the options for this matter. Best Bev has not provided accurate sales tracking sheet for Jan. - June of 2025. The IDA can revoke the sales tax exemption agreement and NYS can recapture funds. The IDA is not required to keep records for the sales tax exemption, and the state is responsible to recapture the funds. J. Meagher will send another letter.
- 2. Arteast Café LLC - \$18,865 (October)/ Authorized \$24,000. Project is in progress and sales tax tracking is up to date.

Project/Grant Updates:

- A. USDA RBDG and ARC Grant – Lounsberry Pre-engineering Study
 - 1. 90% of the project has been completed.
 - 2. Geotech has been completed. Waiting on final report from Hunt Engineering.
- B. USDA IRP Loan Application –
 - 1. The IDA was awarded \$299,000 in IRP Funds.
 - 2. IRP Loan Letter of Conditions package to be issued by USDA
- C. USDA RBDG Equipment Lease program
 - 1. Received 1-year extension from USDA.
 - 2. Received one application. Waiting for more documentation.

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

Next Regular Meeting: Wednesday January 7, 2026, at 4:30 PM in the Legislative Conference room.

Annual Meeting: Wednesday January 7, 2026, at 4:00 PM in the Legislative



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

Conference room.

Motion to Adjourn the meeting (T. Monell) 5:22pm

DRAFT

Balance Sheet - updated report

Tioga County Industrial Development Agency

As of November 30, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	AS OF NOVEMBER 30, 2025	AS OF NOVEMBER 30, 2024 (PY)	\$ CHANGE (PY)
Assets			
Current Assets			
Bank Accounts			
1000 CCTC- CDs			
1001 Land Acquisition (150)	601,961.02	555,596.92	46,364.10
1002 Site Dev 2487 (previously 0847)	110,608.57	104,439.62	6,168.95
Total for 1000 CCTC- CDs	\$712,569.59	\$660,036.54	\$52,533.05
1003 CD Cap Improvement TSB 1484	351,348.55		351,348.55
1004 CD Site Dev Com Bank 156	110,822.00	103,328.18	7,493.82
1005 CD Site Dev Com Bank 158	110,836.18	103,328.19	7,507.99
1006 Restricted Cash Accounts			
1007 USDA Funds			
1008 CCTC- Loan Loss Reserve	40,526.97	40,514.85	12.12
1009 TSB- IRP 2016 (Formerly IRP 4)	86,584.15	85,408.39	1,175.76
1010 TSB- RBEG	116,311.57	94,668.11	21,643.46
Total for 1007 USDA Funds	\$243,422.69	\$220,591.35	\$22,831.34
Community- Facade Improvement (deleted)	0.00	247,891.49	-247,891.49
COVID-19 (deleted)	0.00	78.67	-78.67
Total for 1006 Restricted Cash Accounts	\$243,422.69	\$468,561.51	-\$225,138.82
1011 Temporarily Restricted Cash Acc			
1012 TSB- PILOTS (Previously OG)	16,730.80	16,706.34	24.46
Community- BestBuy PILOT Acct. (deleted)	0.00	369.98	-369.98
TSB-Crown Cork and Seal (deleted)	0.00	95.67	-95.67
Total for 1011 Temporarily Restricted Cash Acc	\$16,730.80	\$17,171.99	-\$441.19
1013 Unrestricted Cash Accounts			
1014 TSB ICS	1,153,969.87	0.00	1,153,969.87
1015 TSB- Checking	189,603.26	695,741.32	-506,138.06
1016 TSB- General Fund	25,877.64	25,836.60	41.04
Total for 1013 Unrestricted Cash Accounts	\$1,369,450.77	\$721,577.92	\$647,872.85
1017 TSB- Commercial Facade Loan Program	227,895.95		227,895.95
CD Cap Improvement Com Bank (deleted)	0.00	327,220.11	-327,220.11
Total for Bank Accounts	\$3,143,076.53	\$2,401,224.44	\$741,852.09

Balance Sheet - updated report

Tioga County Industrial Development Agency

As of November 30, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	AS OF NOVEMBER 30, 2025	AS OF NOVEMBER 30, 2024 (PY)	\$ CHANGE (PY)
Other Current Assets			
1201 Accounts Receivable 1300.01	453.05	42,453.05	-42,000.00
1202 Allowance for Doubtful Accounts	-35,000.00	-35,000.00	0.00
1205 Facade Loan Program			
1206 Loan Rec 2024-01	18,611.10		18,611.10
Total for 1205 Facade Loan Program	\$18,611.10	\$0.00	\$18,611.10
1210 IRP 4	\$0.00	\$0.00	\$0.00
1211 IRP 4 2023-01-A	51,589.60	56,357.07	-4,767.47
1212 Loan Rec - 2019 - 06A	40,496.66	50,801.55	-10,304.89
1213 Loan Rec 2017-01-A	3,952.75	6,571.00	-2,618.25
1214 Loan Rec 2017-04-A	21,426.46	23,853.68	-2,427.22
1215 Loan Rec 2018-01-A	42,005.00	46,587.79	-4,582.79
1216 Loan Rec 2019-07-A	29,010.08	31,280.60	-2,270.52
1217 Loan Rec 2021-01-A	48,422.68	54,241.41	-5,818.73
1218 Loan Rec 2021-02-A	2,547.62	5,873.43	-3,325.81
Loan Rec 2009-02-A (deleted)	0.00	48,051.58	-48,051.58
Total for 1210 IRP 4	\$239,450.85	\$323,618.11	-\$84,167.26
1230 Prepaid Expenses	0.00	0.00	0.00
1250 RBEG			
1251 Loan Rec - RBEG 2019 -06	32,397.47	40,641.41	-8,243.94
1252 RBEG 2023-01-A	82,543.18	90,171.21	-7,628.03
Total for 1250 RBEG	\$114,940.65	\$130,812.62	-\$15,871.97
Total for Other Current Assets	\$338,455.65	\$461,883.78	-\$123,428.13
Total for Current Assets	\$3,481,532.18	\$2,863,108.22	\$618,423.96
Fixed Assets			
1500 Equipment	0.00	0.00	0.00
1501 Land 434	376,800.36	376,800.36	0.00
1502 Land- Cavataio	2,500.00	2,500.00	0.00
1503 Land-general	601,707.05	601,707.05	0.00
1504 Land-Louns	\$143,812.53	\$230,932.53	-\$87,120.00
1505 Berry	-747.60	2,452.20	-3,199.80
1506 Hess	259,561.43	259,561.43	0.00
1507 Lopke	8,993.03	8,993.03	0.00
1508 Town of Nichols	20,000.00	20,000.00	0.00
Total for 1504 Land-Louns	\$431,619.39	\$521,939.19	-\$90,319.80
1509 Land-Rizzuto	78,395.16	78,395.16	0.00

Balance Sheet - updated report

Tioga County Industrial Development Agency

As of November 30, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	AS OF NOVEMBER 30, 2025	AS OF NOVEMBER 30, 2024 (PY)	\$ CHANGE (PY)
1510 Railroad Improvements	2,077,650.50	1,990,530.50	87,120.00
1600 Accumulated Depreciation	-1,308,664.24	-1,279,269.24	-29,395.00
Asset WWTP	0.00	0.00	0.00
Total for Fixed Assets	\$2,260,008.22	\$2,292,603.02	-\$32,594.80
Other Assets			
Total for Assets	\$5,741,540.40	\$5,155,711.24	\$585,829.16
Liabilities and Equity			
Liabilities			
Current Liabilities			
Accounts Payable			
20000 Accounts Payable	0.00	0.00	0.00
Total for Accounts Payable	\$0.00	\$0.00	\$0.00
Other Current Liabilities			
21000 Payroll Liabilities	0.00	0.00	0.00
22000 Accrued Expenses	0.00	0.00	0.00
23000 Bond Discount	0.00	0.00	0.00
23001 Interest Payable	0.00	0.00	0.00
23020 PILOT Payments			
23021 CNYOG	0.00	0.00	0.00
23022 Crown Cork and Seal	-28.54	0.00	-28.54
23023 Gateway Owego, LLC	0.00	0.00	0.00
23024 Midwestern Pet Foods, Inc.	0.00	0.00	0.00
23025 Nichols Cross Dock	0.00	0.00	0.00
23026 Owego Gardens	16,727.99	16,674.99	53.00
23027 Tioga Downs Racetrack	0.00	0.00	0.00
Total for 23020 PILOT Payments	\$16,699.45	\$16,674.99	\$24.46
Total for Other Current Liabilities	\$16,699.45	\$16,674.99	\$24.46
Total for Current Liabilities	\$16,699.45	\$16,674.99	\$24.46
Long-term Liabilities			
24000 Tioga County HUD Prog - Principal	0.00	0.00	0.00
24001 Loan Pay- IRP 1	14,519.81	22,553.42	-8,033.61
24002 Loan Pay- IRP 2	55,116.17	66,787.30	-11,671.13
24003 Loan Pay- IRP 3	138,881.10	138,881.10	0.00
24004 Loan Pay- IRP 4	149,882.61	171,034.68	-21,152.07
Total for Long-term Liabilities	\$358,399.69	\$399,256.50	-\$40,856.81
Total for Liabilities	\$375,099.14	\$415,931.49	-\$40,832.35

Balance Sheet - updated report

Tioga County Industrial Development Agency

As of November 30, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	AS OF NOVEMBER 30, 2025	AS OF NOVEMBER 30, 2024 (PY)	\$ CHANGE (PY)
Equity			
3000 Opening Bal Equity	0.00	0.00	0.00
3001 Board Designated Funds	1,406,302.63	1,406,302.63	0.00
1110 Retained Earnings	3,416,211.07	3,409,874.23	6,336.84
Net Income	543,927.56	-76,397.11	620,324.67
Total for Equity	\$5,366,441.26	\$4,739,779.75	\$626,661.51
Total for Liabilities and Equity	\$5,741,540.40	\$5,155,711.24	\$585,829.16

Profit and Loss correct

Tioga County Industrial Development Agency

January 1-November 30, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	JAN 1 - NOV 30 2025	JAN 1 - NOV 30 2024 (PY)	\$ CHANGE (PY)
Income			
4110 Grants	\$68,650.00		\$68,650.00
4111 DRI-HCR	73,545.56	663,021.60	-589,476.04
4112 Lounsberry Industrial Area Expansion Study	23,445.00		23,445.00
4113 Workforce Coordinator	2,500.00	25,353.64	-22,853.64
Total for 4110 Grants	\$168,140.56	\$688,375.24	-\$520,234.68
4160 RJ Corman	\$22,907.30		\$22,907.30
freight (deleted)	135,169.88	136,172.46	-1,002.58
Total for 4160 RJ Corman	\$158,077.18	\$136,172.46	\$21,904.72
4170 PILOT Program Fees		\$2,500.00	-\$2,500.00
4175 Lockheed Martin	2,500.00		2,500.00
4180 SunEast Valley Solar	552,379.67		552,379.67
4171 Best Bev		18,120.29	-18,120.29
Total for 4170 PILOT Program Fees	\$554,879.67	\$20,620.29	\$534,259.38
4600 Leases/Licenses	17,441.65	16,635.17	806.48
4700 Interest Income- All Accounts	\$32,049.72	\$1,847.92	\$30,201.80
CCTC CD Land Acquisition (879) (deleted)	6,013.64		6,013.64
CCTC CD Site Development (878) (deleted)	1,324.05		1,324.05
CD 155 Site Dev com bank (deleted)		1,224.44	-1,224.44
Interest Income - TSB COVID19 (deleted)		-1.84	1.84
Total for 4700 Interest Income- All Accounts	\$39,387.41	\$3,070.52	\$36,316.89
4850 Loan Administrative Fee	459.89	260.06	199.83
4920 Loan Interest Income	\$14,485.67	\$17,320.91	-\$2,835.24
COVID-19 C-4-A (deleted)		-5.86	5.86
COVID-19 C-5-A (deleted)		-7.19	7.19
COVID-19 C-7-A (deleted)		-27.47	27.47
Total for 4920 Loan Interest Income	\$14,485.67	\$17,280.39	-\$2,794.72
4150 Miscellaneous Income		12,418.80	-12,418.80
4910 Loan Commitment Fee		400.00	-400.00
4940 Loan Program Fee		100.00	-100.00
Total for Income	\$952,872.03	\$895,332.93	\$57,539.10
Cost of Goods Sold			
Gross Profit	\$952,872.03	\$895,332.93	\$57,539.10
Expenses			
6120 Bank Service Charges	\$81.00	\$20.00	\$61.00
Check order (deleted)			
Crown (deleted)		15.00	-15.00
Total for Check order (deleted)		\$15.00	-\$15.00
Total for 6120 Bank Service Charges	\$81.00	\$35.00	\$46.00

Profit and Loss correct

Tioga County Industrial Development Agency

January 1-November 30, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	JAN 1 - NOV 30 2025	JAN 1 - NOV 30 2024 (PY)	\$ CHANGE (PY)
6160 Dues and Subscriptions	460.00	950.00	-490.00
6180 Insurance	17,159.70	17,234.55	-74.85
6210 Grant Expense	\$104,136.67	\$87,678.50	\$16,458.17
DRI-HCR (deleted)	81,179.49	663,021.60	-581,842.11
Total for 6210 Grant Expense	\$185,316.16	\$750,700.10	-\$565,383.94
6240 Miscellaneous	4,515.58	1,210.00	3,305.58
6250 Postage and Delivery	41.52		41.52
6270 Professional Fees	112,456.12	146,013.35	-33,557.23
6320 IDA Paint Program	1,000.00	1,000.00	0.00
6360 Marketing & Advertising	2,968.18	540.00	2,428.18
6400 Owego Creek Stabilization	33,149.54		33,149.54
6430 Loan Interest	4,419.33	4,401.31	18.02
6440 Loan Program Expense	60.00	60.00	0.00
6550 Office Supplies	2,592.75	1,754.90	837.85
6600 Property Taxes	774.71	774.21	0.50
6670 Program Expense			
6671 Facade Improvement Loan Program	190.40		190.40
Water Tower (deleted)		164.05	-164.05
Total for 6670 Program Expense	\$190.40	\$164.05	\$26.35
6998 Bad Debts	48,051.58		48,051.58
6200 Interest Expense		206.97	-206.97
6350 Travel & Ent		129.31	-129.31
6401 Lounsberry land		3,200.00	-3,200.00
6420 Loan Admin Fee		260.06	-260.06
6560 Payroll Expenses		25,020.51	-25,020.51
Building Repairs (deleted)		5,410.00	-5,410.00
Employee benefit (deleted)			
IRA Company Match (deleted)		202.23	-202.23
Total for Employee benefit (deleted)		\$202.23	-\$202.23
Employee Health (SSA) (deleted)		2,309.00	-2,309.00
Jan Nolis (deleted)		3,975.00	-3,975.00
Property Maintenance (deleted)		6,179.49	-6,179.49
Total for Expenses	\$413,236.57	\$971,730.04	-\$558,493.47
Net Operating Income	\$539,635.46	-\$76,397.11	\$616,032.57
Other Income			
7010 Interest Income	4,292.10		4,292.10
Total for Other Income	\$4,292.10		\$4,292.10

Profit and Loss correct

Tioga County Industrial Development Agency

January 1-November 30, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	JAN 1 - NOV 30 2025	JAN 1 - NOV 30 2024 (PY)	\$ CHANGE (PY)
Other Expenses			
Net Other Income	\$4,292.10		\$4,292.10
Net Income	\$543,927.56	-\$76,397.11	\$620,324.67

Transaction List by Date - Correct

Tioga County Industrial Development Agency

November 1-30, 2025

DATE	TRANSACTION TYPE	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	AMOUNT
11/04/2025	Check	BiziLife LLC	September 2025 social media		-1,135.48
11/04/2025	Check	Tioga County Treasurer	Q3 Postage	6250 Postage and Delivery	-11.79
11/06/2025	Deposit	Patrick Elston	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0026 25/11/06 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXX0000026 25/11/06		321.55
11/10/2025	Deposit	Broad Street Barber Shop	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0044 25/11/10 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXX0000044 25/11/10		559.08
11/17/2025	Deposit		INTEREST ADDED BACK	4700 Interest Income- All Accounts	338.30
11/17/2025	Deposit		INTEREST ADDED BACK	4700 Interest Income- All Accounts	351.89
11/20/2025	Expense	TCIDA	TRANSFER FROM X1070 TO X4907	6240 Miscellaneous	-391.45
11/28/2025	Deposit		Interest Earned	7010 Interest Income	2,368.62
11/28/2025	Deposit		INTEREST	7010 Interest Income	0.93
11/30/2025	Deposit		INTEREST DEPOSIT	4700 Interest Income- All Accounts	24.75
11/30/2025	Deposit		INTEREST DEPOSIT	4700 Interest Income- All Accounts	3.19
11/30/2025	Deposit		INTEREST DEPOSIT	4700 Interest Income- All Accounts	14.34
11/30/2025	Deposit		INTEREST DEPOSIT	4700 Interest Income- All Accounts	1.41
11/30/2025	Check	Megan Schnabl	November 2025 Professional Services	6270 Professional Fees	-1,500.00
11/30/2025	Check	Brittany Woodburn	November 2025 professional services	6270 Professional Fees	-1,900.00
11/30/2025	Check	Casey Yelverton	November 2025 Professional Services	6270 Professional Fees	-1,200.00
11/30/2025	Check	Bowers CPAs & Advisors		6270 Professional Fees	-2,000.00
TOTAL					-
					\$4,154.66

Transaction List by Date - Correct
Tioga County Industrial Development Agency
December 1-31, 2025

DATE	TRANSACTION TYPE	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	AMOUNT
12/01/2025	Deposit	HeaHea Retreat	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0030 25/12/01 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXX0000030 25/12/01		1,072.92
12/01/2025	Deposit	Pristine Vision, LLC	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0476 25/12/01 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXX0000476 25/12/01		809.96
12/01/2025	Deposit	HeaHea Retreat	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0472 25/12/01 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXX0000472 25/12/01		670.57
12/01/2025	Deposit	Pristine Vision, LLC	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0474 25/12/01 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXX0000474 25/12/01		1,012.45
12/01/2025	Deposit	R&C Auto	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0028 25/12/01 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXX0000028 25/12/01		306.00
12/02/2025	Check	BiziLife LLC	September 2025 social media	6270 Professional Fees	-567.74
12/02/2025	Check	Utica National Insurance Group	Acc# 203167808 Workers Comp Policy 5273358	6180 Insurance	-39.00
12/02/2025	Check	Thomas, Collison & Meagher		6270 Professional Fees	-4,625.00
12/03/2025	Deposit		DEPOSIT		2,044.50
12/03/2025	Deposit	Coughlin and Gerhart LLP		1205 Facade Loan Program:1206 Loan Rec 2024-01	277.78
12/04/2025	Deposit	FEMA	ACH NYS OSC CCD RMRIV4472DRNY 000MEMO#201 PW #601V0 QUESTIONS EMAIL KRISTIN .FARGIONE@DHSES.N ACH NYS OSC CCD RMR*IV*4472DRNY 000MEMO#201 PW #601V0 QUESTIONS EMAIL KRISTIN .FARGIONE@DHSES.N\	4110 Grants	1,415.82
12/05/2025	Deposit	Patrick Elston	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0038 25/12/05 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXX0000038 25/12/05		321.55
12/07/2025	Deposit		INTEREST	4700 Interest Income- All Accounts	1,009.17
12/10/2025	Deposit	Broad Street Barber Shop	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0018 25/12/10 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXX0000018 25/12/10		559.08
12/17/2025	Deposit		INTEREST ADDED BACK	4700 Interest Income- All Accounts	328.37
12/17/2025	Deposit		INTEREST ADDED BACK	4700 Interest Income- All Accounts	341.61
12/21/2025	Deposit		INTEREST	4700 Interest Income- All Accounts	6,273.26
12/26/2025	Check	Thomas, Collison & Meagher			-20,050.00
12/26/2025	Check	Hunt Engineers, Architects, & Surveyors		6210 Grant Expense	-9,998.50

Transaction List by Date - Correct
Tioga County Industrial Development Agency
December 1-31, 2025

DATE	TRANSACTION TYPE	NAME	MEMO/DESCRIPTION	ACCOUNT FULL NAME	AMOUNT
12/26/2025	Check	Tioga County ED&P	3rd Quarter 2025 Admin fees	6270 Professional Fees	-12,500.00
12/26/2025	Check	Tioga County ED&P	3rd Quarter 2025 Admin fees	6550 Office Supplies	-1,341.36
12/26/2025	Deposit		INTEREST ADDED BACK	4700 Interest Income- All Accounts	3,153.48
12/31/2025	Check	Megan Schnabl	December 2025 Professional Services	6270 Professional Fees	-1,500.00
12/31/2025	Check	Brittany Woodburn	December 2025 professional services	6270 Professional Fees	-1,900.00
12/31/2025	Check	Casey Yelverton	December 2025 Professional Services	6270 Professional Fees	-1,200.00
12/31/2025	Check	BiziLife LLC	December 2025 social media	6270 Professional Fees	-567.74
12/31/2025	Check	Tioga County Treasurer	Q4 of 2025 postage	6250 Postage and Delivery	-16.57
12/31/2025	Check	Tioga County	Shared Services Breakdown for 2025 ITCS Help Desk Charge: \$450.93 Phone & Internet: \$80.14 PC Hardware & Software: \$253.01 Server Charge: \$58.66	6550 Office Supplies	-842.73
12/31/2025	Check	Tioga County	Voided - Shared Services Breakdown for 2025 ITCS Help Desk Charge: \$450.93 Phone & Internet: \$80.14 PC Hardware & Software: \$253.01 Server Charge: \$58.66	6550 Office Supplies	0.00
TOTAL					- \$35,552.12



Deluge Media

Signature requested on December 04, 2025

Open Retainer Renewal Contract

Business: Deluge Media

nathaniel@deluge.media
80 North Ave, Owego, NY, 13827
(607) 223-4444

**Recipient: Tioga County Industrial
Development Agency**

yelvertonc@tiogacountyny.gov

This contract is between Deluge Media (the "Business") and Tioga County Industrial Development Agency (the "Client") dated 12/04/2025.

Terms

Agreement

This agreement contains the entire understanding between the Business and the Client. It supersedes all prior agreements. Changes must be made in writing and signed by both parties. If any part is found unenforceable, the remainder remains valid.

Retainer Term & Payment

Term: January 1, 2026 to December 31, 2026 (12 months)

Total Contract Value: \$2,968.18

Payment is due by January 1, 2026

Allocation & Usage

- Retainer funds may be used for any services offered by the Business
- Unused funds roll over but expire at the end of the contract term
- Work performed is billable to the retainer upon delivery, even if Client delays feedback or approvals.
- Retainer funds are non-refundable.

- All projects billed under this retainer will include a 20% discount from our full rates.

Client Responsibilities

The Client agrees to:

- Collaborate on project planning and provide timely and accurate shoot details
- Provide final feedback within 3 business days of draft delivery
- Remain accessible and responsive via phone/email

Failure to do so may result in timeline delays, forfeited funds, or additional charges.

Planning & Coordination

- Monthly meetings will determine project priorities and deliverables
- Clear goals and timelines will be set for each project

Communication & Approvals

- Projects pending Client response for over 10 business days will be marked complete
- Feedback windows do not affect billing timelines

Scope & Add-Ons

- Retainer includes services up to the agreed amount.
- In the event that all available funds are spent, additional work may be billed separately but will include a 20% discount during the contract term.
- Add-ons outside of normal project scopes (e.g., extra crew, advanced animation, gear rentals, travel costs) available upon request and may be billed separately

Personnel

The Client understands and agrees that while Deluge Media is led by Nathaniel Taber, the services outlined in this agreement may be performed by any qualified in-house team member or trusted subcontractor at the discretion of the Business. The Business retains the right to assign personnel based on project needs, availability, and expertise. All work will be held to the same quality standards regardless of who performs it.

Specific Talent Requests

If the Client wishes for Nathaniel Taber to personally direct, film, or edit any portion of the project, this must be requested in writing at the time of booking. Such requests are subject to scheduling availability and may incur additional fees depending on the scope of involvement. The Business reserves the right to determine feasibility based on project logistics and overall production needs.

Cancellations and Postponements

We understand that plans can change, and we aim to accommodate adjustments whenever possible while respecting the time, planning, and expenses that go into every project. The

following policy applies to all scheduled production work, whether hourly, partial-day, or full-day:

Definitions:

Scheduled production cost refers to the total quoted or invoiced amount for the specific session(s) being canceled or rescheduled, including any pre-production planning directly tied to that work.

Rescheduling:

- The Client may reschedule a session with at least 72 hours' notice at no charge.
- Rescheduling with less than 72 hours' notice may incur a fee of \$250 to \$500, depending on project scope, to cover pre-production time, crew commitments, and lost booking opportunities.

Cancellations:

- More than 7 days' notice: No cancellation fee applies. Any non-refundable expenses already incurred (e.g., travel, rentals, permits) will be billed to the Client.
- 3 to 7 days' notice: A cancellation fee equal to 25% of the scheduled production cost will apply.
- Less than 72 hours' notice: A cancellation fee equal to 50% of the scheduled production cost will apply.
- Same-day cancellations or no-shows: The full scheduled production cost will be billed.

Deposits:

Any non-refundable deposit or retainer funds previously paid will be applied toward cancellation fees or forfeited entirely, whichever is greater.

Non-Refundable Costs:

All third-party expenses already incurred (e.g., travel, lodging, equipment rentals, permits, subcontractor bookings) will be billed to the Client regardless of cancellation timing.

Unforeseen Events:

In the case of severe weather, personal emergencies, illness, or force majeure (events outside either party's control), both parties will act in good faith to reschedule at no penalty. Any non-refundable third-party costs will still apply.

Equipment Malfunction

If equipment failure occurs due to no fault of the Business and rescheduling is not feasible, the retainer will not be billed for that portion of work.

Media Release

The Client grants the Business the irrevocable right to use the names, faces, voices, and likenesses of their team in any media produced under this agreement. The Client affirms they have obtained all necessary permissions.

Indemnification

The Client agrees to indemnify and hold the Business harmless from any third-party claims, liabilities, or damages directly resulting from their own actions, negligence, or breach of this agreement.

The Client is responsible for ensuring that all necessary permissions, rights, and consents (such as for filming locations, individuals, or intellectual property) are secured for the purposes of this project. Deluge Media is not liable for issues arising from the use of materials provided or authorized by the Client.

This clause is intended to ensure that both parties take responsibility for their respective roles and obligations. It shall remain in effect after the completion of the project.

Deliverables & Revisions

Each project includes 2 rounds of revisions:

- Round 1: Broad feedback consistent with original scope
- Round 2: Feedback only on Round 1 changes

Revisions requested after the 3-business-day review window or otherwise outside of this revision structure will be billed

Final deliverables are defined as the completed and approved media items scoped and agreed upon during active service periods.

Creative Style

The Client acknowledges that the Business's work is customized but guided by an established visual and editorial style. While feedback is encouraged, final creative decisions—including pacing, color grade, and music selection—are at the discretion of the Business unless otherwise agreed in writing.

Licensed & Stock Assets

The Business may use licensed or royalty-free third-party assets (e.g., music, graphics, AI-enhanced footage, or stock video) in the creation of deliverables. These assets are licensed for commercial use, but the Client agrees not to re-license or redistribute them separately from the final deliverable.

Ownership & Rights

- Ownership of final deliverables transfers only after all invoices are paid in full
- Until then, Deluge Media retains all rights to content, and usage is not permitted
- Unauthorized use of unpaid content is a breach of this agreement
- Raw/project files are not included unless purchased separately at 25% of the project(s) value

- The Business may retain admin access to platforms/accounts during the term. Transfer of control will only occur once all invoices are paid in full.
- If the Client wishes to extend their cloud storage time beyond the 30-day delivery window, they may do so at the following rates:

- Up to 10 GB: \$10/month
- 11–100 GB: \$25/month
- 101 GB–1 TB: \$50/month
- Over 1 TB: Custom pricing based on storage needs

- Storage capacity is based on the size of final deliverables and any additional raw data the Client has requested to retain.
- The Client hereby grants the Business the irrevocable and unrestricted right to use and publish all photos, videos, graphics, and behind-the-scenes content for marketing purposes.

Backup & File Access

- Final deliverables will be downloadable for 30 days
- Re-delivery after that window is \$25, if files remain available
- Raw data is stored for 1 year. Extended storage available for \$125/year

Third-Party Use

The Client may not sub-license, resell, or allow third-party modification of the final deliverables without written consent from the Business. This ensures the integrity and intended use of the work is maintained.

Confidentiality

Both parties agree to maintain confidentiality regarding pricing, processes, and internal documents. This obligation survives termination of the agreement.

Cancellation

- Client may cancel, upgrade, or downgrade with 30 days' written notice (email or certified letter only)
- Text messages or verbal cancellations are not accepted
- All invoices due within the 30-day period must be paid in full
- Unused funds will expire unless otherwise agreed in writing

Suspension & Termination

- Services may be paused due to late payment or contract breach
- "Account closure" means all work is paused, but contract remains enforceable until formally canceled

- The Business may terminate the agreement immediately for abuse, nonpayment, or repeated breach

Dispute Resolution

Any disputes shall be resolved via binding arbitration in Tioga County, NY, under New York State law.

Force Majeure

The Business shall not be held liable for delays due to uncontrollable events (e.g., natural disaster, illness).

Right to Refuse Work

The Business reserves the right to decline or exit projects involving unsafe, defamatory, or misaligned content.

Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

Business signature

Owner name	Nathaniel D. Taber
Owner signature	<i>Nathaniel D. Taber</i>
Business date signed	12/04/2025

Recipient signature

Recipient name	
Recipient signature	
Recipient date signed	