



# TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION

607.687.8260 | [www.tiogacountyny.com](http://www.tiogacountyny.com) | 56 Main St. Owego NY 13827

**Tioga County Property Development Corporation  
Regular Board of Directors  
Wednesday, December 17, 2025 at 4:00 PM  
Ronald E. Dougherty County Office Building  
56 Main Street, Owego, NY 13827  
Economic Development Conference Room #109**

## **Agenda**

1. Call to Order
2. Attendance
  - a. Roll Call: R. Kelsey, M. Baratta, H. Murray, M. Sauerbrey, J. Case, L. Pelotte, J. Whitmore, R. Bunce
  - b. Invited Guests: S. Zubalsky-Peer, Tara Patton
3. Old Business
  - a. Approval of Minutes from Regular Board Meeting October 29, 2025
  - b. Acknowledgement of Financial Reports through October 31, 2025.
    - i. Grant Spreadsheet Update
  - c. Project Updates
    - i. 81 North
    - ii. 121 Providence
    - iii. 247 Main
    - iv. 62-64 North
    - v. Women's Home Repair Course
4. New Business
  - a. Bylaw Revisions
  - b. VRP Application
  - c. Approval of Annual Report- contingent upon revisions
  - d. 81 North – Property Management
  - e. Snow Removal Contract- Scott Kasmarick
  - f. Deluge Media Contract Renewal
  - g. Executive session – Negotiations
5. Chairman's Remarks
6. Adjournment

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**TEAM TIOGA**



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## Tioga County Property Development Corporation

### Regular Board of Directors Meeting Minutes

Wednesday, October 29, 2025, at 4:00 PM

Ronald E. Dougherty County Office Building

56 Main Street, Owego, NY 13827

Economic Development Conference Room #109

# DRAFT

- 1) Call to Order at 4:00 pm
- 2) Attendance
  - a) Present: R. Kelsey, M. Baratta, H. Murray, M. Sauerbrey, R. Bunce, J. Whitmore
  - b) Absent: J. Case, L. Pelotte,
  - c) Invited Guests: S. Zubalsky-Peer
  - d) Matthew Freeze
- 3) Old Business
  - a. Approval of Minutes from Regular Board Meeting September 24, 2025
    - 1<sup>st</sup>: M. Baratta**
    - 2<sup>nd</sup>: J. Whitmore**
    - Abstained: R. Bunce, H. Murray**
  - b. Acknowledgement of Financial Reports through September 30, 2025.
    - 1<sup>st</sup>: R. Bunce**
    - 2<sup>nd</sup>: H. Murray**
    - In Favor: All**
    - Opposed: 0**
  - i. Grant Spreadsheet Update
  - c. Project Updates
    - i. 81 North
      1. Open House  
S. Zubalsky-Peer showed the Board the certificate from Congressman Langworthy, Morning Times article, and discussed the news segment. Very nice turn out, steady

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stream of people that came to see it. All positive feedback. R. Bunce asked the plan with the building after completion, S. Zubalsky-Peer stated that we will be renting it out, it is the Land Bank's first attempt at trying to create sustainable revenue so that if the Operational Funds that are not guaranteed go away, we will still continue to operate.

ii. 121 Providence

S. Zubalsky-Peer stated official award voted via email, to Clearview Door & Window, he was sole bid, bid was well within what we estimated.

Motion to award contract to Clearview Door & Window

**1<sup>st</sup>: J. Whitmore**

**2<sup>nd</sup>: M. Baratta**

**In Favor: All**

**Opposed: 0**

iii. 247 Main

S. Zubalsky-Peer stated the design work is under way L2 went out last week to complete the 3D modeling, Tara is reaching out to firms to get pricing on environmental abatement and demolition for the back of it – to get our cost estimates in place. Schematics will take a couple weeks to complete, will send out once we receive it. S. Zubalsky-Peer and Board agreed that 247 Main would make the most sense to remain a single-family home.

iv. 62-64 North

S. Zubalsky-Peer stated that the owner has decided to move forward with the project, we have the environmental testing scheduled with Delta for next week.

4) New Business

a) RFP Results

i) Audit

S. Zubalsky-Peer stated we had to results for the audit firm, Bonadio and Insero, S. Zubalsky-Peer, B. Woodburn, J. Ward, and R. Maffei looked over both proposals and scored them. Bonadio was the winner, both were very qualified. Bonadio had a bit more experience working with Land Banks, and IDAs.

Motion to award Audit contract to Bonadio

**1<sup>st</sup>: H. Murray**

**2<sup>nd</sup>: M. Baratta**

**In Favor: All**

**Opposed: 0**

ii) Property Management

iii) Snow & Lawn Services

S. Zubalsky-Peer stated despite massive outreach on Tara's part the only responses we received were for the lawn-mowing. We received one from Mow-tivate Lawn Care who we have not worked with before, and one from Scott's Lawn & Landscape who has our current contract. R. Kelsey asked where Mow-tivate is located. S. Zubalsky-Peer responded that she was not sure where the company is from. Mow-tivate did not give amounts based on properties – included their rates, rates are slightly lower than Scott's. We were asking for specific prices based on our property list, therefore Mow-tivate did not adhere to the requirements, whereas Scott did.

Motion to approve lawn mowing contract to Scott's Lawn & Landscape

**1<sup>st</sup>: J. Whitmore**

**2<sup>nd</sup>: R. Bunce**

**In Favor: All**

**Opposed: 0**

S. Zubalsky-Peer stated because we did not receive any proposals for Property Management or Snow removals, Tara has reached out to a few contractors found online who do snow removal and are willing to provide us with quotes. J. Whitmore said he had someone reach out to him asking when the RFP would be available. He could not remember the name of the company but thinks it was Martin's Tree Service. S. Zubalsky-Peer stated she also reached out to TOI because they just purchased their own plow, to see if they are willing to give us a price to do our properties.

S. Zubalsky-Peer stated for the Property Management RFP – we may need to sit down and look at the RFP and reword a few things – not sure why we didn't receive any responses and it's possible we were too strict, or it wasn't feasible because we only have the one property. R. Kelsey asks what's the rule on that (licensing)? S. Zubalsky-Peer will need to get with J. Maegher on that and follow his advisement.

b) Approval of Budget

S. Zubalsky-Peer provided the Board with an updated one-year budget; finance committee was shown our 2024 actuals, our 2025 year to date, and projected out to 2029. S. Zubalsky-Peer went over the budget with the Board.

Motion to approve budget and submit report to PARIS

**1<sup>st</sup>: M. Saurbrey**

**2<sup>nd</sup>: J. Whitmore**

**In Favor: All**

**Opposed: 0**

c) Fences for 115-117 Chestnut, 98 Spencer Ave

S. Zubalsky-Peer stated she talked with Owego Police Department about the neighbors encroaching onto 115-117 Chestnut with their belongings. S. Zubalsky-

Peer spoke with Officer Starzak who spoke to the neighbors and informed them they would be cited for trespassing if they did not remove their belongings. Officer Starzak confirmed on Monday that they have removed their items from the Chestnut property.

Tara received quotes for fencing to be installed on the properties that cannot be rebuilt on, (115-117 Chestnut, 98 Spencer) – S. Zubalsky-Peer asked the Board if we wanted to follow through with installing. R. Kelsey asked, would we prefer to sell them to neighboring properties? S. Zubalsky-Peer stated in the next year she would like to look at and develop a plan on what to do with the vacant properties that cannot be built on due to set back requirements. S. Zubalsky-Peer stated we need to look at our demo process, decide if we would like to include this as part of our process – if we are to buy properties, demo them, and are going to be vacant for any amount of time, do we automatically want to put up a fence? In which case, we would also need to get surveys on them. Board would like to see about being able to sell vacant lots before moving forward with the fencing.

Motion to enter executive session to discuss property negotiations at 4:33PM.

**1<sup>st</sup>: H. Murray**  
**2<sup>nd</sup>: M. Saurbrey**

Motion to exit executive session

**1<sup>st</sup>: M. Baratta**  
**2<sup>nd</sup>: R. Bunce**

5) Chairman's Remarks

S. Zubalsky-Peer stated she may be working on updating the bylaws to allow more at large people.

6) Adjournment at 5:23PM

Motion to close

**1<sup>st</sup>: M. Saurbrey**

# Tioga County Property Development Corporation

## Balance Sheet Comparison

As of October 31, 2025

	TOTAL			
	AS OF OCT 31, 2025	AS OF OCT 31, 2024 (PY)	CHANGE	% CHANGE
<b>ASSETS</b>				
Current Assets				
Bank Accounts				
10000 Tioga State Bank	19,988.63	220,462.01	-200,473.38	-90.93 %
10001 Tioga Bank ICS	95,284.39	256,755.74	-161,471.35	-62.89 %
10002 Tioga Bank - 81 North Ave	-1,205.00		-1,205.00	
<b>Total Bank Accounts</b>	<b>\$114,068.02</b>	<b>\$477,217.75</b>	<b>\$ -363,149.73</b>	<b>-76.10 %</b>
Other Current Assets				
1205 LBI Operations				
1205.1 Left to Receive	200,000.00		200,000.00	
1205.2 Left to Spend	-180,023.47		-180,023.47	
<b>Total 1205 LBI Operations</b>	<b>19,976.53</b>		<b>19,976.53</b>	
12102 LBI Phase 1				
12102.1 Left to Receive	63,349.14	200,000.00	-136,650.86	-68.33 %
12102.2 Left to Spend	-61,384.56	-173,360.46	111,975.90	64.59 %
<b>Total 12102 LBI Phase 1</b>	<b>1,964.58</b>	<b>26,639.54</b>	<b>-24,674.96</b>	<b>-92.63 %</b>
12103 LBI Phase 2				
12103.1 Left to Receive	6,002.20	432,320.23	-426,318.03	-98.61 %
12103.2 Left to Spend	0.00	-459,487.03	459,487.03	100.00 %
<b>Total 12103 LBI Phase 2</b>	<b>6,002.20</b>	<b>-27,166.80</b>	<b>33,169.00</b>	<b>122.09 %</b>
12104 LBI Phase II - Capital				
12104.1 Left to Receive	1,238,727.03		1,238,727.03	
12104.2 Left to Spend	-972,155.03		-972,155.03	
<b>Total 12104 LBI Phase II - Capital</b>	<b>266,572.00</b>		<b>266,572.00</b>	
14000 Property Inventory				
14045 117 Liberty St	2,666.67	2,666.67	0.00	0.00 %
14050 39-41 Temple St.	3,000.00	3,000.00	0.00	0.00 %
14055 115-117 Chestnut Owego	5,000.00	5,000.00	0.00	0.00 %
14060 112 Liberty St.	50.00	50.00	0.00	0.00 %
14061 110 Liberty Street, Owego	6,339.93	6,339.93	0.00	0.00 %
14062 107 Liberty Street, Owego	4,162.13	4,162.13	0.00	0.00 %
14063 96-102 Liberty Street, Owego	13,962.26	13,962.26	0.00	0.00 %
14075 119 Liberty Street	3,111.11	3,111.11	0.00	0.00 %
14081 92-94 Liberty Str.	6,050.31	6,050.31	0.00	0.00 %
14082 37 Temple Str.	4,654.09	4,654.09	0.00	0.00 %
14083 43-45 Temple St.	6,981.13	6,981.13	0.00	0.00 %
14084 47 Temple Str.	3,257.86	3,257.86	0.00	0.00 %
14085 49 Temple Str.	6,515.74	6,515.74	0.00	0.00 %
14086 113 Liberty Street, Owego	1.00	1.00	0.00	0.00 %
14087 247 Main St	1.00	1.00	0.00	0.00 %
14089 {s} 98 Fox St.	0.00	1.00	-1.00	-100.00 %
14092 103 Liberty St	20,000.00	20,000.00	0.00	0.00 %
14093 94 Spencer Ave	1.00	1.00	0.00	0.00 %

No Assurance Provided, All Disclosures Omitted, GAAP Basis.

	TOTAL			
	AS OF OCT 31, 2025	AS OF OCT 31, 2024 (PY)	CHANGE	% CHANGE
14094 54 Temple St	1.00	1.00	0.00	0.00 %
14095 98 Spencer Ave	1.00	1.00	0.00	0.00 %
14097 121 Providence St	52,223.50	22,926.00	29,297.50	127.79 %
14098 81 North Ave	833,304.00	81,344.13	751,959.87	924.42 %
<b>Total 14000 Property Inventory</b>	<b>971,283.73</b>	<b>190,027.36</b>	<b>781,256.37</b>	<b>411.13 %</b>
17000 Prepaid Insurance	1,962.30	1,252.89	709.41	56.62 %
18001 Security Deposit	1,200.00		1,200.00	
<b>Total Other Current Assets</b>	<b>\$1,268,961.34</b>	<b>\$190,752.99</b>	<b>\$1,078,208.35</b>	<b>565.24 %</b>
<b>Total Current Assets</b>	<b>\$1,383,029.36</b>	<b>\$667,970.74</b>	<b>\$715,058.62</b>	<b>107.05 %</b>
<b>TOTAL ASSETS</b>	<b>\$1,383,029.36</b>	<b>\$667,970.74</b>	<b>\$715,058.62</b>	<b>107.05 %</b>
<b>LIABILITIES AND EQUITY</b>				
Liabilities				
Current Liabilities				
Other Current Liabilities				
22000 Accrued Expenses	800.00	7,925.00	-7,125.00	-89.91 %
23000 Deferred Grant Revenue	390,150.58	390,150.58	0.00	0.00 %
23002 Hooker Foundation	1,836.68	2,819.16	-982.48	-34.85 %
<b>Total 23000 Deferred Grant Revenue</b>	<b>391,987.26</b>	<b>392,969.74</b>	<b>-982.48</b>	<b>-0.25 %</b>
24000 Down Payment on Property Sale	0.00	500.00	-500.00	-100.00 %
<b>Total Other Current Liabilities</b>	<b>\$392,787.26</b>	<b>\$401,394.74</b>	<b>\$ -8,607.48</b>	<b>-2.14 %</b>
<b>Total Current Liabilities</b>	<b>\$392,787.26</b>	<b>\$401,394.74</b>	<b>\$ -8,607.48</b>	<b>-2.14 %</b>
<b>Total Liabilities</b>	<b>\$392,787.26</b>	<b>\$401,394.74</b>	<b>\$ -8,607.48</b>	<b>-2.14 %</b>
Equity				
32000 Unrestricted Net Assets	308,894.79	228,766.18	80,128.61	35.03 %
Net Income	681,347.31	37,809.82	643,537.49	1,702.04 %
<b>Total Equity</b>	<b>\$990,242.10</b>	<b>\$266,576.00</b>	<b>\$723,666.10</b>	<b>271.47 %</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,383,029.36</b>	<b>\$667,970.74</b>	<b>\$715,058.62</b>	<b>107.05 %</b>

# Tioga County Property Development Corporation

## Budget vs. Actuals: Budget\_FY24\_P&L - FY24 P&L

January - October, 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
44400 Government Contracts				
44440 Hooker Foundation	814.53		814.53	
44470 LBI Phase 1	92,593.32		92,593.32	
44480 LBI Phase II	344,537.03		344,537.03	
44481 LBI Phase II - Capital	310,844.97		310,844.97	
44482 LBI Operations	19,976.53		19,976.53	
<b>Total 44400 Government Contracts</b>	<b>768,766.38</b>		<b>768,766.38</b>	
<b>Total Income</b>	<b>\$768,766.38</b>	<b>\$0.00</b>	<b>\$768,766.38</b>	<b>0.00%</b>
Cost of Goods Sold				
50000 Cost of Goods Sold				
50002 Lawn Maintenance	1,550.00		1,550.00	
50004 Property Insurance	4,435.74		4,435.74	
50006 Property Utilities	4,645.30		4,645.30	
50009 Survey/Asbestos Abatement	2,835.00		2,835.00	
50011 Property Maintenance	3,570.00		3,570.00	
50012 Property- Outside Contract Services	8,842.70		8,842.70	
<b>Total 50000 Cost of Goods Sold</b>	<b>25,878.74</b>		<b>25,878.74</b>	
<b>Total Cost of Goods Sold</b>	<b>\$25,878.74</b>	<b>\$0.00</b>	<b>\$25,878.74</b>	<b>0.00%</b>
<b>GROSS PROFIT</b>	<b>\$742,887.64</b>	<b>\$0.00</b>	<b>\$742,887.64</b>	<b>0.00%</b>
Expenses				
62000 Operating Expenses				
60900 Business Expenses				
60930 Bank Fees	30.00		30.00	
<b>Total 60900 Business Expenses</b>	<b>30.00</b>		<b>30.00</b>	
62100 Contract Services				
62110 Accounting Fees	17,153.00		17,153.00	
62140 Legal Fees	3,475.00		3,475.00	
62150 Outside Contract Services	39,381.15		39,381.15	
<b>Total 62100 Contract Services</b>	<b>60,009.15</b>		<b>60,009.15</b>	
65120 Insurance - Liability, D and O	2,170.27		2,170.27	
65150 Memberships and Dues	2,000.00		2,000.00	
<b>Total 62000 Operating Expenses</b>	<b>64,209.42</b>		<b>64,209.42</b>	
<b>Total Expenses</b>	<b>\$64,209.42</b>	<b>\$0.00</b>	<b>\$64,209.42</b>	<b>0.00%</b>
<b>NET OPERATING INCOME</b>	<b>\$678,678.22</b>	<b>\$0.00</b>	<b>\$678,678.22</b>	<b>0.00%</b>
Other Income				
7000 Interest Income	2,669.09		2,669.09	
<b>Total Other Income</b>	<b>\$2,669.09</b>	<b>\$0.00</b>	<b>\$2,669.09</b>	<b>0.00%</b>
<b>NET OTHER INCOME</b>	<b>\$2,669.09</b>	<b>\$0.00</b>	<b>\$2,669.09</b>	<b>0.00%</b>
<b>NET INCOME</b>	<b>\$681,347.31</b>	<b>\$0.00</b>	<b>\$681,347.31</b>	<b>0.00%</b>



# Tioga County Property Development Corporation

## Profit and Loss Comparison

January - October, 2025

	TOTAL			
	JAN - OCT, 2025	JAN - OCT, 2024 (PY)	CHANGE	% CHANGE
Income				
44400 Government Contracts				
44440 Hooker Foundation	814.53	1,423.90	-609.37	-42.80 %
44470 LBI Phase 1	92,593.32	73,709.94	18,883.38	25.62 %
44480 LBI Phase II	344,537.03	230,933.29	113,603.74	49.19 %
44481 LBI Phase II - Capital	310,844.97		310,844.97	
44482 LBI Operations	19,976.53		19,976.53	
<b>Total 44400 Government Contracts</b>	<b>768,766.38</b>	<b>306,067.13</b>	<b>462,699.25</b>	<b>151.18 %</b>
47200 Program Income				
47250 Property Sales		10,000.00	-10,000.00	-100.00 %
<b>Total 47200 Program Income</b>		<b>10,000.00</b>	<b>-10,000.00</b>	<b>-100.00 %</b>
<b>Total Income</b>	<b>\$768,766.38</b>	<b>\$316,067.13</b>	<b>\$452,699.25</b>	<b>143.23 %</b>
Cost of Goods Sold				
50000 Cost of Goods Sold				
50001 Demolition		34,650.00	-34,650.00	-100.00 %
50002 Lawn Maintenance	1,550.00	3,575.00	-2,025.00	-56.64 %
50003 Snow Removal		779.00	-779.00	-100.00 %
50004 Property Insurance	4,435.74	5,316.27	-880.53	-16.56 %
50005 Permits/Fees		50.00	-50.00	-100.00 %
50006 Property Utilities	4,645.30	1,346.84	3,298.46	244.90 %
50008 Debris Removal-Periodic		19,450.00	-19,450.00	-100.00 %
50009 Survey/Asbestos Abatement	2,835.00	13,458.73	-10,623.73	-78.94 %
50010 Property Taxes		1,494.06	-1,494.06	-100.00 %
50011 Property Maintenance	3,570.00	25.00	3,545.00	14,180.00 %
50012 Property- Outside Contract Services	8,842.70	100,373.56	-91,530.86	-91.19 %
50999 Spec Reclass to/from Inventory		35,882.00	-35,882.00	-100.00 %
<b>Total 50000 Cost of Goods Sold</b>	<b>25,878.74</b>	<b>216,400.46</b>	<b>-190,521.72</b>	<b>-88.04 %</b>
<b>Total Cost of Goods Sold</b>	<b>\$25,878.74</b>	<b>\$216,400.46</b>	<b>\$ -190,521.72</b>	<b>-88.04 %</b>
<b>GROSS PROFIT</b>	<b>\$742,887.64</b>	<b>\$99,666.67</b>	<b>\$643,220.97</b>	<b>645.37 %</b>
Expenses				
62000 Operating Expenses				
60900 Business Expenses				
60930 Bank Fees	30.00	25.00	5.00	20.00 %
<b>Total 60900 Business Expenses</b>	<b>30.00</b>	<b>25.00</b>	<b>5.00</b>	<b>20.00 %</b>
62100 Contract Services				
62110 Accounting Fees	17,153.00	23,120.00	-5,967.00	-25.81 %
62140 Legal Fees	3,475.00	19,000.00	-15,525.00	-81.71 %
62150 Outside Contract Services	39,381.15	21,244.18	18,136.97	85.37 %
<b>Total 62100 Contract Services</b>	<b>60,009.15</b>	<b>63,364.18</b>	<b>-3,355.03</b>	<b>-5.29 %</b>
65120 Insurance - Liability, D and O	2,170.27	453.86	1,716.41	378.18 %
65150 Memberships and Dues	2,000.00	2,000.00	0.00	0.00 %
<b>Total 62000 Operating Expenses</b>	<b>64,209.42</b>	<b>65,843.04</b>	<b>-1,633.62</b>	<b>-2.48 %</b>

	TOTAL			
	JAN - OCT, 2025	JAN - OCT, 2024 (PY)	CHANGE	% CHANGE
65000 Operations				
65010 Books, Subscriptions, Reference		75.00	-75.00	-100.00 %
<b>Total 65000 Operations</b>		<b>75.00</b>	<b>-75.00</b>	<b>-100.00 %</b>
65100 Other Types of Expenses				
65110 Advertising Expenses		193.92	-193.92	-100.00 %
<b>Total 65100 Other Types of Expenses</b>		<b>193.92</b>	<b>-193.92</b>	<b>-100.00 %</b>
<b>Total Expenses</b>	<b>\$64,209.42</b>	<b>\$66,111.96</b>	<b>\$ -1,902.54</b>	<b>-2.88 %</b>
NET OPERATING INCOME	<b>\$678,678.22</b>	<b>\$33,554.71</b>	<b>\$645,123.51</b>	<b>1,922.60 %</b>
Other Income				
7000 Interest Income	2,669.09	4,255.11	-1,586.02	-37.27 %
<b>Total Other Income</b>	<b>\$2,669.09</b>	<b>\$4,255.11</b>	<b>\$ -1,586.02</b>	<b>-37.27 %</b>
NET OTHER INCOME	<b>\$2,669.09</b>	<b>\$4,255.11</b>	<b>\$ -1,586.02</b>	<b>-37.27 %</b>
NET INCOME	<b>\$681,347.31</b>	<b>\$37,809.82</b>	<b>\$643,537.49</b>	<b>1,702.04 %</b>

Tioga County Property Development Corporation

Profit and Loss by Class  
January - October, 2025

	GENERAL & ADMINISTRATIVE	HOOVER FOUNDATION	LBI OPERATIONS	LBI PHASE 1, YEAR 3	LBI PHASE 2	LBI PHASE II CAPITAL	TOTAL
Income							
44400 Government Contracts							\$0.00
44440 Hooker Foundation		814.53					\$814.53
44470 LBI Phase 1				92,593.32			\$92,593.32
44480 LBI Phase II					344,537.03		\$344,537.03
44481 LBI Phase II - Capital						310,844.97	\$310,844.97
44482 LBI Operations			19,976.53				\$19,976.53
Total 44400 Government Contracts		814.53	19,976.53	92,593.32	344,537.03	310,844.97	\$768,766.38
Total Income	\$0.00	\$814.53	\$19,976.53	\$92,593.32	\$344,537.03	\$310,844.97	\$768,766.38
Cost of Goods Sold							
50000 Cost of Goods Sold							\$0.00
50002 Lawn Maintenance			930.00	620.00			\$1,550.00
50004 Property Insurance			1,866.32	2,569.42			\$4,435.74
50006 Property Utilities		534.53	302.18	3,808.59			\$4,645.30
50009 Survey/Asbestos Abatement			1,435.00	1,400.00			\$2,835.00
50011 Property Maintenance				3,570.00			\$3,570.00
50012 Property- Outside Contract Services		280.00	4,333.70	1,229.00		3,000.00	\$8,842.70
Total 50000 Cost of Goods Sold		814.53	8,867.20	13,197.01		3,000.00	\$25,878.74
Total Cost of Goods Sold	\$0.00	\$814.53	\$8,867.20	\$13,197.01	\$0.00	\$3,000.00	\$25,878.74
GROSS PROFIT	\$0.00	\$0.00	\$11,109.33	\$79,396.31	\$344,537.03	\$307,844.97	\$742,887.64
Expenses							
62000 Operating Expenses							\$0.00
60900 Business Expenses							\$0.00
60930 Bank Fees	30.00						\$30.00
Total 60900 Business Expenses	30.00						\$30.00
62100 Contract Services							\$0.00
62110 Accounting Fees	4,160.00		3,285.00	9,708.00			\$17,153.00
62140 Legal Fees				3,475.00			\$3,475.00
62150 Outside Contract Services	333.33		7,083.33	31,964.49			\$39,381.15
Total 62100 Contract Services	4,493.33		10,368.33	45,147.49			\$60,009.15
65120 Insurance - Liability, D and O	2,170.27						\$2,170.27
65150 Memberships and Dues				2,000.00			\$2,000.00
Total 62000 Operating Expenses	6,693.60		10,368.33	47,147.49			\$64,209.42
Total Expenses	\$6,693.60	\$0.00	\$10,368.33	\$47,147.49	\$0.00	\$0.00	\$64,209.42
NET OPERATING INCOME	\$ -6,693.60	\$0.00	\$741.00	\$32,248.82	\$344,537.03	\$307,844.97	\$678,678.22
Other Income							
7000 Interest Income	2,669.09						\$2,669.09
Total Other Income	\$2,669.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,669.09
NET OTHER INCOME	\$2,669.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,669.09
NET INCOME	\$ -4,024.51	\$0.00	\$741.00	\$32,248.82	\$344,537.03	\$307,844.97	\$681,347.31

Tioga County Property Development Corporation

Profit and Loss by Month

January - October, 2025

	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUN 2025	JUL 2025	AUG 2025	SEP 2025	OCT 2025	TOTAL
Income											
44400 Government Contracts											\$0.00
44440 Hooker Foundation	87.61		146.00	19.50	320.91	3.06	167.77	25.29	23.26	21.13	\$814.53
44470 LBI Phase 1	3,141.29	4,976.67	13,038.06	9,943.70	2,751.80	11,181.59	16,320.46	30,018.75	800.00	421.00	\$92,593.32
44480 LBI Phase II		197,110.00	93,000.00		54,427.03						\$344,537.03
44481 LBI Phase II - Capital					44,272.97		110,262.00			156,310.00	\$310,844.97
44482 LBI Operations									5,880.32	14,096.21	\$19,976.53
Total 44400 Government Contracts	3,228.90	202,086.67	106,184.06	9,963.20	101,772.71	11,184.65	126,750.23	30,044.04	6,703.58	170,848.34	\$768,766.38
Total Income	\$3,228.90	\$202,086.67	\$106,184.06	\$9,963.20	\$101,772.71	\$11,184.65	\$126,750.23	\$30,044.04	\$6,703.58	\$170,848.34	\$768,766.38
Cost of Goods Sold											
50000 Cost of Goods Sold											\$0.00
50002 Lawn Maintenance					620.00					930.00	\$1,550.00
50004 Property Insurance			2,569.42						1,866.32		\$4,435.74
50006 Property Utilities	260.72	58.34	464.64	329.87	531.38	706.00	954.90	846.88	58.26	434.31	\$4,645.30
50009 Survey/Asbestos Abatement							1,400.00			1,435.00	\$2,835.00
50011 Property Maintenance								3,570.00			\$3,570.00
50012 Property- Outside Contract Services					280.00	729.00	500.00		3,238.00	4,095.70	\$8,842.70
Total 50000 Cost of Goods Sold	260.72	58.34	3,034.06	329.87	1,431.38	1,435.00	2,854.90	4,416.88	5,162.58	6,895.01	\$25,878.74
Total Cost of Goods Sold	\$260.72	\$58.34	\$3,034.06	\$329.87	\$1,431.38	\$1,435.00	\$2,854.90	\$4,416.88	\$5,162.58	\$6,895.01	\$25,878.74
GROSS PROFIT	\$2,968.18	\$202,028.33	\$103,150.00	\$9,633.33	\$100,341.33	\$9,749.65	\$123,895.33	\$25,627.16	\$1,541.00	\$163,953.33	\$742,887.64
Expenses											
62000 Operating Expenses											\$0.00
60900 Business Expenses											\$0.00
60930 Bank Fees										30.00	\$30.00
Total 60900 Business Expenses										30.00	\$30.00
62100 Contract Services											\$0.00
62110 Accounting Fees	2,000.00	2,360.00	4,700.00	800.00	808.00	800.00	800.00	800.00	800.00	3,285.00	\$17,153.00
62140 Legal Fees								3,475.00			\$3,475.00
62150 Outside Contract Services	2,468.18	833.33	7,083.33	8,833.33	833.33	7,083.33	833.33	4,054.66		7,358.33	\$39,381.15
Total 62100 Contract Services	4,468.18	3,193.33	11,783.33	9,633.33	1,641.33	7,883.33	1,633.33	8,329.66	800.00	10,643.33	\$60,009.15
65120 Insurance - Liability, D and O	106.22	106.22	106.22	33.03	18.39	18.39	18.39	18.39	1,468.20	276.82	\$2,170.27
65150 Memberships and Dues		2,000.00									\$2,000.00
Total 62000 Operating Expenses	4,574.40	5,299.55	11,889.55	9,666.36	1,659.72	7,901.72	1,651.72	8,348.05	2,268.20	10,950.15	\$64,209.42
Total Expenses	\$4,574.40	\$5,299.55	\$11,889.55	\$9,666.36	\$1,659.72	\$7,901.72	\$1,651.72	\$8,348.05	\$2,268.20	\$10,950.15	\$64,209.42
NET OPERATING INCOME	\$ -1,606.22	\$196,728.78	\$91,260.45	\$ -33.03	\$98,681.61	\$1,847.93	\$122,243.61	\$17,279.11	\$ -727.20	\$153,003.18	\$678,678.22
Other Income											
7000 Interest Income	437.94	396.18	439.35	425.90	408.80	373.81	187.11				\$2,669.09
Total Other Income	\$437.94	\$396.18	\$439.35	\$425.90	\$408.80	\$373.81	\$187.11	\$0.00	\$0.00	\$0.00	\$2,669.09
NET OTHER INCOME	\$437.94	\$396.18	\$439.35	\$425.90	\$408.80	\$373.81	\$187.11	\$0.00	\$0.00	\$0.00	\$2,669.09
NET INCOME	\$ -1,168.28	\$197,124.96	\$91,699.80	\$392.87	\$99,090.41	\$2,221.74	\$122,430.72	\$17,279.11	\$ -727.20	\$153,003.18	\$681,347.31

Tioga County Property Development Corporation

Transaction Detail by Account  
October 2025

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
10000 Tioga State Bank									
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care			-Split-	-310.00	-310.00
10/01/2025	Check	612	No	Bowers & Company CPAS PLLC			-Split-	-2,485.00	-2,795.00
10/01/2025	Check	611	No	Bowers & Company CPAS PLLC			22000 Accrued Expenses	-800.00	-3,595.00
10/01/2025	Check	613	No	Village of Owego Clerk Treasurer			-Split-	-146.00	-3,741.00
10/01/2025	Transfer		No				10002 Tioga Bank - 81 North Ave	-75,000.00	-78,741.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care			-Split-	-620.00	-79,361.00
10/02/2025	Check	616	No	Tioga Co. Econ. Dev & Planning			-Split-	-6,250.00	-85,611.00
10/07/2025	Transfer		No				10002 Tioga Bank - 81 North Ave	75,000.00	-10,611.00
10/08/2025	Check	617	No	Delta Engineers, Architects, & Surveyors, DPC		Balance remaining from invoice 2023.244.008-1 dated June 23, 2025	-Split-	-1,435.00	-12,046.00
10/14/2025	Check	620	No	Clearview Door & Window			-Split-	-210,590.00	-
									222,636.00
10/14/2025	Check	618	No	L2 Studio			-Split-	-495.70	-
									223,131.70
10/14/2025	Check	621	No	Eco-Testing Services, LLC			-Split-	-600.00	-
									223,731.70
10/14/2025	Check	619	No	Sara Zubalsky-Peer			-Split-	-833.33	-
									224,565.03
10/16/2025	Check	623	No	NYSEG			-Split-	-86.18	-
									224,651.21
10/16/2025	Check	622	No	NYSEG			-Split-	-35.00	-
									224,686.21
10/16/2025	Check	624	No	NYSEG			-Split-	-21.13	-
									224,707.34
10/27/2025	Transfer		No				10002 Tioga Bank - 81 North Ave	-25.00	-
									224,732.34
10/28/2025	Check	626	No	Village of Owego Clerk Treasurer			-Split-	-146.00	-
									224,878.34
10/28/2025	Check	627	No	Tioga Co. Econ. Dev & Planning			-Split-	-275.00	-
									225,153.34
10/30/2025	Check	628	No	Construction Management Associates LLC			-Split-	-3,000.00	-
									228,153.34
Total for 10000 Tioga State Bank								\$ - 228,153.34	
10002 Tioga Bank - 81 North Ave									
10/01/2025	Transfer		No				10000 Tioga State Bank	75,000.00	75,000.00
10/07/2025	Transfer		No				10000 Tioga State Bank	-75,000.00	0.00
10/27/2025	Transfer		No				10000 Tioga State Bank	25.00	25.00
10/28/2025	Deposit		No	General & Administrative			-Split-	0.50	25.50
10/28/2025	Expense		No				60930 Operating Expenses:Business Expenses:Bank Fees	-0.50	25.00
10/31/2025	Expense		No				18001 Security Deposit	-1,200.00	-1,175.00
10/31/2025	Expense		No				60930 Operating Expenses:Business Expenses:Bank Fees	-30.00	-1,205.00
Total for 10002 Tioga Bank - 81 North Ave								\$ -1,205.00	
1205 LBI Operations									
1205.2 Left to Spend									
10/01/2025	Check	612	No	Bowers & Company CPAS PLLC		To recognize grant income	10000 Tioga State Bank	2,485.00	2,485.00
10/01/2025	Check	613	No	Village of Owego Clerk Treasurer		To recognize grant income	10000 Tioga State Bank	146.00	2,631.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care		To recognize grant income	10000 Tioga State Bank	620.00	3,251.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care		To recognize grant income	10000 Tioga State Bank	310.00	3,561.00
10/02/2025	Check	616	No	Tioga Co. Econ. Dev & Planning		To recognize grant income	10000 Tioga State Bank	6,250.00	9,811.00
10/08/2025	Check	617	No	Delta Engineers, Architects, & Surveyors, DPC		To recognize grant income	10000 Tioga State Bank	1,435.00	11,246.00
10/14/2025	Check	619	No	Sara Zubalsky-Peer		To recognize grant income	10000 Tioga State Bank	833.33	12,079.33
10/14/2025	Check	618	No	L2 Studio		To recognize grant income	10000 Tioga State Bank	495.70	12,575.03
10/14/2025	Check	621	No	Eco-Testing Services, LLC		To recognize grant income	10000 Tioga State Bank	600.00	13,175.03
10/16/2025	Check	623	No	NYSEG		To recognize grant income	10000 Tioga State Bank	86.18	13,261.21
10/16/2025	Check	622	No	NYSEG		To recognize grant income	10000 Tioga State Bank	35.00	13,296.21
10/31/2025	Journal Entry	LBI I/Yr 9 Reclass	No			To recognize grant income	-Split-	800.00	14,096.21
Total for 1205.2 Left to Spend								\$14,096.21	
Total for 1205 LBI Operations								\$14,096.21	
12102 LBI Phase 1									
12102.2 Left to Spend									
10/28/2025	Check	626	No	Village of Owego Clerk Treasurer		To recognize grant income	10000 Tioga State Bank	146.00	146.00
10/28/2025	Check	627	No	Tioga Co. Econ. Dev & Planning		To recognize grant income	10000 Tioga State Bank	275.00	421.00
Total for 12102.2 Left to Spend								\$421.00	
Total for 12102 LBI Phase 1								\$421.00	
12104 LBI Phase II - Capital									
12104.2 Left to Spend									
10/14/2025	Check	620	No	Clearview Door & Window		To recognize grant income	10000 Tioga State Bank	153,310.00	153,310.00
10/30/2025	Check	628	No	Construction Management Associates LLC		To recognize grant income	10000 Tioga State Bank	3,000.00	156,310.00
Total for 12104.2 Left to Spend								\$156,310.00	
Total for 12104 LBI Phase II - Capital								\$156,310.00	
14000 Property Inventory									
14098 81 North Ave									
10/14/2025	Check	620	No	Clearview Door & Window	Restore Funds	Final Payment 81 North Ave- RESTORE	10000 Tioga State Bank	57,280.00	57,280.00
10/14/2025	Check	620	No	Clearview Door & Window	LBI Phase II Capital	Final Payment 81 North Ave-LBI Capital	10000 Tioga State Bank	153,310.00	210,590.00
Total for 14098 81 North Ave								\$210,590.00	
Total for 14000 Property Inventory								\$210,590.00	
17000 Prepaid Insurance									
10/31/2025	Journal Entry	LBI I/Yr 8 Reclass	No			To record insurance expense for Oct 2025	-Split-	-276.82	-276.82
Total for 17000 Prepaid Insurance								\$ -276.82	
18001 Security Deposit									
10/31/2025	Expense		No			ZDeposit	10002 Tioga Bank - 81 North Ave	1,200.00	1,200.00
Total for 18001 Security Deposit								\$1,200.00	
22000 Accrued Expenses									
10/01/2025	Check	611	No	Bowers & Company CPAS PLLC		Accounting services through 9/30/2025	10000 Tioga State Bank	-800.00	-800.00
10/31/2025	Journal Entry	LBI I/Yr 9 Reclass	No			To record accounting services fees for Oct 2025 - Inv# 246011	-Split-	800.00	0.00
Total for 22000 Accrued Expenses								\$0.00	
23000 Deferred Grant Revenue									
23002 Hooker Foundation									
10/16/2025	Check	624	No	NYSEG		To recognize grant income	10000 Tioga State Bank	-21.13	-21.13
Total for 23002 Hooker Foundation								\$ -21.13	
Total for 23000 Deferred Grant Revenue								\$ -21.13	
44400 Government Contracts									

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
44440	Hooker Foundation								
10/16/2025	Check	624	No	NYSEG	Hooker Foundation	To recognize grant income	10000 Tioga State Bank	21.13	21.13
<b>Total for 44440 Hooker Foundation</b>								<b>\$21.13</b>	
44470	LBI Phase 1								
10/28/2025	Check	627	No	Tioga Co. Econ. Dev & Planning	LBI Phase 1, Year 3	To recognize grant income	10000 Tioga State Bank	275.00	275.00
10/28/2025	Check	626	No	Village of Owego Clerk Treasurer	LBI Phase 1, Year 3	To recognize grant income	10000 Tioga State Bank	146.00	421.00
<b>Total for 44470 LBI Phase 1</b>								<b>\$421.00</b>	
44481	LBI Phase II - Capital								
10/14/2025	Check	620	No	Clearview Door & Window	LBI Phase II Capital	To recognize grant income	10000 Tioga State Bank	153,310.00	153,310.00
10/30/2025	Check	628	No	Construction Management Associates LLC	LBI Phase II Capital	To recognize grant income	10000 Tioga State Bank	3,000.00	156,310.00
<b>Total for 44481 LBI Phase II - Capital</b>								<b>\$156,310.00</b>	
44482	LBI Operations								
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	To recognize grant income	10000 Tioga State Bank	620.00	620.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	To recognize grant income	10000 Tioga State Bank	310.00	930.00
10/01/2025	Check	612	No	Bowers & Company CPAS PLLC	LBI Operations	To recognize grant income	10000 Tioga State Bank	2,485.00	3,415.00
10/01/2025	Check	613	No	Village of Owego Clerk Treasurer	LBI Operations	To recognize grant income	10000 Tioga State Bank	146.00	3,561.00
10/02/2025	Check	616	No	Tioga Co. Econ. Dev & Planning	LBI Operations	To recognize grant income	10000 Tioga State Bank	6,250.00	9,811.00
10/08/2025	Check	617	No	Delta Engineers, Architects, & Surveyors, DPC	LBI Operations	To recognize grant income	10000 Tioga State Bank	1,435.00	11,246.00
10/14/2025	Check	618	No	L2 Studio	LBI Operations	To recognize grant income	10000 Tioga State Bank	495.70	11,741.70
10/14/2025	Check	619	No	Sara Zubalsky-Peer	LBI Operations	To recognize grant income	10000 Tioga State Bank	833.33	12,575.03
10/14/2025	Check	621	No	Eco-Testing Services, LLC	LBI Operations	To recognize grant income	10000 Tioga State Bank	600.00	13,175.03
10/16/2025	Check	623	No	NYSEG	LBI Operations	To recognize grant income	10000 Tioga State Bank	86.18	13,261.21
10/16/2025	Check	622	No	NYSEG	LBI Operations	To recognize grant income	10000 Tioga State Bank	35.00	13,296.21
10/31/2025	Journal Entry	LBI I/Yr 9 Reclass	No		LBI Operations	To recognize grant income	-Split-	800.00	14,096.21
<b>Total for 44482 LBI Operations</b>								<b>\$14,096.21</b>	
<b>Total for 44400 Government Contracts</b>								<b>\$170,848.34</b>	
50000	Cost of Goods Sold								
50002	Lawn Maintenance								
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 47 Temple	10000 Tioga State Bank	18.00	18.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 98 Spencer	10000 Tioga State Bank	18.00	36.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 94 Spencer	10000 Tioga State Bank	18.00	54.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 115-117 Chestnut	10000 Tioga State Bank	18.00	72.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 117 Liberty	10000 Tioga State Bank	18.00	90.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 113 Liberty	10000 Tioga State Bank	18.00	108.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 107 Liberty	10000 Tioga State Bank	18.00	126.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 103 Liberty	10000 Tioga State Bank	18.00	144.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 96-102 Liberty	10000 Tioga State Bank	18.00	162.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 92-94 Liberty	10000 Tioga State Bank	18.00	180.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 49 Temple	10000 Tioga State Bank	18.00	198.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 247 Main St	10000 Tioga State Bank	18.00	216.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 43-45 Temple	10000 Tioga State Bank	18.00	234.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 39-41 Temple	10000 Tioga State Bank	18.00	252.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/23/25 Mowing 37 Temple	10000 Tioga State Bank	18.00	270.00
10/01/2025	Check	615	No	Scott's Lawn & Landscape Care	LBI Operations	7/24/25 Mowing 121 Providence St. Waverly	10000 Tioga State Bank	40.00	310.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 113 Liberty St.	10000 Tioga State Bank	30.00	340.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 107 Liberty St.	10000 Tioga State Bank	30.00	370.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 247 Main	10000 Tioga State Bank	30.00	400.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 98 Spencer	10000 Tioga State Bank	30.00	430.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 94 Spencer	10000 Tioga State Bank	30.00	460.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 115-117 Chestnut	10000 Tioga State Bank	30.00	490.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 117 Liberty St. Owego	10000 Tioga State Bank	30.00	520.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 103 Liberty St. Owego	10000 Tioga State Bank	30.00	550.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 119 Liberty St. Owego	10000 Tioga State Bank	30.00	580.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 112 Liberty St. Owego	10000 Tioga State Bank	30.00	610.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 110 Liberty St. Owego	10000 Tioga State Bank	30.00	640.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 96-102 Liberty St. Owego	10000 Tioga State Bank	30.00	670.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 92-94 Liberty St. Owego	10000 Tioga State Bank	30.00	700.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 49 Temple St. Owego	10000 Tioga State Bank	30.00	730.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/8/25 & 8/22/25 Mowing 121 Providence St Waverly	10000 Tioga State Bank	80.00	810.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 47 Temple St. Owego	10000 Tioga State Bank	30.00	840.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 43-45 Temple St. Owego	10000 Tioga State Bank	30.00	870.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 39-41 Temple St. Owego	10000 Tioga State Bank	30.00	900.00
10/01/2025	Check	614	No	Scott's Lawn & Landscape Care	LBI Operations	8/5/25 & 8/19/25 Mowing 37 Temple St Owego	10000 Tioga State Bank	30.00	930.00
<b>Total for 50002 Lawn Maintenance</b>								<b>\$930.00</b>	
50006	Property Utilities								
10/01/2025	Check	613	No	Village of Owego Clerk Treasurer	LBI Operations	Sewer bill 6/2/2025-9/2/2025- 103 Liberty St. Owego	10000 Tioga State Bank	146.00	146.00
10/16/2025	Check	622	No	NYSEG	LBI Operations	81 North 2nd floor electric	10000 Tioga State Bank	35.00	181.00
10/16/2025	Check	624	No	NYSEG	Hooker Foundation	103 Liberty Street	10000 Tioga State Bank	21.13	202.13
10/16/2025	Check	623	No	NYSEG	LBI Operations	81 North 1St floor electric	10000 Tioga State Bank	86.18	288.31
10/28/2025	Check	626	No	Village of Owego Clerk Treasurer	LBI Phase 1, Year 3	81 North Sewer 7/2/2025-9/30/2025	10000 Tioga State Bank	146.00	434.31
<b>Total for 50006 Property Utilities</b>								<b>\$434.31</b>	
50009	Survey/Asbestos Abatement								
10/08/2025	Check	617	No	Delta Engineers, Architects, & Surveyors, DPC	LBI Operations	Asbestos Survey - 81 Hickories Park Rd	10000 Tioga State Bank	1,435.00	1,435.00
<b>Total for 50009 Survey/Asbestos Abatement</b>								<b>\$1,435.00</b>	
50012	Property- Outside Contract Services								
10/14/2025	Check	618	No	L2 Studio	LBI Operations	121 Providence St Waverly - Reimbursable expenses	10000 Tioga State Bank	495.70	495.70
10/14/2025	Check	621	No	Eco-Testing Services, LLC	LBI Operations	81 North Ave Lead Clearance	10000 Tioga State Bank	600.00	1,095.70
10/30/2025	Check	628	No	Construction Management Associates LLC	LBI Phase II Capital	81 North Ave Draw #7 Site visits, change orders, inspections, photos	10000 Tioga State Bank	3,000.00	4,095.70
<b>Total for 50012 Property- Outside Contract Services</b>								<b>\$4,095.70</b>	
<b>Total for 50000 Cost of Goods Sold</b>								<b>\$6,895.01</b>	
62000	Operating Expenses								
60900	Business Expenses								
60930	Bank Fees								
10/28/2025	Expense		No		General & Administrative		10002 Tioga Bank - 81 North Ave	0.50	0.50
10/28/2025	Deposit		No	General & Administrative	General & Administrative		10002 Tioga Bank - 81 North Ave	-0.22	0.28
10/28/2025	Deposit		No	General & Administrative	General & Administrative		10002 Tioga Bank - 81 North Ave	-0.28	0.00
10/31/2025	Expense		No		General & Administrative	Overdraft fee	10002 Tioga Bank - 81 North Ave	30.00	30.00
<b>Total for 60930 Bank Fees</b>								<b>\$30.00</b>	
<b>Total for 60900 Business Expenses</b>								<b>\$30.00</b>	
62100	Contract Services								
62110	Accounting Fees								
10/01/2025	Check	612	No	Bowers & Company CPAS PLLC	LBI Operations	Prep of form 990 - year 2024	10000 Tioga State Bank	2,485.00	2,485.00
10/31/2025	Journal Entry	LBI I/Yr 9 Reclass	No		LBI Operations	To record accounting services fees for Oct 2025 - Inv# 246011	-Split-	800.00	3,285.00
<b>Total for 62110 Accounting Fees</b>								<b>\$3,285.00</b>	
62150	Outside Contract Services								
10/02/2025	Check	616	No	Tioga Co. Econ. Dev & Planning	LBI Operations	Administrative Fees 3rd Quarter	10000 Tioga State Bank	6,250.00	6,250.00

DATE	TRANSACTION TYPE	NUM	ADJ	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
10/14/2025	Check	619	No	Sara Zubalsky-Peer	LBI Operations	September 2025 Administrative Services	10000 Tioga State Bank	833.33	7,083.33
10/28/2025	Check	627	No	Tioga Co. Econ. Dev & Planning	LBI Phase 1, Year 3	Reimbursement - Ad for bid request - 121 Providence	10000 Tioga State Bank	275.00	7,358.33
Total for 62150 Outside Contract Services								\$7,358.33	
Total for 62100 Contract Services								\$10,643.33	
65120 Insurance - Liability, D and O									
10/31/2025	Journal Entry	LBI I/Yr 8 Reclass	No		General & Administrative	To record insurance expense for Oct 2025	-Split-	276.82	276.82
Total for 65120 Insurance - Liability, D and O								\$276.82	
Total for 62000 Operating Expenses								\$10,950.15	

	Award Amount	Funds Drawn Down	Funds Remaining
ARPA*	\$ 500,000.00	\$ 109,849.42	\$ 390,150.58
Hooker Foundation*	\$ 65,000.00	\$ 63,163.32	\$ 1,836.68
NYMS - Candor**	\$ 500,000.00	\$ 500,000.00	\$ -
LBI Phase 1***			
Year 1 (8/15/22 - 8/14/23)	\$ 100,000.00	\$ 100,000.00	\$ -
Year 2 (8/15/23 - 8/14/24)	\$ 100,000.00	\$ 100,000.00	\$ -
Year 3 (8/15/24 - 8/14/25)	\$ 200,000.00	\$ 138,615.44	\$ 61,384.56
Opertations (8/1/25 - 8/1/26)	\$ 200,000.00	\$ 19,976.53	\$ 180,023.47
LBI Phase 2***	\$ 900,000.00	\$ 900,000.00	\$ -
LBI Phase 2 - Capital	\$ 1,283,000.00	\$ 310,844.97	\$ 972,155.03
TOTAL	\$ 3,848,000.00	\$ 2,242,449.68	\$ 1,605,550.32

\*Program funds received upfront

\*\*Pass through grant program. Admin fee only -\$25,000

\*\*\*Reimbursable grant program



## SECTION 2. - NUMBER, ELECTION AND TERM OF DIRECTORS.

(a) The Board of Directors shall consist of nine (9) members.

(b) The members of the Board of Directors shall serve for 2 or 3-year terms.

(c) Each member shall be a public officer of a municipality within Tioga County (or a member of a County Agency) and their membership shall be conditioned upon holding the public office may also be up to two at large representatives.

(d) A "Municipal Representative" of the Board of Directors shall be appointed by the Chairman and confirmed by a majority vote of the Tioga County Legislature as well as the governing board of the Municipal Representative's municipality consenting to his/her appointment. An "At Large Representative" of the Board of Directors shall be appointed by the Chair of the Legislature and confirmed by a majority vote of the Tioga County Legislature.

### **Proposed Revisions**

(a) The Board of Directors shall consist of seven (7) members.

(c) Membership shall consist of:

One (1) public officer of a municipality within Tioga County (or a member of a County Agency) representing Eastern Tioga County and their membership shall be conditioned upon holding the public office

One (1) public officer of a municipality within Tioga County (or a member of a County Agency) representing Western Tioga County and their membership shall be conditioned upon holding the public office

One (1) public officer of a municipality within Tioga County (or a member of a County Agency) representing Northern Tioga County and their membership shall be conditioned upon holding the public office

One (1) public officer holding a County Legislature position and their membership shall be conditioned upon holding the public office

One (1) representative of the non-profit sector and their membership shall be conditioned upon holding a non-profit sector position

Two (2) at large representatives.

NOTICE OF FUNDING AVAILABILITY  
STATE FUNDS  
HOUSING TRUST FUND CORPORATION  
OFFICE OF COMMUNITY RENEWAL  
38-40 STATE STREET, 4<sup>th</sup> FLOOR SOUTH  
ALBANY, NY 12207

**NEW YORK STATE HOMES AND COMMUNITY RENEWAL  
HOUSING TRUST FUND CORPORATION  
OFFICE OF COMMUNITY RENEWAL  
2025 NOTICE OF FUNDING AVAILABILITY (NOFA)**

The Housing Trust Fund Corporation (HTFC) announces the availability of up to \$24 million of State funds for the for the NYS Vacant Rental Program (VRP). VRP is a grant program to support repairs and rehabilitation of vacant rental units and other vacant spaces to increase the supply of critically needed apartments for low- and moderate-income renters outside of New York City.

The funding for this program will be focused on helping responsible local owners of small-scale properties bring vacant units back into productive use to create safe, quality, and affordable long-term rental units.

***APPLICATION FOR FUNDING***

Application materials for the sources identified above will be available on the NYS Homes and Community Renewal website, <https://hcr.ny.gov/vrp>, Monday, November 17, 2025. Applications will be reviewed and funding decisions made on a rolling basis through Thursday, January 15, 2026 or until available funds are exhausted. Applications must be submitted via e-mail.

***ELIGIBLE APPLICANTS***

- Organizations incorporated under the New York State Not-For-Profit Corporation Law.
- Units of local government (county, town, city, or village)
- Partnerships between municipalities and not-for-profit organizations are encouraged to bolster administrative capacity if necessary; however, one entity should be the formal applicant.
- The applicant should be the primary entity responsible for administering the program if the program involves multiple partners.
- Existing VRP Local Program Administrators that have demonstrated success and significant progress in administering the program by committing at least 50% of previously awarded projects funds in property owner contracts are eligible to apply.
- Applicants that are 1) not up to date with charities bureau registration or other required filings, 2) on a funds suspended or debarment list or 3) in default or non-compliant with existing state contracts are not eligible to apply.
- In addition to relevant experience, applicant must present a clear and realistic plan to enhance capacity to deliver a high-volume rehabilitation program in a short period of time.
- Applicant must document a sufficient number of property owners with eligible vacant units who would benefit from the program and plan to generate

demand for the available grant funding.

- Experience and existing services with housing rehabilitation programs is strongly preferred.

### ***ELIGIBLE ACTIVITIES***

Funding may be used to improve and rehabilitate vacant housing units and convert other vacant spaces, including former commercial spaces, that are currently uninhabitable or unmarketable into safe, quality, and affordable rental units. These repairs and improvements may include health and safety improvements, correction of code violations and/or updating spaces to meet residential standards, accessibility modifications, environmental remediation and other repairs determined by the local program administrator as necessary to rehabilitate vacant units. Repairs completed prior to selection and award by a local program administrator are not eligible for reimbursement.

### ***ELIGIBLE AREAS***

- All areas in New York State outside of the municipal limits of New York City are eligible.
- New applicants may propose to serve currently served areas only if strongly justified and an acceptable plan is presented for managing marketing and outreach and applicant intake that does not interfere with an existing program, generate confusion among potential applicants, or result in duplicate awards to property owners. A list of areas currently served by the program is available online at [www.hcr.ny.gov/VRP](http://www.hcr.ny.gov/VRP).
- Proposed service areas must be supported by sufficient evidence of eligible vacant units and property owners that justify the amount of funds being requested.

### ***FUNDING LIMITS***

- The minimum request amount is \$750,000 for new applicants and \$300,000 for existing Local Program Administrators. The maximum request amount is \$2,500,000. Requests should be commensurate with expected demand in the service area and applicant capacity.
- The per unit limit is \$50,000 to \$75,000, with the higher limit available for participants that will rent units to lower-income households. This cap is inclusive of hard costs for rehabilitation activities and soft costs. Costs must be reasonable and necessary.
- Applicants may budget up to eleven percent (11%) of the request amount for eligible program delivery costs, which are activities undertaken by the LPA that are directly related to the improvement of housing units under the Vacant Rental Program. General administration and overhead are not eligible.

### ***GENERAL REQUIREMENTS***

- HTFC reserves the right to communicate with an applicant for the purpose of addressing clerical and arithmetical errors in applications or to request additional and/or clarifying information.
- HTFC reserves the right not to issue an award or contract to any applicant if it has been determined that the applicant is not in compliance with existing contracts and has not taken satisfactory steps to remedy such non-compliance. Activities that commence prior to contract execution and environmental review will not be eligible for reimbursement.

- HTFC reserves the right to award all, more than identified, a portion of, or none of the available funds based upon funding availability, feasibility of the applications received, the competitiveness of the applications, an applicant's ability to meet HTFC criteria for funding, the applicant's ability to advance the State's housing goals, and HTFC's assessment of cost reasonableness.
- HTFC reserves the right to award all, a portion of, or none of the application's requested amount, and further reserves the right to review an application requesting funds as an application for funding under other programs for which the proposed activity is eligible, and to change or disallow aspects of the applications received.
- HTFC reserves the right to waive any requirement contained in this NOFA or revise the terms of this NOFA as needed.
- Award of funds does not confirm eligibility of all activities included in an application proposal, and HTFC reserves the right to change or disallow aspects of the applications received and may make such changes an expressed condition of its commitment to provide funding for proposed activities.

#### **MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE) COMPLIANCE**

Recipients of awards are subject to Article 15A and 17-B of the New York State Executive Law. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("M/WBEs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs"). Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements.

#### **CONTACT INFORMATION**

Applicants may make a request, based on demonstrated need, to submit a paper application in lieu of using the electronic application files available. Requests for approval to submit a paper application must be sent to: Office of Community Renewal, Attention: VRP Application, NYS Homes and Community Renewal, Hampton Plaza, 38-40 State Street, 4<sup>th</sup> Floor South, Albany, NY 12207 or by email to [OCRinfo@hcr.ny.gov](mailto:OCRinfo@hcr.ny.gov).

For inquiries or technical assistance regarding these programs please contact:

*NYS Home and Community Renewal  
Office of Community Renewal  
38-40 State Street, 4<sup>th</sup> Floor South  
Albany, NY 12207  
Telephone: (518) 474-2057  
[OCRinfo@hcr.ny.gov](mailto:OCRinfo@hcr.ny.gov)*

THIS NOTICE WAS PREPARED AND SUBMITTED BY:  
DANIEL STEVENS, VRP PROGRAM DIRECTOR, OFFICE OF COMMUNITY RENEWAL  
HOUSING TRUST FUND CORPORATION  
38-40 STATE STREET, 4<sup>th</sup> FLOOR  
ALBANY, NY 12207  
[HTTPS://HCR.NY.GOV](https://hcr.ny.gov)



**Scott's Lawn & Landscape Care**  
**GrassPays LLC**  
**9 Franklin Ave**  
**Newark Valley, NY 13811**  
**607.239.0731**  
**slckasmarcik@yahoo.com**

December 9<sup>th</sup>, 2025

Tioga County Property Development Corp.  
56 Main Street  
Owego, New York 13827

**Bid-**

Scope of work. Clearing of snow from sidewalks and driveways at snow or ice accumulations of 2 or more inches. Note that larger storms will require more than one service. Salting of sidewalks, driveways, and fire escapes will be done after each occurrence of plowing and shoveling when accumulations are more than 2 inches. Salting will also be done at less than 2 inches of accumulation when plowing or shoveling is not required. Below are the rates per service.

Salting sidewalks, driveways and fire escape after plowing and shoveling and at accumulations of less than 2 inches of snow. **X** next to salt preference.

\$ 192.00 per service (Normal Rock Salt) \_\_\_\_\_

\$ 290.00 per service (Pet Friendly Rock Salt) \_\_\_\_\_

Shoveling sidewalks and fire escape at 2 inches or more of accumulation

\$ 240.00 per service

Plowing of driveways 2 inches or more of accumulation

\$ 95.00 per service

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### **Locations of Service-**

Lot/Building Number Street Name City Task Needed 115-117 Chestnut Street  
Liberty Street Owego, NY Owego, NY Sidewalks 92-94,96 102, 107,110,112,  
113,117, 119 Sidewalks 103 Liberty Street Owego, NY Sidewalk, walkways,  
driveway 37,39-41,43 45,47,49,54 Temple Street Owego, NY Sidewalks 247 Main  
Street Owego, NY 94, 98 Sidewalks Spencer Avenue Owego, NY 81 Sidewalks  
North Avenue Owego, NY Sidewalk, walkway, fire escape\* 121 Providence  
Street Waverly, NY Sidewalk, walkway, driveway

### **Hourly work-**

Below are labor and equipment rates for any additional work requested. If it's  
not listed for equipment just ask, we have much more than listed.

**Labor rate:** \$52.50 per hour per laborer

**Small hand equipment** (sting trimmings, chain saws, flat tamps etc.): \$21.00 per hour per piece  
of equipment

### **Skid Steers and Backhoe Rates w/ operator:**

580 Case Backhoe – 100.00 per hour 2.5 hour minimum  
234 New Holland Skid steer – 90.00 per hour 2.5 hour minimum

### **Single Axel Dump Truck Hourly Rates w/ Driver:**

3500 Ram w/ 14 Ft Box 2.5-ton load capacity – \$75.00 per hour  
GM Volvo with load capacity 8 ton – \$105.00 per hour

### **Equipment –**

Explanation of existing equipment owned and planned.

Currently GrassPays LLC Scott's Lawn & Landscape Care we have multiple snow  
blowers, multiple pick-up trucks with plows and salter units, and heavy  
equipment for snow removal and plowing.

### **References**

Chris Powers – Tioga State Bank – 607.765.7352

Branon Smith – Tioga Cemetery – 607.972.5922

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BID 2025 / 2026 Season Salting. Shoveling. Plowing.

Dustin Whalen - UHS - 607.373.6215

Thank You for the opportunity to provide rates for the coming 2026 season for the Tioga County Property Development Corporation. Everyone at GrassPays LLC Scott's Lawn & Landscape Care looks forward to providing maintenance services for another season.

 12/09/2025

Scott M Kasmarcik

Owner

GrassPays LLC Scott's Lawn & Landscape Care

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**NON-COLLUSIVE BIDDING CERTIFICATION**

**Special Note:**

**BIDDER MUST RETURN THIS FORM WITH THE PROPOSAL FORM**

**TO THE TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION:**

In accordance with Section 103D of the New York State General Municipal Law, the Undersigned declares that, in submitting this Proposal, he/she is or they are the only person(s) interested in said Proposal that it is made without any connection with any person making another Proposal for the same Contract; that the Proposal is, in all respects, fair and without Collusion, Fraud or Mental Reservation; and that no officials of the Tioga County Property Development Corp. or any person in the employ of the Tioga County Property Development Corp., is directly or indirectly interested in said Proposal or in the Supplies, Materials, Equipment or Work to which it relates, or in any portion of the profits thereof.

**NON-COLLUSIVE BIDDING CERTIFICATION: (Section 103d, as amended)**

1. By submission of this Proposal, each Bidder and each Person signing on behalf of any Bidder certifies, and in the case of a Joint Proposal, each Party thereto, certifies as to its own organization, under penalty of perjury, that, to the best knowledge and belief:
  - A. The prices in this Proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other Bidder or with any Competitor.
  - B. Unless otherwise required by law, the prices which have been quoted in this Proposal, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed, by the Bidder prior to Proposal Opening, either directly or indirectly, to any Bidder or to any Competitor.
  - C. No attempt has been made or will be made, by the Bidder, to induce any other person, partnership or corporation to submit or not submit a Proposal, with the purpose or restricting competition.

Eros Pays LLC

NAME OF BIDDER

[Signature]

SIGNATURE OF SIGNER

owner

TITLE

**NOTE:**

A Proposal shall not be considered for award nor shall any award be made where: Paragraph 1, Subparagraphs A, B and C above, have not been complied with, providing however, that, if in any case, the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish, with the Proposal, a signed statement which sets forth, in detail, the reason therefore.



Where Paragraph 1, Subparagraphs A, B and C above, have not been complied with, the Proposal shall not be considered for award nor shall any award to made, unless, the Head of the Purchasing Unit of the political subdivision, public department, agency or official thereof, to which the Proposal is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder has published price lists, rates or tariffs covering items being procured; informed prospective customers of proposed or pending publications of new or revised price lists for such items or has sold the same items to other customers at the same prices as being Proposed; does not constitute, without more, a disclosure within the meaning of paragraph 1, subparagraphs A, B & C.

**i** Questions or concerns? Reach out to the business for more details before signing the contract.



**Deluge Media**

Signature requested on December 04, 2025

## Open Retainer Renewal Contract

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**Business: Deluge Media**

nathaniel@deluge.media

80 North Ave, Owego, NY, 13827

(607) 223-4444

**Recipient: Tioga County Property Development Corporation**

pattont@tiogacountyny.gov

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This contract is between Deluge Media (the "Business") and Tioga County Property Development Corporation (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

*Nathaniel D. Taber*

Business date signed

12/04/2025

**Recipient signature**

Recipient name

Recipient signature

Recipient date signed

Finish & send