

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

**Board Meeting Notice
December 18, 2025**

Steuben County Industrial Development Agency will hold a Board Meeting at 12:00 pm on December 18, 2025. The meeting is open to the public and those wishing to view the meeting as it is being held may do so by visiting:

[Steuben County IDA December 2025 Board of Directors Meeting](#)

Sincerely,
Dean Strobel
Board Chair

Steuben County Industrial Development Agency
Regular Meeting of the Board of Directors
Agenda
December 18, 2025, 12:00 pm

1.	Call to Order – Quorum present	Strobel
2.	Secretary's Report – October 23, 2025, minutes	Davidson
3.	Treasurer's Report: a) October/November 2025 financials b) Audit Engagement	Russo Johnson
4.	New Business: a) Nomination of Officers b) Fee Policy	Johnson Johnson
5.	Old Business: a) Rail Riders Site Access Agreement b) Prattsburgh Wind Update	Johnson Johnson
6.	Project Updates/Other Updates	Johnson
7.	Adjournment	Strobel

Steuben County Industrial Development Agency
Board of Director's Meeting Minutes
October 23, 2025

I. Call To Order: The Regular Meeting of the Steuben County Industrial Development Agency (IDA) was called to order at 12:07 pm by Chair Strobel, who confirmed that there was a quorum present.

Present:	Dean Strobel	Chair
	Kelly Fitzpatrick	Vice Chair
	Tony Russo	Treasurer
	Michelle Caulfield	Member
	Mark Alger	Member
	Sarah Creathe	Member
	James Johnson	Executive Director
	Jill Staats	Deputy Director
	Matt Bull	Director of Community & Infrastructure Dev
	Kelly Hortman	Administrative Assistant
	Russ Gaenzle	IDA Counsel
Absent:	Mike Davidson	Secretary
Guest:	Kam Keeley	Three Rivers Development
	Lindsay Wolf	REDEC
	Tina DeNigro	LGSS (via Zoom)

II. Secretary's Report: A motion to approve September 25, 2025, meeting minutes 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:

a) September Financials: Russo provided an overview of the monthly financial reports. He noted the rollover of CDs on the balance sheet. Regarding the statement of activity, Johnson noted that administrative income is expected to come in as budgeted with the expected Baron Wind second payment as well as anticipated revenue from Canisteo Wind and several smaller administrative payments prior to the end of the year. He also noted that interest income has been a substantial revenue source this year. On the expense side, Russo reviewed those line items where there had been major deviation from prior months but reported that overall expenses are expected to come in under budget by year end. Alger made a motion to accept the financials as presented and Creathe seconded. All voted in favor and the motion passed.

b) 2026 Budget: Johnson presented the 2026 budget as provided in the board packet. Johnson provided a review of anticipated administrative income which could result in a \$1.3 million increase over 2026 if all projects advance. The board decided to take a

conservative approach and keep the 2026 income projection at \$1.3M instead of the higher amount presented.

Johnson provided a review of 2026 anticipated expenditures focusing on the items which are expected to see major changes over 2025 such health insurance and site development expenses related to the Route 54 Corridor Analysis. He also mentioned changes to LGSS's billing to separate out the agency accounting software subscription, prompting an increase in this line item. A motion to approve the 2026 budget was made by Russo and seconded by Creath. All voted in favor and the motion passed.

PARIS Reporting Budget –A motion to approve and submit the PARIS budget was made by Alger and seconded by Fitzpatrick. All voted in favor and the motion passed.

IV. Old Business:

- a) **MM Development Advisors Final Resolution:** Bull presented an update on the Curtiss School project. A public hearing was held on 10/22/2025 for the project at the Hammondsport Village Hall; no one from the public attended. MM Development will be fixing the roof before winter sets in, with all major construction starting in the spring. A motion was made to approve the Final Resolution as presented in the board packet was made by Alger and seconded by Creath. All voted in favor and the motion passed.
- b) **Prattsburgh Wind Final Resolution:** Johnson presented the Final Resolution for the Prattsburgh Wind project as presented in the board packet. This is a \$593 million project with 36 turbines and 147 megawatts. All the impacted entities have approved consent resolutions for the project. Prattsburgh would like to have the project completed by the end of next year. They have been working on pad and road construction and expect to perform tree clearing in Q1 of 2026 however financial challenges remain that place the project at risk. A motion to approve the Final Resolution was made by Russo and seconded by Alger. All voted in favor and the motion passed.
- c) **Canisteo Wind Project Update:** Johnson presented an update on the administrative fee payment for the Canisteo Wind project. Invenergy agreed to pay half of the \$150,000 administrative fee immediately and the other half by Dec 19th. This amount will be credited to the final fee should the project move forward in the future.
- d) **North American Battery Show Update:** Johnson attended the 2025 North American Battery Show this month and provided information from that event in Michigan. There were around 1300 vendors at the expo. Around 3,000 attendees visited the expo, which was down from the prior year partially due to uncertainty about federal policy in the industry sector. There is a list of 260 entities/individuals that stopped by the NYS Booth that were interested in more information. Johnson noted he will be following up with each of them in coordination with Chemung County staff who split the cost of the event with us.

- e) **Steuben County Loan Fund Reseed Request:** Lindsay Wolf, Executive Director of REDEC, presented a proposal to reseed the Steuben County Revitalization Load Fund with \$200,000 coming from the IDA and \$200,000 coming from Steuben County. This REDEC program assists business and real estate owners to revitalize downtown properties and provide employment opportunities within the community. At this time, there are six projects across five communities that have been funded, with an estimated 61 positions created or retained. A motion to provide funding contingent upon Steuben County's support of this program as outlined in the board packet was made by Alger and seconded by Caulfield. All voted in favor and the motion passed.
- f) **Clear View Solar Update:** Johnson and Staats provided an update regarding Clear View Solar. The developer, VC Renewables, abruptly canceled the closing on the day it was to occur, citing financial uncertainty. VC Renewables is requesting a 12-month extension to give them time to reach an agreement to restructure their financing plan. Johnson advised that staff had discussed with VC Renewables the need to pay legal fees and one-quarter of the IDA administrative fee due. After discussions with the company, Johnson noted the IDA will accept half of the requested amount with the remaining amount due at the time of closing or at the end of the 12-month extension. A motion was made by Caulfield and seconded by Alger to approve the 12-month extension in consideration of the project paying one-eighth of their administrative fee immediately to cover costs with the remaining balance due at closing or at the end of the 12-month extension. All voted in favor and the motion passed.
- g) **Mitchellsille Bridge Project:** Johnson provided an update regarding FEMA and the repair of the Mitchellsille Bridge for pedestrian use for the Finger Lakes Rail Riders project. A motion to spend \$4,000 to have the bridge re-engineered as a pedestrian bridge was made by Alger and seconded by Caulfield. All voted in favor and the motion passed.

V. **Nov/Dec Meeting Date: A decision was made to cancel the November meeting due to the Thanksgiving holiday.** An earlier date of either 12/11 or 12/18 was discussed for the December meeting. Hortman will follow up with members to confirm a date. A Nominating Committee meeting will be scheduled in November.

VI. **Executive Session – Open Meeting Law**

Article 7, Open Meeting Law, Section 105

Paragraph H – Real Estate

A motion was made to go into Executive Session by Alger at 1:10 pm and seconded by Creath. All voted in favor and the motion passed.

A motion was made to exit Executive Session at 1:39 pm by Alger and seconded by Russo. All voted in favor and the motion passed.

VII. **Adjournment:** Alger made a motion to adjourn the meeting at 1:39 pm, which was seconded by Creath. All voted in favor and the motion passed.

Respectfully submitted,
Dean Strobel
Chair

Statement of Activity - MTD and YTD by Department
Steubenville County Industrial Development Agency
For 10/31/2025

SCIDA	M-T-D Actual	Y-T-D Actual	Y-T-D Budget	Variance
Income				
Administrative Income				
10.2140.100.00 Administrative Income	0.00	48,427.82	1,300,000.00	(1,251,572.18)
10.2141.100.00 Administrative Income - Other Projects	40,000.00	50,000.00	0.00	50,000.00
Total Administrative Income	40,000.00	98,427.82	1,300,000.00	(1,201,572.18)
Business Development Income				
10.2271.100.00 Business Development Support Income	0.00	130,000.00	130,000.00	0.00
Total Business Development Income	0.00	130,000.00	130,000.00	0.00
Other Income				
10.2815.100.00 Grant Income Site Development	0.00	0.00	75,000.00	(75,000.00)
10.2870.100.00 Miscellaneous Income	0.00	4,019.00	2,000.00	2,019.00
10.2891.100.00 Interest Income	1,848.26	174,169.21	80,000.00	94,169.21
Total Other Income	1,848.26	178,188.21	157,000.00	21,188.21
Total Income	41,848.26	406,616.03	1,587,000.00	(1,180,383.97)
Expenses				
Office Expenses				
10.6125.400.00 Continuing Education Expense	150.00	316.79	5,000.00	4,683.21
10.6130.400.00 Dues & Subscriptions Expense	516.88	7,563.09	10,000.00	2,436.91
10.6140.400.00 Miscellaneous Office Expense	0.00	0.00	2,200.00	2,200.00
10.6150.400.00 Postage & Delivery Expense	0.00	785.08	2,000.00	1,214.92
10.6155.400.00 Cleaning Expense	230.00	2,300.00	2,850.00	550.00
10.6160.400.00 Copier Expense	190.71	2,118.86	2,750.00	631.14
10.6165.400.00 Office Supplies Expense	33.85	1,962.82	3,000.00	1,037.18
10.6170.400.00 Payroll Fees Expense	0.00	0.00	1,900.00	1,900.00
Total Office Expenses	1,121.44	15,046.64	29,700.00	14,653.36
Professional Services Expense				
10.6200.400.00 Legal Services Expense	5,000.00	5,000.00	5,500.00	500.00
10.6205.400.00 Maintenance Expense	350.00	20,268.11	50,000.00	29,731.89
10.6210.400.00 Accounting Expense	2,748.38	38,978.80	43,431.00	4,452.20
10.6220.400.00 Consulting Expense	5,000.00	9,278.75	10,000.00	721.25
Total Professional Services Expenses	13,098.38	73,525.66	108,931.00	35,405.34
Salaries & Wages Expense				
10.6560.400.00 Payroll Expenses	31,456.98	331,546.68	411,899.00	80,352.32
10.6561.400.00 Payroll Taxes Expense	2,407.29	25,913.74	31,510.00	5,596.26
10.6599.400.00 Retirement (ERS) Expense	0.00	0.00	42,877.00	42,877.00
Total Salaries & Wages Expenses	33,864.27	357,460.42	486,286.00	128,825.58
Administrative Expenses				
10.6625.400.00 Technology Upgrades Expense	118.00	7,213.44	7,000.00	(213.44)
10.6645.400.00 Marketing Expense	1,284.91	13,252.84	25,000.00	11,747.16
Total Administrative Expenses	1,402.91	20,466.28	32,000.00	11,533.72

Statement of Activity - MTD and YTD by Department
Steuben County Industrial Development Agency
For 10/31/2025

SCIDA	M-T-D Actual	Y-T-D Actual	Y-T-D Budget	Variance
Utility Expenses				
10,6650,400.00 Internet Access Expense	60.00	420.00	800.00	380.00
10,6655,400.00 Telephone Expense	498.40	4,824.08	3,830.00	(994.08)
10,6660,400.00 Utilities Expense	256.99	3,743.13	4,635.00	891.87
10,6665,400.00 Refuse Expense	35.00	348.92	375.00	26.08
Total Utility Expenses	850.39	9,336.13	9,640.00	303.87
Travel Expenses				
10,6700,400.00 Travel & Entertainment Expense	764.90	3,442.61	8,000.00	4,557.39
10,6705,400.00 Community Engagement	0.00	944.34	6,500.00	5,555.66
10,6710,400.00 Conferences Expense	0.00	4,280.51	8,500.00	4,219.49
Total Travel Expenses	764.90	8,667.46	23,000.00	14,332.54
Insurance Expense				
10,6810,400.00 Health Insurance Expense	5,314.59	62,125.12	70,465.00	8,339.88
10,6815,400.00 Dental Insurance Expense	0.00	2,137.41	5,312.00	3,174.59
10,6820,400.00 Vehicle Allowance Expense	547.26	12,825.55	12,077.00	(748.55)
10,6825,400.00 Liability Insurance Expense	0.00	15,547.61	15,330.00	(217.61)
10,6830,400.00 Disability Insurance Expense	0.00	1,702.21	2,310.00	607.79
10,6835,400.00 Life Insurance Expense	0.00	1,254.99	1,460.00	205.01
10,6840,400.00 Workers' Compensation Insurance Expense	233.04	3,105.92	3,203.00	97.08
Total Insurance Expense	6,094.89	98,698.81	110,157.00	11,458.19
Infrastructure Expense				
10,6905,400.00 Project Costs Expense	481.90	13,890.64	25,000.00	11,109.36
10,6906,400.00 Project Cost Expense - Wind Projects	40,000.00	50,000.00	0.00	(50,000.00)
10,6915,400.00 Site Development Expense	0.00	10,364.97	150,000.00	139,635.03
Total Infrastructure Expense	40,481.90	74,255.61	175,000.00	100,744.39
Other Expenses				
Total Expenses	97,679.08	657,457.01	974,714.00	317,256.99
Excess Revenue Over (Under) Expenses	(55,830.82)	(250,840.98)	612,286.00	(863,126.98)

Statement of Financial Position by Fund with Comparison to Prior Year End

Run: 11/10/2025 at 8:37 AM

Steuben County Industrial Development Agency

For 10/31/2025

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SCIDA

	This Year	Last Year	Change
Assets			
Current Assets			
10.0200.020.00 SCIDA Checking xx3375 - Five Star Bank	200,179.29	680,259.75	(480,080.46)
10.0205.020.00 SCIDA Escrow Acct xx9305	52,345.85	9,359.45	42,986.40
10.0209.020.00 SCIDA Project Account xx1901	12,316.16	12,316.16	0.00
10.0210.020.00 Petty Cash	100.00	100.00	0.00
10.0215.020.00 Chemung Canal Trust Company	1,005,577.10	987,902.05	17,675.05
10.0221.020.00 SCIDA Five Star CD	673,722.56	643,251.81	30,470.75
10.0222.020.00 SCIDA Chemung CD	526,938.57	511,582.88	15,355.69
10.0223.020.00 SCIDA Five Star CD	1,630,304.88	1,556,570.36	73,734.52
10.0224.020.00 SCIDA Five Star CD	1,235,901.37	1,200,000.00	35,901.37
10.0240.020.00 Prepaid Expenses	11,091.73	12,901.73	(1,810.00)
Total Current Assets	5,348,477.51	5,614,244.19	(265,766.68)
Non-Current Assets			
10.0199.030.00 Deferred Outflows of Resources	180,597.00	180,597.00	0.00
Total Non-Current Assets	180,597.00	180,597.00	0.00
Fixed Assets			
Land			
10.0100.010.00 Land - B&W Railroad	380,250.00	380,250.00	0.00
10.0102.010.00 B&H Railroad	102,653.00	102,653.00	0.00
10.0104.010.00 Engine House - Livonia	100,000.00	100,000.00	0.00
10.0106.010.00 Land - Railroad	39,979.00	39,979.00	0.00
10.0108.010.00 Land - Scudder Property	226,735.76	226,735.76	0.00
Total Land	849,617.76	849,617.76	0.00
Buildings			
10.0120.010.00 Building - Office	161,544.00	161,544.00	0.00
10.0122.010.00 B&W Railroad	380,250.00	380,250.00	0.00
10.0124.010.00 Building Improvements	56,476.02	56,476.02	0.00
10.0126.010.00 B&H Railroad	922,522.80	922,522.80	0.00
Total Buildings	1,520,792.82	1,520,792.82	0.00
Equipment			
10.0140.010.00 B&H Railroad Equipment	14,250.00	14,250.00	0.00
10.0145.010.00 Office Equipment	36,632.16	36,632.16	0.00
Total Equipment	50,882.16	50,882.16	0.00
Goodwill			
10.0175.010.00 Website Design	30,000.00	30,000.00	0.00
Total Goodwill	30,000.00	30,000.00	0.00
Depreciation			
10.0180.010.00 Accumulated Depreciation	(1,057,354.64)	(1,057,354.64)	0.00
10.0185.010.00 Accumulated Amortization	(30,000.00)	(30,000.00)	0.00
Total Depreciation	(1,087,354.64)	(1,087,354.64)	0.00
Total Assets	6,893,012.61	7,158,779.29	(265,766.68)
Liabilities and Fund Balance			
Liabilities			
Current Liabilities			
10.0600.060.00 Accounts Payable	100.00	100.00	0.00
10.0601.060.00 Payroll Liabilities - Accrued Payroll	0.00	14,088.11	(14,088.11)
10.0610.060.00 Payroll Liabilities - PR Taxes	2.10	1,059.69	(1,057.59)
10.0611.060.00 Payroll Liabilities - Retirement	23.35	3.35	20.00
10.0613.060.00 Payroll Liabilities - United Way	499.60	299.60	200.00
10.0630.060.00 Escrow Funds Payable	8,457.98	8,457.98	0.00
10.0687.000.00 Compensated Absences - Accrued	7,286.23	7,286.23	0.00
Total Current Liabilities	16,369.26	31,294.96	(14,925.70)
Non-Current Liabilities			
10.0680.070.00 Net Pension Liability	177,682.00	177,682.00	0.00
10.0685.070.00 Deferred Inflows of Resources	107,946.00	107,946.00	0.00
Total Non-Current Liabilities	285,628.00	285,628.00	0.00
Total Liabilities	301,997.26	316,922.96	(14,925.70)

Statement of Financial Position by Fund with Comparison to Prior Year End

Run: 11/10/2025 at 8:37 AM

Steuben County Industrial Development Agency**For 10/31/2025**

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SCIDA

	This Year	Last Year	Change
Fund Equity			
NonSpendable Fund Balance			
Fund Balance			
10.0910.090.00 Temp Restricted - Infrastructure	12,316.27	12,316.27	0.00
10.0915.090.00 Fund Balance	<u>6,829,540.06</u>	<u>5,958,947.29</u>	<u>870,592.77</u>
Total Fund Balance	6,841,856.33	5,971,263.56	870,592.77
Current Year Change in Fund Balance	<u>(250,840.98)</u>	<u>870,592.77</u>	<u>(1,121,433.75)</u>
Total Fund Equity	6,591,015.35	6,841,856.33	(250,840.98)
Total Liabilities and Fund Balance	<u>6,893,012.61</u>	<u>7,158,779.29</u>	<u>(265,766.68)</u>

Statement of Financial Position by Fund with Comparison to Prior Year End

Run: 12/12/2025 at 1:14 PM

Steuben County Industrial Development Agency

For 11/30/2025

Page: 1

SCIDA

	This Year	Last Year	Change
Assets			
Current Assets			
10.0200.020.00 SCIDA Checking xx3375 - Five Star Bank	709,411.92	680,259.75	29,152.17
10.0205.020.00 SCIDA Escrow Acct xx9305	52,347.05	9,359.45	42,987.60
10.0209.020.00 SCIDA Project Account xx1901	12,316.16	12,316.16	0.00
10.0210.020.00 Petty Cash	100.00	100.00	0.00
10.0215.020.00 Chemung Canal Trust Company	1,007,355.49	987,902.05	19,453.44
10.0221.020.00 SCIDA Five Star CD	673,722.56	643,251.81	30,470.75
10.0222.020.00 SCIDA Chemung CD	531,797.26	511,582.88	20,214.38
10.0223.020.00 SCIDA Five Star CD	1,630,304.88	1,556,570.36	73,734.52
10.0224.020.00 SCIDA Five Star CD	1,235,901.37	1,200,000.00	35,901.37
10.0240.020.00 Prepaid Expenses	11,091.73	12,901.73	(1,810.00)
Total Current Assets	5,864,348.42	5,614,244.19	250,104.23
Non-Current Assets			
10.0199.030.00 Deferred Outflows of Resources	180,597.00	180,597.00	0.00
Total Non-Current Assets	180,597.00	180,597.00	0.00
Fixed Assets			
Land			
10.0100.010.00 Land - B&W Railroad	380,250.00	380,250.00	0.00
10.0102.010.00 B&H Railroad	102,653.00	102,653.00	0.00
10.0104.010.00 Engine House - Livonia	100,000.00	100,000.00	0.00
10.0106.010.00 Land - Railroad	39,979.00	39,979.00	0.00
10.0108.010.00 Land - Scudder Property	226,735.76	226,735.76	0.00
Total Land	849,617.76	849,617.76	0.00
Buildings			
10.0120.010.00 Building - Office	161,544.00	161,544.00	0.00
10.0122.010.00 B&W Railroad	380,250.00	380,250.00	0.00
10.0124.010.00 Building Improvements	56,476.02	56,476.02	0.00
10.0126.010.00 B&H Railroad	922,522.80	922,522.80	0.00
Total Buildings	1,520,792.82	1,520,792.82	0.00
Equipment			
10.0140.010.00 B&H Railroad Equipment	14,250.00	14,250.00	0.00
10.0145.010.00 Office Equipment	36,632.16	36,632.16	0.00
Total Equipment	50,882.16	50,882.16	0.00
Goodwill			
10.0175.010.00 Website Design	30,000.00	30,000.00	0.00
Total Goodwill	30,000.00	30,000.00	0.00
Depreciation			
10.0180.010.00 Accumulated Depreciation	(1,057,354.64)	(1,057,354.64)	0.00
10.0185.010.00 Accumulated Amortization	(30,000.00)	(30,000.00)	0.00
Total Depreciation	(1,087,354.64)	(1,087,354.64)	0.00
Total Assets	7,408,883.52	7,158,779.29	250,104.23
Liabilities and Fund Balance			
Liabilities			
Current Liabilities			
10.0600.060.00 Accounts Payable	100.00	100.00	0.00
10.0601.060.00 Payroll Liabilities - Accrued Payroll	0.00	14,088.11	(14,088.11)
10.0610.060.00 Payroll Liabilities - PR Taxes	2.10	1,059.69	(1,057.59)
10.0611.060.00 Payroll Liabilities - Retirement	1,336.31	3.35	1,332.96
10.0613.060.00 Payroll Liabilities - United Way	59.60	299.60	(240.00)
10.0630.060.00 Escrow Funds Payable	8,457.98	8,457.98	0.00
10.0687.000.00 Compensated Absences - Accrued	7,286.23	7,286.23	0.00
Total Current Liabilities	17,242.22	31,294.96	(14,052.74)
Non-Current Liabilities			
10.0680.070.00 Net Pension Liability	177,682.00	177,682.00	0.00
10.0685.070.00 Deferred Inflows of Resources	107,946.00	107,946.00	0.00
Total Non-Current Liabilities	285,628.00	285,628.00	0.00
Total Liabilities	302,870.22	316,922.96	(14,052.74)

Statement of Financial Position by Fund with Comparison to Prior Year End

Run: 12/12/2025 at 1:14 PM

Steuben County Industrial Development Agency**For 11/30/2025**

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SCIDA

	This Year	Last Year	Change
Fund Equity			
NonSpendable Fund Balance			
Fund Balance			
10.0910.090.00 Temp Restricted - Infrastructure	0.00	12,316.27	(12,316.27)
10.0915.090.00 Fund Balance	<u>6,829,540.06</u>	<u>5,958,947.29</u>	<u>870,592.77</u>
Total Fund Balance	6,829,540.06	5,971,263.56	858,276.50
Current Year Change in Fund Balance	<u>276,473.24</u>	<u>870,592.77</u>	<u>(594,119.53)</u>
Total Fund Equity	<u>7,106,013.30</u>	<u>6,841,856.33</u>	<u>264,156.97</u>
Total Liabilities and Fund Balance	<u>7,408,883.52</u>	<u>7,158,779.29</u>	<u>250,104.23</u>

Statement of Activity - MTD and YTD by Department
Steubenville County Industrial Development Agency
For 11/30/2025

SCIDA		M-T-D Actual	Y-T-D Actual	Y-T-D Budget	Variance
Income					
<i>Administrative Income</i>					
10.2140.100.00 Administrative Income		582,000.00	630,427.82	1,300,000.00	(669,572.18)
10.2141.100.00 Administrative Income - Other Projects		0.00	50,000.00	0.00	50,000.00
Total Administrative Income		582,000.00	680,427.82	1,300,000.00	(619,572.18)
<i>Business Development Income</i>					
10.2271.100.00 Business Development Support Income		0.00	130,000.00	130,000.00	0.00
Total Business Development Income		0.00	130,000.00	130,000.00	0.00
<i>Other Income</i>					
10.2815.100.00 Grant Income Site Development		0.00	0.00	75,000.00	(75,000.00)
10.2870.100.00 Miscellaneous Income		0.00	4,019.00	2,000.00	2,019.00
10.2891.100.00 Interest Income		6,660.56	180,829.77	80,000.00	100,829.77
Total Other Income		6,660.56	184,848.77	157,000.00	27,848.77
Total Income		<u>588,660.56</u>	<u>995,276.59</u>	<u>1,587,000.00</u>	<u>(591,723.41)</u>
Expenses					
<i>Office Expenses</i>					
10.6125.400.00 Continuing Education Expense		0.00	316.79	5,000.00	4,683.21
10.6130.400.00 Dues & Subscriptions Expense		1,962.96	9,526.05	10,000.00	473.95
10.6140.400.00 Miscellaneous Office Expense		0.00	0.00	2,200.00	2,200.00
10.6150.400.00 Postage & Delivery Expense		0.00	785.08	2,000.00	1,214.92
10.6155.400.00 Cleaning Expense		230.00	2,530.00	2,850.00	320.00
10.6160.400.00 Copier Expense		183.14	2,302.00	2,750.00	448.00
10.6165.400.00 Office Supplies Expense		21.95	1,984.77	3,000.00	1,015.23
10.6170.400.00 Payroll Fees Expense		0.00	0.00	1,900.00	1,900.00
Total Office Expenses		2,398.05	17,444.69	29,700.00	12,255.31
<i>Professional Services Expense</i>					
10.6200.400.00 Legal Services Expense		0.00	5,000.00	5,500.00	500.00
10.6205.400.00 Maintenance Expense		0.00	20,268.11	50,000.00	29,731.89
10.6210.400.00 Accounting Expense		2,748.38	41,727.18	43,431.00	1,031.82
10.6220.400.00 Consulting Expense		0.00	9,278.75	10,000.00	721.25
Total Professional Services Expenses		2,748.38	76,274.04	108,931.00	32,656.96
<i>Salaries & Wages Expense</i>					
10.6560.400.00 Payroll Expenses		31,633.23	363,179.91	411,899.00	48,719.09
10.6561.400.00 Payroll Taxes Expense		1,808.49	27,722.23	31,510.00	3,787.77
10.6599.400.00 Retirement (ERS) Expense		0.00	0.00	42,877.00	42,877.00
Total Salaries & Wages Expenses		33,441.72	390,902.14	486,286.00	95,383.86
<i>Administrative Expenses</i>					
10.6625.400.00 Technology Upgrades Expense		118.00	7,331.44	7,000.00	(331.44)
10.6645.400.00 Marketing Expense		2,643.66	15,896.50	25,000.00	9,103.50
Total Administrative Expenses		2,761.66	23,227.94	32,000.00	8,772.06

Statement of Activity - MTD and YTD by Department
Steuben County Industrial Development Agency
For 11/30/2025

SCIDA	M-T-D Actual	Y-T-D Actual	Y-T-D Budget	Variance
Utility Expenses				
10,6650,400.00 Internet Access Expense	60.00	480.00	800.00	320.00
10,6655,400.00 Telephone Expense	341.90	5,165.98	3,830.00	(1,335.98)
10,6660,400.00 Utilities Expense	235.75	3,978.88	4,635.00	656.12
10,6665,400.00 Refuse Expense	35.00	383.92	375.00	(8.92)
Total Utility Expenses	672.65	10,008.78	9,640.00	(368.78)
Travel Expenses				
10,6700,400.00 Travel & Entertainment Expense	2,917.95	6,360.56	8,000.00	1,639.44
10,6705,400.00 Community Engagement	0.00	944.34	6,500.00	5,555.66
10,6710,400.00 Conferences Expense	1,076.36	5,356.87	8,500.00	3,143.13
Total Travel Expenses	3,994.31	12,661.77	23,000.00	10,338.23
Insurance Expense				
10,6810,400.00 Health Insurance Expense	5,314.59	67,439.71	70,465.00	3,025.29
10,6815,400.00 Dental Insurance Expense	0.00	2,137.41	5,312.00	3,174.59
10,6820,400.00 Vehicle Allowance Expense	1,094.52	13,920.07	12,077.00	(1,843.07)
10,6825,400.00 Liability Insurance Expense	0.00	15,547.61	15,330.00	(217.61)
10,6830,400.00 Disability Insurance Expense	0.00	1,702.21	2,310.00	607.79
10,6835,400.00 Life Insurance Expense	0.00	1,254.99	1,460.00	205.01
10,6840,400.00 Workers' Compensation Insurance Expense	233.04	3,338.96	3,203.00	(135.96)
Total Insurance Expense	6,642.15	105,340.96	110,157.00	4,816.04
Infrastructure Expense				
10,6905,400.00 Project Costs Expense	87.42	13,978.06	25,000.00	11,021.94
10,6906,400.00 Project Cost Expense - Wind Projects	0.00	50,000.00	0.00	(50,000.00)
10,6915,400.00 Site Development Expense	8,600.00	18,964.97	150,000.00	(131,035.03)
Total Infrastructure Expense	8,687.42	82,943.03	175,000.00	92,056.97
Other Expenses				
Total Expenses	61,346.34	718,803.35	974,714.00	255,910.65
Excess Revenue Over (Under) Expenses	527,314.22	276,473.24	612,286.00	(335,812.76)

Steuben County Industrial Development Agency /Steuben Area EDC 2026 Nominating Committee Report

Board Terms

2025

Michelle Caulfield
Anthony Russo

2026

Mike Davidson
Sarah Creath

2027

Mark Alger
Dean Strobel

Appointed to three-year (3) terms by Steuben County Legislature on a rotating basis.

Annual Appointment of Steuben County Legislative Chair

Kelly Fitzpatrick

2026 Slate

Kelly Fitzpatrick (1 year)
Michelle Caulfield (3 years)
Anthony Russo (3 years)

2026 Officer Slate

Dean Strobel, Chair
Kelly Fitzpatrick, Vice Chair
Anthony Russo, Treasurer
Mike Davidson, Secretary

Steuben County Industrial Development Agency
Fee Schedule

Fee Policy

The Steuben County Industrial Development Agency will charge an administrative fee equal to 1% of the total project costs as outlined in the application for assistance, unless said project is determined to be regionally significant.

Regionally significant projects will be charged an administrative fee of 0.5%. A “regionally significant project” means a manufacturer or a scientific research and development firm creating and or retaining at least 200 jobs and an investment of \$50 million or greater; or any such project deemed to have a significant positive economic impact on the community.

For renewable energy projects under 50 MW (or any other project determined by the Agency in its sole discretion), a payment totaling one-eighth of one percent of the total project costs shall be paid to the Agency upon submission of the project application to pay for costs incurred by the Agency. The payment will be used for direct expenses incurred by the Agency prior to closing, excluding legal costs. All legal fees and expenses incurred by the Agency shall be the responsibility of the applicant. Any amounts remaining at time of closing shall be credited against the full 1% administrative fee due at closing or upon delivery of the sales tax exemption. For renewable energy projects over 50 MW in size, the amount due shall be determined by Agency staff prior to presenting the application to the board.

Temporary Sales Tax Exemption

On occasion the Agency may grant a temporary sales tax exemption certificate in advance of a formal closing. Should such a request be made, the agency will charge 50% of the calculated administrative fee as outlined above.

Refinance

In the event a company with an active IDA project seeks to refinance a project and formally requests mortgage tax relief from the Agency, a fee of 0.24% of the refinanced amount will be levied.

Sales Tax Only (Projects Under \$1.5 Million)

For projects under \$1.5 million where the project sponsor is only seeking the sales tax benefit, the Agency will charge a single negotiated flat fee between \$5,000 and \$10,000 which will include legal costs to be paid by the Agency. The amount of the fee will be based off legal and Agency costs to facilitate final approvals.

Change in Scope

In the event there is a change in project scope that requires additional Agency action, the Agency reserves the right to charge an additional Agency fee per the fee schedule outlined above.

The Executive Director of the Agency has the authority to negotiate the fee structure of a project as an inducement to attract investment and/or create jobs in Steuben County. The Executive Director must present the negotiated fee to the Board of Directors of the Agency for final approval and demonstrate that the economic impact of the project is substantial and without the inducement the project would not otherwise locate in Steuben County.

SITE ACCESS AGREEMENT

This **SITE ACCESS AGREEMENT** ("Agreement") is made as of _____, amending the Agreement dated **April 24, 2025**, 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, 2026** 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. COMPANY STORAGE

A. Permitted Use. In addition to the Clearing activities described herein, the Agency grants the Company the non-exclusive, revocable right to utilize designated portions of the Licensed Track or adjacent right of way Agency-approved areas (collectively, the “Storage Area”) for the limited purposes of: 1. staging, storing, and maintaining equipment related to the Company operations; 2. conducting routine operational activities necessary for the safe provision of rail bike services; and 3. storing tools, materials, and supplies required for Company operations.

B. Location of Storage Area. The Company shall submit to the Agency a written request and site plan identifying the proposed Storage Area. No operations or storage may occur until the Agency provides written approval, which may include conditions or limitations.

C. Condition and Maintenance. The Company shall: 1. keep the Storage Area clean, orderly, and free of hazards; 2. store all equipment in a manner that protects the Track and surrounding property; and 3. comply with all applicable federal, state, and local laws, regulations, and safety standards.

D. Restrictions. The Company shall not: 1. construct any permanent structures within the Storage Area without prior written approval from the Agency; 2. store hazardous materials

except in compliance with all applicable regulations and only with written Agency consent; or 3. impede access required by the Agency or its designees.

E. Restoration/Removal of Equipment and Other Items in the Storage Area.

Upon expiration or termination of this Agreement, the Company shall restore the Storage Area to its original condition, reasonable wear and tear excepted, unless otherwise directed in writing by the Agency. In addition, the Company shall promptly remove all equipment and any other items in the Storage Area no less than thirty (30) days following a determination that the proposed project will not proceed at its sole cost and expense. In the event that any equipment and items in the Storage Area are not removed upon the occurrence of such determination, such equipment and materials shall be deemed to be property of the Agency.

F. No Property Interest. The permissions granted in this Section 11 do not create a leasehold, easement, or any property interest in the Storage Area or Licensed Track and are revocable at any time at the sole discretion of the Agency.

7. 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.

8. TERMINATION OF LICENSE AND AGREEMENT

Except with respect to paragraphs 5 and 7 above which shall survive termination, this Agreement and its license shall terminate on May 31, 2026, 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.

9. 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.

10.. RELATIONSHIP BETWEEN PARTIES

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

11. 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 Murtha 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

Steuben County Industrial Development Agency

Tentative Meeting Schedule

2026

January 22

February 26

March 26

April 23

May 28

June 25

July 23

August 27

September 24

October 22

November – TBD

December - TBD