



TCPDC

TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION

607.687.8260 | www.tiogacountyny.com | 56 Main St. Owego NY 13827

**Tioga County Property Development Corporation
Special Board of Directors
Wednesday, June 25, 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, S. Yetter, J. Case, L. Pelotte, J. Whitmore
 - b. Invited Guests: S. Zubalsky-Peer
3. Old Business
 - a. Project Updates
 - i. 81 North
 - ii. 121 Providence
4. New Business
 - a. Community Foundation of South Central NY- Women's Fund
 - b. Board Meeting Schedule
 - c. Project Review Committee(s)
 - d. RFPs- Review Committee
 - e. Property Acquisition Negotiation
 - f. 247 Main- Engineer Negotiation
5. Chairman's Remarks
6. Adjournment

A PARTNER OF

TEAM TIOGA

DRAFT

Tioga County Property Development Corporation

Project Review Committee Charter

This Project Review Committee Charter was adopted by the Board of Directors of the Tioga County Property Development Corporation (“TCPDC”), a public benefit corporation, established under the laws of the State of New York on the [DATE].

1. CHARTER

This charter governs the operations of the Project Review Committee (the “Committee”) established by the Board of Directors (the “Board”) of the Tioga County Property Development Corporation. As specified in [enter section here] of the Bylaws, the Committee is established to advise the Board, and the scope of their authority shall be as stated in the Purpose below. The Committee shall be responsible for carrying out the duties and responsibilities which have been established by the Board and will not take action which exceeds its responsibilities. The Committee shall operate in accordance with any terms, limitations, or rules adopted by the Board of Directors. The Board shall review and reassess this Charter and the Committee’s effectiveness and revise the charter periodically.

2. PURPOSE

The main purpose of the Project Review Committee is to review on behalf of the Board of the Property Development Corporation with regard to specific design matters at critical points of project development (initial project concept and upon draft design of the construction plans). The Committee will provide an update and recommendation to the Board at regular Board meetings in regard to these critical points in project development/design.

3. COMPOSITION

The Project Review Committee shall be a committee consisting entirely of independent members, who shall be elected by plurality of the votes cast by the members of the TCPDC at each Annual Meeting and shall serve until the next Annual Meeting. The Project Review Committee shall consist of the Executive Administrator, Construction Manager, Professional Design Consultant, Chairperson, as Chair, and one (1) other director nominated by the Chair and confirmed by the Board. To the

extent practicable, committee members should be familiar with construction practices.

Committee members shall be prohibited from being an employee of the TCPDC or an immediate family member of an employee of the corporation. In addition, Project Review Committee members shall not engage in any private business transactions with the TCPDC or receive compensation from any private entity that has material business relationships with the TCPDC, or be an immediate family member of an individual that engages in private business transactions with the TCPDC or receives compensation from an entity that has material business relationships with the TCPDC.

The Board may, at any time, remove a member of the committee.

4. MEETINGS

Meetings will occur on an as-needed basis to review projects as they arise. Meetings will take place at two critical points in project development: 1) upon initial project conception; and 2) upon the initial draft floorplans.

Members of the Committee are expected to attend each committee meeting, in person or via telephone or videoconference. The Project Review Committee may invite other individuals, such as code enforcement, consultants, or other technical experts to attend meetings and provide pertinent information, as necessary. A majority of the Committee Members presents or participating through telephone or videoconference shall constitute a quorum.

Meeting agendas will be prepared for every meeting and provided to the Committee members along with briefing materials 5 business days before the scheduled Project Review Committee meeting. The Committee will act only on the affirmative vote of a majority of the members at a meeting or by unanimous consent. Minutes of these meetings will be recorded.

5. REMUNERATION

No remuneration is paid to members for their responsibilities as members of this Committee.

6. RESPONSIBILITIES

Members of the Committee acknowledge that they have read and understood and agree to abide by the Tioga County Property Development Corporation Code of Conduct.

The following duties and responsibilities shall apply to this Committee:

- Review proposed project concepts at the time of property acquisition based on summary information provided to committee members by the Executive Administrator
- Ask questions as to recommended choices; discuss on behalf of the Board with any contracted professional consultants
- Bring forth any ideas or concerns related to properties
- Make recommendations to the Board related to proposed projects
- Review initial/draft drawings and report back to the Board
- The Chair of the Committee (or their representative) shall attend the Board meetings to answer questions related to the Committee's activities, if requested on the agenda. The chair will be responsible for reporting to the Board any actional items which involve the decision of the Board after each Committee meeting.
- Conduct an annual self-evaluation of its performance, including its effectiveness and compliance with the Charter and request Board approval for proposed changes.

The Tioga County Property Development Corporation will ensure that the Project Review Committee has sufficient resources to carry out its duties.

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Follow Up

C. ★ Public Profile

Women's Home Maintenance Construction Skills Course
Process: Women's Fund 2025

Contact Info

Request

Documents 0

Applicant:
Sara Zubalsky-Peer
zubalsky-peers@tiogacountyny.gov
607-687-8266
56 Main Street
Owego, NY 13827

Organization:
Tioga County Property Development Corporation
82-0986791
607-687-8266
56 Main Street
Owego, NY 13827

Contact Email History

LOI

Application

Follow Up

FollowUp Packet

Question List

Due by 08/29/2025.

Fields with an asterisk (*) are required.

▼ Community Foundation Grant Agreement

****THIS IS NOT A CONTRACT****

Grant Id

31081

https://www.grantinterface.com/Request/Submission/FollowUp?request=14231863&submission=47771791&atRequestTabs=ContactTab

1/5

Project Name*

Name of Project.

Women's Home Maintenance Construction Skills Course

Amount Awarded

\$ 8,000.00

Grant Start Date

06/18/2025

Grant End Date

06/18/2026

Funding Source

Which fund(s) is the award coming from? This will appear on the agreement so make sure that the full and correct name of the fund(s) is entered.

Women's Fund

237 characters left of 250

SPECIAL CONDITIONS

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PURPOSE: The grant shall be used solely for the purpose stated, and shall be so designated on your organization's financial records. No part of the funds shall be used:

- To lobby or otherwise attempt to influence legislation.
- To influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office.

BUDGET AND FINANCE: The grant award is based on the project budget that was submitted with your organization's proposal. Grant funds may not be used to reimburse an organization for costs that were incurred prior to the date the grant was awarded. No changes may be made in budgetary allocations of the grant award without the Foundation's written approval. Any portion of the grant funds not expended as stated in the project budget will be returned to the Community Foundation at the completion of the project or end of the grant period. The Foundation may rescind any unpaid grant funds remaining at the end of the grant period or at the time a final Request for Payment is approved.

PAYMENT: An electronically signed copy of this grant agreement must be submitted prior to any payment. Payment must be requested in writing on a "Request for Payment" form, downloadable from the "Forms and Guidelines" section of the Foundation's web site (www.donorswhocare.org). Grantees should take note on the form of the bulleted points which detail the financial and narrative information which must be provided by the organization prior to the release of any payment. Partial grant payments may be requested with a minimum amount of \$250.00. Grant funds must be requested before the end of the grant period, unless prior arrangements have been made with the Foundation's Program Officer.

REPORTING: Report reminders specific to your project will automatically be sent to you via your on-line account. The specific forms will also be sent automatically.

PROJECT MONITORING AND REVIEW: The Community Foundation may monitor and conduct an evaluation of operations related to this grant. Such evaluation may include visits from Foundation personnel to observe your project, and to discuss the project with your personnel. This evaluation may also include a review of financial and other records related to activities funded by this grant. Your organization, therefore, agrees to make such records available to authorized representatives of the Foundation.

PUBLICITY AND ACKNOWLEDGMENT: Press releases, funding credits, and other publicity material which mention the Community Foundation must be submitted to the Program Officer (stacym@donorswhocare.org) for approval of Foundation-related information before release. Funding credits (e.g. when grant funds are used for such items as printed materials, books, or restorations) should include the following language: "The _____ project was made possible by

a grant from the _____ Fund of the Community Foundation for South Central New York”.

INDEMNIFICATION: THIS IS NOT A CONTRACT. The project, funded in part by this grant, is not a project of the Community Foundation, and nothing in this grant shall be construed as to make you and the Community Foundation members of a joint venture or partners. By accepting this grant, you agree to indemnify and hold the Community Foundation for South Central New York harmless from any and all damages and costs resulting from a contrary construction of our relationship.

“[Fiscal sponsor/grantee] shall defend, indemnify, protect and hold harmless Community Foundation, and Community Foundation’s agents, directors, employees, representatives, successors, assigns, contractors or anyone claiming under Community Foundation from and against all claims, demands, liabilities, losses, damages, costs (including, without limitation, reasonable attorneys’ fees) and expenses suffered or incurred by Community Foundation as a result of or arising out of: (a) any acts, omissions, negligence or default of [fiscal sponsor/grantee] and/or [fiscal sponsor’s/grantee’s] affiliates, partners, directors, members, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under [fiscal sponsor/grantee]; or (b) a breach of this Agreement by [fiscal sponsor and/or grantee] that remains uncured after any applicable notice and cure period; (c) any matter arising out of, in connection with, or related to the grant made pursuant to this Agreement.

IN NO EVENT SHALL COMMUNITY FOUNDATION BE LIABLE UNDER THIS AGREEMENT TO [FISCAL SPONSOR/GRANTEE] FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE DAMAGE TO GOODWILL OR REPUTATION, REGARDLESS WHETHER SUCH LIABILITY IS BASED ON BREACH OF AGREEMENT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THAT SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THIS LIMITATION OF LIABILITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

“No employee of [Fiscal sponsor or grantee] shall be considered employees of Community Foundation for any purpose. Employees of [fiscal sponsor or grantee] shall not be entitled to any benefits that Community Foundation provides its employees. All required workers compensation coverage must be provided by [fiscal sponsor/grantee]” This Indemnification shall survive the termination of this Agreement.

1.The Foundation is to be notified in writing when the project director or key person for any reason is no longer working with the project. Such notification should include the organization’s plan for filling the position, and a statement of expected impact upon the project, including changes in the timeline and/or budget. Upon a change in key personnel for the project, the Foundation reserves the right to review the grant, and to determine whether or not to withhold remaining payments.

2.In the unlikely event that your organization should fail to abide by the terms set forth in this agreement, the Community Foundation may terminate the grant, upon written notice to your organization. Your organization would then be required to return to the Foundation any portion of the grant funds, including interest earned, spent for purposes not specified in this agreement or not

otherwise approved by the Foundation.

By countersigning this agreement, your organization also agrees that:

- Your organization's charitable tax exempt status under the Internal Revenue Service has not been revoked or modified, and that if it is revoked or modified, you agree to notify the Foundation immediately.
- The Community Foundation assumes no obligation to provide other or additional support.


Do you agree to the above terms?*


- ☐ I agree
- ☐ I disagree

Electronic Signature of Board Officer or Executive Director*

Title of individual electronically signing.*

Electronic Signature Date*

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 Due by 08/29/2025.

Save Follow Up

Submit Follow Up