

**Steuben County Industrial Development Agency
7234 Route 54 North
PO Box 393
Bath, NY 14810**

Board Meeting Notice

July 25, 2024

Steuben County Industrial Development Agency will hold a Board Meeting at 12:00 pm on July 25, 2024. This meeting is open to the public and those wishing to view the meeting as it is held may do so by visiting:

[July 25, 2024](#)

Sincerely,

Dean Strobel
Board Chair

Steuben County Industrial Development Agency
Regular Meeting of the Board of Directors
Agenda
July 25, 2024, 12:00 pm

- | | | |
|----|--|----------------|
| 1. | Call to Order – Quorum present | Strobel |
| 2. | Secretary’s Report – June 13, 2024, minutes | Davidson |
| 3. | Treasurer’s Report –June 2024 financials | Russo |
| | a) CD Renewal | |
| 4. | New Business: | |
| | a) Phone System RFP | Johnson |
| 5. | Old Business | |
| | a) Baron Wind Update | Johnson |
| | b) NY Forward update | Bull |
| | c) Finger Lakes Rail Rider Entry Agreement Ext | Johnson |
| | d) Clean Tech Update | Johnson/Staats |
| | e) ARC/Rt. 54 Corridor Study | Johnson/Staats |
| 6. | Project Updates | Johnson |
| 7. | Adjournment | Strobel |

**Steuben County Industrial Development Agency
Board of Director's Meeting Minutes
June 13, 2024**

- I. **Call To Order:** The Regular Meeting of the Steuben County Industrial Development Agency (IDA) was called to order at 12:01pm by Chair Strobel, who confirmed that there was a quorum present.

Present:	Dean Strobel	Chairman
	Kelly Fitzpatrick	Vice Chair
	Mark Alger	Member
	Michelle Caulfield	Member
	Sarah Creath	Member
	James Johnson	Executive Director
	Jill Staats	Deputy Director
	Matt Bull	Dir. of Community and Infrastructure Dev.
	Russ Gaenzle	IDA Counsel
Absent:	Mike Davidson	Secretary
	Tony Russo	Treasurer
Guests:	Kam Keeley	Three Rivers Development Corporation
	Ryan Silva	NYS Economic Development Council

- II. **Secretary's Report:** Johnson presented the May 9, 2024 meeting minutes in Davidson's absence. A motion to approve them as presented in the board packet was made by Alger and seconded by Fitzpatrick. All voted in favor and the motion passed.
- III. **Treasurer's Report:** Johnson presented the April and May financials in Russo's absence. A motion to approve the financial statements as presented was made by Caulfield and seconded by Alger. All voted in favor and the motion passed.
- IV. **New Business:**
- a) **Ryan Silva's Legislative Update** – As Executive Director of the NYS Economic Development Council, Silva summarized the legislature's actions during the 2024 session and continuing areas of focus. He highlighted three main pieces of legislation that passed in the final days of the session that will impact IDAs in the state.
- V. **Old Business:**
- a) **Siemens Energy Final Approval** – Johnson summarized the Siemens Energy project, presented at last month's board meeting, for which sales tax assistance was requested. He noted that the environmental review had been completed and a public hearing held; no one attended the hearing. Johnson requested the board offer final approval based on the information provided. Alger made a motion to approve the final resolution, and Creath seconded. All voted in favor and the motion passed.

- b) Restore NY Update** – Johnson summarized the various applications for Restore NY grant funding made by projects in Steuben County, which were due at the end of May.
- c) NY Forward Update** – Johnson provided an update on the state’s process to plan for NY Forward project funding in Urbana and Hammondsport.
- d) Personnel** – Johnson advised the group that the administrative position was filled at 25 hours per week. Kelly Hortman was scheduled to start on Monday, June 17.
- e) Board Meeting Dates Through December** – Johnson advised the Board that previous calendar invites for board meetings sent by Jen were cancelled so her email could be disabled. New invites will be sent by Kelly next week.
- f) June and July Meeting Dates** – Johnson advised that the June 27 meeting will be cancelled but that meetings will be back on the typical cycle starting with the July 25 meeting.

- VI. Project Updates** – Johnson provided updates on the CRISI grant submission, the clean tech study, Baron Wind Phase 2, and the opening of the state’s grant portal through the end of July.
- VII. Adjournment:** Alger made a motion to adjourn the meeting at 12:51pm, which was seconded by Fitzpatrick. All voted in favor and the motion passed.

Respectfully submitted,
Kelly Fitzpatrick
Vice Chair

Statement of Activity - MTD and YTD by Department Steuben County Industrial Development Agency

For 6/30/2024

SCIDA

Income	M-T-D Actual	Y-T-D Actual	Y-T-D Budget	Variance
Administrative Income	6,325.00	393,325.00	1,273,000.00	(879,675.00)
10.2140.100.00 Administrative Income		393,325.00	1,273,000.00	(879,675.00)
Total Administrative Income	6,325.00	393,325.00	1,273,000.00	(879,675.00)
Business Development Income	0.00	130,000.00	130,000.00	0.00
10.2710.100.00 Business Development Support Income		130,000.00	130,000.00	0.00
Total Business Development Income	0.00	130,000.00	130,000.00	0.00
Other Income	0.00	0.00	100,000.00	(100,000.00)
10.2815.100.00 Grant Income Site Development		0.00	100,000.00	(100,000.00)
10.2870.100.00 Miscellaneous Income	0.00	18.00	2,000.00	(1,982.00)
10.2891.100.00 Interest Income	2,073.17	54,082.62	15,000.00	39,082.62
Total Other Income	2,073.17	54,100.62	117,000.00	(62,899.38)
Total Income	8,398.17	577,425.62	1,520,000.00	(942,574.38)
Expenses				
Office Expenses	0.00	325.00	5,000.00	4,675.00
10.6125.400.00 Continuing Education Expense		325.00	5,000.00	4,675.00
10.6130.400.00 Dues & Subscriptions Expense	593.66	5,240.33	9,200.00	3,959.67
10.6140.400.00 Miscellaneous Expense	0.00	0.00	3,200.00	3,200.00
10.6150.400.00 Postage & Delivery Expense	0.00	479.56	3,000.00	2,520.44
10.6155.400.00 Cleaning Expense	460.00	1,380.00	2,850.00	1,470.00
10.6160.400.00 Copier Expense	183.14	1,276.40	2,500.00	1,223.60
10.6165.400.00 Office Supplies Expense	362.92	805.45	6,000.00	5,194.55
10.6170.400.00 Payroll Fees Expense	0.00	1,059.02	3,500.00	2,440.98
Total Office Expenses	1,599.72	10,565.76	35,250.00	24,684.24
Professional Services Expense	0.00	0.00	5,500.00	5,500.00
10.6200.400.00 Legal Services Expense		0.00	5,500.00	5,500.00
10.6205.400.00 Maintenance Expense	450.00	905.00	50,000.00	49,095.00
10.6210.400.00 Accounting Expense	2,910.91	25,004.55	11,495.00	(13,509.55)
10.6215.400.00 Manufacturing Day Video & Event Expense	0.00	0.00	3,603.00	3,603.00
10.6220.400.00 Consulting Expense	0.00	0.00	15,000.00	15,000.00
Total Professional Services Expenses	3,360.91	25,909.55	85,598.00	59,688.45
Salaries & Wages Expense	28,778.38	169,190.77	433,051.00	263,860.23
10.6560.400.00 Payroll Expenses		169,190.77	433,051.00	263,860.23
10.6561.400.00 Payroll Taxes Expense	2,232.52	13,204.27	38,000.00	24,795.73
10.6599.400.00 Retirement (ERS) Expense	0.00	0.00	45,000.00	45,000.00
Total Salaries & Wages Expenses	31,010.90	182,395.04	516,051.00	333,655.96
Administrative Expenses	290.00	4,099.30	7,000.00	2,900.70
10.6625.400.00 Technology Upgrades Expense		4,099.30	7,000.00	2,900.70
10.6635.400.00 Community Engagement	0.00	0.00	6,500.00	6,500.00
10.6645.400.00 Marketing Expense	0.00	3,500.00	25,000.00	21,500.00

Statement of Activity - MTD and YTD by Department Steuben County Industrial Development Agency

For 6/30/2024

SCIDA

	M-T-D Actual	Y-T-D Actual	Y-T-D Budget	Variance
Total Administrative Expenses	290.00	7,599.30	38,500.00	30,900.70
Utility Expenses				
10.6650.400.00 Internet Access Expense	0.00	0.00	780.00	780.00
10.6655.400.00 Telephone Expense	363.19	1,798.14	3,900.00	2,101.86
10.6660.400.00 Utilities Expense	238.34	1,272.61	4,500.00	3,227.39
10.6665.400.00 Refuse Expense	35.00	175.00	450.00	275.00
Total Utility Expenses	636.53	3,245.75	9,630.00	6,384.25
Travel Expenses				
10.6700.400.00 Travel & Entertainment Expense	485.75	951.08	8,000.00	7,048.92
10.6705.400.00 Community Engagement	106.98	610.58	0.00	(610.58)
10.6710.400.00 Conferences Expense	1,166.22	5,125.63	8,500.00	3,374.37
Total Travel Expenses	1,758.95	6,687.29	16,500.00	9,812.71
Insurance Expense				
10.6810.400.00 Health Insurance Expense	4,879.34	36,579.51	71,200.00	34,620.49
10.6815.400.00 Dental Insurance Expense	0.00	1,322.60	2,305.00	982.40
10.6820.400.00 Vehicle Allowance Expense	929.04	5,667.16	11,706.00	6,038.84
10.6825.400.00 Liability Insurance Expense	7,862.89	9,334.89	10,300.00	965.11
10.6830.400.00 Disability Insurance Expense	0.00	1,162.30	2,200.00	1,037.70
10.6835.400.00 Life Insurance Expense	0.00	1,254.99	1,390.00	135.01
10.6840.400.00 Workers' Compensation Insurance Expense	0.00	(1,080.00)	3,050.00	4,130.00
Total Insurance Expense	13,671.27	54,241.45	102,151.00	47,909.55
Infrastructure Expense				
10.6905.400.00 Project Costs Expense	122.42	4,728.78	25,000.00	20,271.22
10.6915.400.00 Site Development Expense	0.00	55,000.00	200,000.00	145,000.00
Total Infrastructure Expense	122.42	59,728.78	225,000.00	165,271.22
Other Expenses				
Total Expenses	52,450.70	350,372.92	1,028,680.00	678,307.08
Excess Revenue Over (Under) Expenses	(44,052.53)	227,052.70	491,320.00	(264,267.30)

Statement of Financial Position by Fund
Steuben County Industrial Development Agency
6/30/2024

	<u>6/30/2024</u>	<u>12/31/2023</u>	<u>Change</u>
Assets			
Current Assets			
10.0200.020.00 SCIDA Checking xx3375 - Five Star Bank	1,187,798.77	1,515,249.37	(327,450.60)
10.0205.020.00 SCIDA Escrow Acct xx9305	9,219.73		9,219.73
10.0209.020.00 SCIDA Project Account xx1901	12,316.16	12,316.16	-
10.0210.020.00 Petty Cash	100.00	100.00	-
10.0215.020.00 Chemung Canal Trust Company	976,202.05	1,470,684.36	(494,482.31)
10.0220.020.00 SCIDA Five Star CD xx6885	-	1,009,500.00	(1,009,500.00)
10.0221.020.00 SCIDA Five Star CD xx5244	612,700.71	612,700.71	-
10.0222.020.00 Chemung CD xx0967	500,000.00		500,000.00
10.0223.020.00 SCIDA Five Star CD xx4101	1,556,570.36		1,556,570.36
10.0240.020.00 Prepaid Expenses	11,091.73	11,091.73	-
Total Current Assets	<u>4,865,999.51</u>	<u>4,631,642.33</u>	<u>234,357.18</u>
Non-Current Assets			
10.0199.030.00 Deferred Outflows of Resources	196,236.00	196,236.00	-
Total Non-Current Assets	<u>196,236.00</u>	<u>196,236.00</u>	<u>-</u>
Fixed Assets			
Land			
10.0100.010.00 Land - B&W Railroad	380,250.00	380,250.00	-
10.0102.010.00 B&H Railroad	102,653.00	102,653.00	-
10.0104.010.00 Engine House - Livonia	100,000.00	100,000.00	-
10.0106.010.00 Land - Railroad	39,979.00	39,979.00	-
10.0108.010.00 Land - Scudder Property	226,735.76	226,735.76	-
Total Land	<u>849,617.76</u>	<u>849,617.76</u>	<u>-</u>
Buildings			
10.0120.010.00 Building - Office	161,544.00	161,544.00	-
10.0122.010.00 B&W Railroad	380,250.00	380,250.00	-
10.0124.010.00 Building Improvements	54,260.00	54,260.00	-
10.0126.010.00 B&H Railroad	922,522.80	922,522.80	-
Total Buildings	<u>1,518,576.80</u>	<u>1,518,576.80</u>	<u>-</u>
Equipment			
10.0140.010.00 B&H Railroad Equipment	14,250.00	14,250.00	-
10.0145.010.00 Office Equipment	33,968.35	33,968.35	-
Total Equipment	<u>48,218.35</u>	<u>48,218.35</u>	<u>-</u>
Goodwill			
10.0175.010.00 Website Design	30,000.00	30,000.00	-
Total Goodwill	<u>30,000.00</u>	<u>30,000.00</u>	<u>-</u>
Depreciation			
10.0180.010.00 Accumulated Depreciation	(1,002,297.13)	(1,002,297.13)	-
10.0185.010.00 Accumulated Amortization	(30,000.00)	(30,000.00)	-
Total Depreciation	<u>(1,032,297.13)</u>	<u>(1,032,297.13)</u>	<u>-</u>
Total Assets	<u>6,476,351.29</u>	<u>6,241,994.11</u>	<u>234,357.18</u>

Liabilities and Fund Balance

Liabilities

Current Liabilities

10.0600.060.00 Accounts Payable	100.00	100.00	-
10.0610.060.00 Payroll Liabilities - PR Taxes	2.10		2.10
10.0611.060.00 Payroll Liabilities - Retirement	3.35	962.95	(959.60)
10.0612.060.00 Payroll Liabilities - Def Comp		200.00	(200.00)
10.0613.060.00 Payroll Liabilities - United Way	299.60	295.60	4.00
10.0630.060.00 Escrow Funds Payable	8,457.98		8,457.98
Total Current Liabilities	8,863.03	1,558.55	7,304.48

Non-Current Liabilities

10.0680.070.00 Net Pension Liability	244,484.00	244,484.00	-
10.0685.070.00 Deferred Inflows of Resources	24,688.00	24,688.00	-
Total Non-Current Liabilities	269,172.00	269,172.00	-
Total Liabilities	278,035.03	270,730.55	7,304.48

Fund Equity

NonSpendable Fund Balance

Fund Balance

10.0905.090.00 Temp Restricted - Millenium	153,557.41	153,557.41	-
10.0910.090.00 Temp Restricted - Infrastructure	12,316.27	12,316.27	-
10.0915.090.00 Fund Balance	5,805,389.88	5,393,453.36	411,936.52
Total Fund Balance	5,971,263.56	5,559,327.04	411,936.52
Current Year Change in Fund Balance	227,052.70	411,936.52	(184,883.82)
Total Fund Equity	6,198,316.26	5,971,263.56	227,052.70
Total Liabilities and Fund Balance	6,476,351.29	6,241,994.11	234,357.18

MEMO

To: Jamie Johnson, Executive Director
From: Matthew Bull, Director of Community and Infrastructure Development
Date: 07/18/2024
Re: Review and Summary Recommendation of VoIP System Proposals

(5) invitations to submit proposals were distributed to TechLine Communications (Elmira), CPE (Elmira), Empire (Prattsburgh), Cove Central (Brunswick, ME), and SCT (Penn Yan/Watkins Glen). Below is summary and recommendation of the (4) proposals received.

Cove Communications proposed solution is serviced/hosted by Vodia cloud. Vodia and Cove also have a proven track record of reliability and redundancy to ensure ongoing connectivity, with strong technical support. Cove has proposed Yealink telephone devices, that include a lifetime warranty. References provided include the Institute for Human Services, Pro Action as well as many other municipal, healthcare, and educational settings along the east coast, OH, TX, and NV. **Initial set up costs are \$3,254.00 with monthly recurring charges of \$115.45 (annualized \$1,385.40) for a total cost in the first year of \$4,639.40.**

TechLine Communications proposed solution is serviced/hosted by Ring Central, an early innovator of VoIP systems and both have a proven track record of technical support. The system set up would be performed by TechLine and ongoing technical support as needed would be available both with TechLine and Ring Central. In addition, TechLine proposes Yealink telephone devices, including a wireless conference phone which would be beneficial given our physical set up in the conference room. References provided include Provisions Modular Hardware (Horseheads), Thurber & Thurber DPM PC (Elmira), Pathways, Inc. (Corning) and Glove House (multiple area locations). Equipment warranty of three years. **Initial set up costs are \$2,663.81 with monthly recurring charges of \$150 (annualized \$1,800) for a total cost in the first year of \$4,463.81.**

Empire proposed solution is serviced/hosted by Empire Voice and includes Polycom telephone equipment that is included in a monthly recurring cost format vs. an upfront equipment purchase, with a three year warranty. References include the City of Canandaigua, Maple City Savings Bank, and the Town of Urbana. **Initial set up costs are \$1,165.00 with monthly recurring charges of \$258.87 (annualized \$3,106.44) for a total cost in the first year of \$4,271.44.**

CPE InterLink proposed solution is serviced/hosted by CQ Simple and includes Yealink desk and conference phone equipment with a one-year warranty. References provided included the Chemung Child Care Council, Arbor Housing, and Mullen Associates. **Initial set up costs are \$2,230.00 with monthly recurring charges of \$89.95 (annualized \$1,079.40) for a total cost in the first year of \$3,309.40.**

In general, all (4) proposals addressed the components of RFP in full and the features and functionality of the requested VoIP system will be met, including new desk phones, use of a mobile app and overall portability, conversion to e-fax, voicemail to email, and PC (browser) access to the system. However, during the review there were certain nuances to each firm's proposed solution that should be factored into the selection, such as technical support and customer service, warranty, telephone/hardware devices, and monthly recurring cost.

Item/System Components Cost/Proposal	CPE Response		TechLine Response		Cove Response		Empire Response	
	Unit	Total	Unit	Total	Unit	Total	Unit	Total
One Time/Set Up Charges								
Porting Existing Numbers					\$ 45.00	\$ 45.00		
OPTIONAL 8 Port Switch							\$ 250.00	\$ 250.00
Cat6 Wiring							\$ 825.00	\$ 855.00
Polycom Phone							\$ 60.00	\$ 60.00
YeaLink T57 (Reception)					\$ 375.00	\$ 375.00		
YeaLink T44	\$ 186.00	\$ 755.00			\$ 195.00	\$ 585.00		
YeaLink T53w and power cords			\$ 157.63	\$ 630.52				
YeaLink CP925	\$ 565.00	\$ 565.00	\$ 519.89	\$ 519.89	\$ 599.00	\$ 599.00		
On Site Installation/materials/training	\$ 910.00	\$ 910.00	\$ 1,513.40	\$ 1,513.40	\$ 1,650.00	\$ 1,650.00		
Total One Time/Set Up Charges		\$ 2,230.00		\$ 2,663.81		\$ 3,254.00		\$ 1,165.00
Monthly Recurring Charges								
License					\$ 17.00	\$ 17.00		
Call Accounting/Reporting					\$ 4.00	\$ 4.00		
Conference Room Ext.					\$ 2.45	\$ 2.45	\$ 29.25	
Hosted Extensions	\$ 5.00	\$ 25.00	\$ 25.00	\$ 125.00	\$ 75.00	\$ 75.00	\$ 38.00	
Headset (optional)							\$ 22.36	
Ubiquity Switch and Router							\$ 42.32	
Smart Office Voice Plus							\$ 15.00	
Smart Office Mobile							\$ 72.00	
Less than 10 phones							\$ 20.00	
Partner Program	\$ 15.00	\$ 15.00						
Simple Call Path, Burstable, E911	\$ 25.00	\$ 25.00						
1 Additional DID	\$ 2.00	\$ 2.00			\$ 2.00	\$ 2.00		
Auto Attendant							\$ 9.99	
E-Fax	\$ 22.95	\$ 22.95	\$ 25.00	\$ 25.00	\$ 15.00	\$ 15.00	\$ 9.95	
Total Monthly Recurring Charges		\$ 89.95		\$ 150.00		\$ 115.45		\$ 258.87
Annualized MRC		\$ 1,079.40		\$ 1,800.00		\$ 1,385.40		\$ 3,106.44
Total Year 1 (Setup + Annual MRC)		\$ 3,309.40		\$ 4,463.81		\$ 4,639.40		\$ 4,271.44
Total: 3 years (Setup +3 Yr. MRC)		\$ 5,468.20		\$ 8,063.81		\$ 7,409.00		\$ 10,484.32
(Per Month over 36 months)		\$ 151.89		\$ 223.97		\$ 205.81		\$ 291.23

Hello Jamie and Matt:

I would like to make a formal request for extension of the use agreement that is currently in place between KAF Holdings, Inc and the Steuben IDA for the Rail Right of Way between Pleasant Valley (near Mercury Entrance) and Old Hammondsport Road (near Simmons Rockwell just off Rt. 54). This rail is formerly known as the Champagne Trail.

You are currently covered under my insurance as a named party until May of 2025 for the aggregate amount of \$2 million and an additional \$1million of coverage is provided by my contractor each time he is working on the property. That satisfies the \$3 million coverage per our agreement.

Please let me know if you require any further information or supporting documents.

Thank you.

Kathy Ferron

President, KAF Holdings Inc

d/b/a Finger Lakes Rail Riders

SITE ACCESS AGREEMENT

This **SITE ACCESS AGREEMENT** ("Agreement") is made as of July 18, 2024, amending the Agreement dated December 18, 2023, by and between **STEUBEN COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 7234 Route 54 North, P.O. Box 393, Bath, New York 14810 (the "Agency") and **KAF Holdings Inc d/b/a Finger Lakes Rail Riders**, an S-Corp duly formed and validly existing under the laws of the State of New York with offices at 2039 Havens Corners Road, Penn Yan, New York 14527 (the "Company").

WITNESSETH

WHEREAS, the Agency owns certain railroad track facilities (the "Track") located in Steuben County, New York; and

WHEREAS, the Company has expressed interest in operating a rail bike facility on certain unused portions of the Track (the "Licensed Track"); and

WHEREAS, in order to assess the condition of the Licensed Track, clearing of certain growth and impediments is required; and

WHEREAS, the Company and/or its agents, contractors, subcontractors or designees desire to conduct certain clearing (hereinafter referred to as the "Clearing") of the Licensed Track in order to assess the condition thereof; and

WHEREAS, in connection with the Clearing of the Licensed Track, the Agency desires to grant the Company and/or its agents, contractors, subcontractors or designees, access to the Licensed Track to perform such Clearing.

NOW, THEREFORE, in consideration of the mutual representations, covenants, and agreements contained herein, the parties agree as follows:

1. COMPANY REPRESENTATIONS

A. The Company and/or its agents, contractors, subcontractors or designees will conduct the Clearing.

B. At least forty-eight (48) hours prior to its initial entry onto the Licensed Track by the Company and/or its agents, licensees, invitees, and contractors and/or subcontractors (collectively referred to as "Contractors"), the Company shall notify James C. Johnson, Executive Director of the Agency in writing and by telephone at 607.776.3316: (i) of its intention to enter the Licensed Track; (ii) of the nature, scope and extent of the work to be performed and its anticipated duration; and (iii) to obtain permission to enter the Licensed Track on the date(s) proposed. It being acknowledged and agreed that any such notice may be given one time for multiple site visits.

2. AGENCY REPRESENTATION

The Agency hereby grants a temporary license to the company and/or its contractors from the date hereof through and including May 31, 2025 unless extended or terminated by mutual agreement of the parties.

3. ENTRY UPON THE LICENSED TRACK

Upon the execution of this Agreement, the Company and its Contractors shall be permitted to enter the Licensed Track to complete the Clearing pursuant to the terms of this Agreement. The Agency shall cooperate with the Company and its Contractors to facilitate the completion of the Clearing.

4. CONDUCT OF THE CLEARING

The Clearing may involve physical disturbances to portions of the Licensed Track. The Clearing shall comply with all applicable federal, state, and local laws and regulations.

5. PHYSICAL RESTORATION OF THE LICENSED TRACK

The Company and its Contractors shall return those portions of the Licensed Track utilized or disturbed as a result of the Clearing to the status or conditions which existed prior to any physical disturbance. For the avoidance of any doubt, the obligation of the Company and its Contractors to restore the Licensed Track to the status or conditions which existed prior to any physical disturbance as a result of the Clearing shall be limited exclusively to the physical Track and shall not include any right-of-way areas.

6. INDEMNIFICATION

Notwithstanding anything herein to the contrary, and in addition to any rights or remedies available at law or in equity, during the term of this Agreement, the Company shall indemnify, defend (with counsel satisfactory to the Agency) and hold harmless the Agency, and each of their respective officers, directors, members, employees, agents and contractors, from and against costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, entity or governmental authority whatsoever arising out of (a) any failure by the Company or its Contractors to perform any of the agreements, terms, covenants or conditions of this Agreement on the Company's part to be performed, (b) any accident, injury or damage that happens in, about or outside the Licensed Track and arising from the acts of the Company, its agents, servants, or employees, or (c) the Company's failure to comply with any laws ordinances, requirements, orders, directions, rules or regulations of any federal, state, county, or municipal governmental authority or agreement of record affecting the Licensed Track. Said indemnification obligations shall survive the expiration or earlier termination of this Agreement.

7. TERMINATION OF LICENSE AND AGREEMENT

Except with respect to paragraphs 5 and 6 above which shall survive termination, this Agreement and its license shall terminate on May 31, 2025, unless the term of this Agreement is

extended by the Agency pursuant to paragraph 2 above, at which time the Agreement shall terminate immediately upon the completion of the extended period. Under no circumstances shall the license granted pursuant to this Agreement be construed as granting the Company any right, title, or interest of any kind or character in or about the Licensed Track.

8. **INSURANCE**

During the term of this Agreement, the Company shall, at its own expense, maintain or cause its Contractors to maintain Commercial General Liability Insurance coverage in a minimum amount of \$3,000,000 per occurrence and \$3,000,000 in the aggregate with respect to any death or injury sustained by any party, and/or injury or damage to the Licensed Track, arising out of any accident with respect to work performed by the Company and/or its Contractors at the Licensed Track; and a blanket excess liability policy in the amount not less than \$1,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage. The Company and/or its Contractors shall also maintain Worker's Compensation for all employees, including corporate officers, partners and proprietors according to statutory requirements, in the amount of \$3,000,000. The Company shall deliver certificates of the necessary insurance policies to the Agency. All insurance policies provided by the Company and/or its Contractors pursuant to this paragraph shall name the Agency as additional insureds on a primary, non-contributory basis. Proof of such insurance shall be delivered to the Agency upon execution of this Agreement and at the Agency's request thereafter. Failure to provide such proof of insurance coverage shall constitute a default entitling the Agency to terminate immediately this Agreement.

9. **RELATIONSHIP BETWEEN PARTIES**

This Agreement does not create a partnership or joint venture between the Company and the Agency.

10. **MISCELLANEOUS**

A. **Notices.** All notices, communications and deliveries hereunder other than the notice in paragraph 1(D), which may be given by telephone but not by leaving a message, shall be made in writing signed by or on behalf of the party making the same and shall be deemed, given, or made on (i) the date delivered if delivered in person; (ii) on the date after delivery to a reputable overnight courier, fees prepaid; (iii) upon transmission by facsimile if receipt is confirmed by telephone; or (iv) on the fifth business day after it is mailed if receipt is confirmed by the US Post Office, and if addressed or transmitted as follows:

To: Agency:

Steuben County Industrial Development Agency
7234 Route 54 North, P.O. Box 393
Bath, New York 14810
Attn: Executive Director

With Copies To:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Russell E. Gaenzle, Esq.

To Company:

Finger Lakes Rail Riders
2039 Havens Corners Road
Penn Yan, New York 14527
Attn: Kathy A. Ferron

B. Entire Agreement

This Agreement shall constitute the entire agreement of the parties and shall supersede any previous oral or written understandings. Furthermore, the Agreement may only be amended by a writing signed by both parties.

C. Gender and Number

The use of one gender in this Agreement shall include all others, and the use of the singular shall include the plural and vice-versa.

D. Notices and Communications

All notices and communications required under this Agreement shall be accomplished by actual delivery to the parties' addresses set forth above.

E. Descriptive Headings

The descriptive headings of the various provisions of this Agreement are included for convenience only, and they are not intended to affect the meaning or construction of any of the provisions of this Agreement.

F. Assignment

This Agreement may not be assigned by the Company without written the consent of the Agency.

G. Binding Effect

Subject to the terms, covenants and conditions of this Agreement, this Agreement shall be binding upon the parties' trustees, receivers, successors and assigns.

H. Choice of Law and Venues

This Agreement shall be interpreted, construed and enforced in accordance with and governed by the internal laws of the State of New York without reference to the principles of conflicts of laws. Each party hereby irrevocably consents to the exclusive jurisdiction of the state courts located in and for the County of Steuben and State of New York and of the federal courts located in and for the Western District of New York for all purposes in connection with any action, suit or proceeding which arises out of or relates to this Agreement. To the fullest extent it may effectively do so under applicable law, each party hereby irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in any such court and any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

I. Enforceability.

In the event that any portion of this Agreement is found to be unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

J. No Representations or Warranties.

The Company acknowledges and agrees that the Agency has not made any warranty or representation of any kind with respect to the Licensed Track except as specifically set forth herein.

K. No Third Party Beneficiaries.

This Agreement is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity; provided, however, that it is specifically acknowledged and agreed by the parties hereto that the Agency is a third-party beneficiary of this Agreement.

L. Interpretation.

This Agreement shall be interpreted and construed according to its fair meaning and neither for nor against any party hereto irrespective of which party caused the same to be drafted. Each of the parties acknowledges that it has been or has had the opportunity to be represented by an attorney in connection with the preparation and execution of this Agreement.

M. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument

and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Site Access Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth.

**STEUBEN COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: James C. Johnson

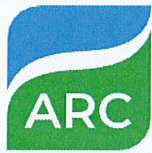
Title: Executive Director

**KAF HOLDINGS INC. d/b/a
FINGER LAKES RAIL RIDERS**

By: _____

Name: Kathy A. Ferron, D.C.

Title: President



Appalachian
Regional
Commission

PROJECT ANNOUNCEMENT

Subject: Route 54 Industrial Site Analysis
NY-21844-302-24

Grantee: Steuben County Industrial Development Agency
Town of Bath, NY

Local Contact: James Johnson **Congressional 23**
607-776-3316 **District(s):**

Funding: ARC \$75,000
Local \$75,000
Total \$150,000

WASHINGTON, D.C.-

The Appalachian Regional Commission announced today approval of a grant in the amount of \$75,000 to the Steuben County Industrial Development Agency (IDA) for the Route 54 Industrial Site Analysis. With ARC investment, the plan created will lay the groundwork for attracting new advanced manufacturing companies to Steuben County and the surrounding Appalachian region.

Steuben County was previously a manufacturing powerhouse, but the economy has declined because of decades of offshoring policies. However, recent federal and state policies have begun to change that narrative by incentivizing domestic manufacturing. Steuben County and the Southern Tier region have leveraged these initiatives and have been at the forefront of attracting advanced manufacturing companies in New York State.

The IDA will hire a consultant to perform pre-development site analyses, including traffic studies, utility studies, and others along Route 54. These studies will be used to make site improvements to ultimately move targeted parcels to shovel-ready status. The consultant will also provide the IDA with tax incentives

www.arc.gov

1666 CONNECTICUT AVENUE, NW, SUITE 700
WASHINGTON, DC 20009-1068

PH. 202 884 7700

which can be used in a business attraction strategy. The IDA plans to use these parcels to attract new advanced manufacturing companies to the region. In the long term, this investment will ultimately create new jobs and strengthen the local economy in Steuben County.

In addition to ARC funds, local sources will provide \$75,000, bringing the total project funding to \$150,000.

About the Appalachian Regional Commission

The Appalachian Regional Commission (ARC) is an economic development agency of the federal government and 13 state governments focusing on 423 counties across the Appalachian region. ARC's mission is to innovate, partner, and invest to build community capacity and strengthen economic growth in Appalachia and help the region achieve socioeconomic parity with the nation. More information is available at www.arc.gov.



Appalachian
Regional
Commission

To: Gayle C. Manchin, Federal Co–Chair

Subject: Route 54 Industrial Site Analysis
NY-21844-302-24

Grantee: Steuben County Industrial Development Agency
Town of Bath, NY

County(s): Transitional: Steuben

Goal: ARC Goal 3, Objective 5. NYS State Strategy 3.5: Support construction of business development sites and public facilities and the adaptive reuse of obsolete and/or unsafe properties to stimulate economic and community development.

Purpose: ARC funding will be deployed to conduct pre-development site analyses of vacant industrial sites along Route 54 in Steuben County, New York.

Funding:

ARC (AD)	\$75,000	50%
Local	\$75,000	50%
Total	\$150,000	100%

ARC funds will be supported with a cash match of \$75,000 from the Steuben County Industrial Development Authority.

Description:

ARC funding will support the Steuben County Industrial Development Authority (IDA) in completing necessary preliminary site analyses of parcels along the Route 54 corridor in Steuben County, New York. These analyses will increase the marketability of these sites for future manufacturing companies. After these studies have been completed, Steuben County hopes to attract renewable energy and clean technology companies to these sites. This effort aligns with the broader region's overall focus on transforming the Interstate 86 corridor into the Clean Tech Corridor.

The IDA will use ARC funds to hire a consultant to perform the required pre-development site analyses. The analyses will include studies on traffic patterns, environmental impact, utility needs, Brownfield impacts, and ambient noise. The consultant will provide the IDA with a final study, which will include tax incentives to be used in a business attraction strategy. Concurrently, the applicant will manage grant administration. As a result of this award, Steuben County will leverage the findings from the pre-development analyses to attract clean energy manufacturers to the region,. This will create new jobs and strengthen the local economy.

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Rationale/Benefits:

While a historic manufacturing powerhouse, Steuben County's current economy has recently suffered because of decades of offshoring policies. As manufacturing companies moved overseas, the regional economy suffered, forcing workers to relocate. However, recent federal and state policies have begun to change that narrative by incentivizing domestic manufacturing of key industries, specifically renewable energy.

Steuben County and the Southern Tier region have been at the forefront of attracting these companies, through initiatives like the Clean Tech Corridor. This aims to grow the clean tech industry along Interstate 86, which runs directly through Steuben County and eight other ARC counties. It connects directly to Route 54. As a result of this and similar initiatives, the Southern Tier region leads the state in renewable energy generation and saw over \$1 billion invested in the clean tech industry over the past 5 years.

The parcels to be analyzed in this project are adjacent to the Clean Tech Corridor. ARC funding will give the IDA the opportunity to strengthen their historic legacy of manufacturing, while also contributing to a major regional economic initiative. From this work, the county expects to increase economic outcomes for the community and the broader region.

Performance Measure (Outputs):

ARC funds will create 1 plan.

This project will have a substantial impact on distressed areas. The period of performance is from September 1, 2024 to August 31, 2025. The project is consistent with the ARC Act and Code and is recommended for funding.

Recommended:

<u>Brandon McBride</u>	<u>7/8/2024 9:25 AM</u>
Executive Director	Date Recommended

Approved:

<u>Gayle C. Manchin</u>	<u>7/9/2024 1:51 PM</u>
Federal Co-Chair	Date Approved