



TCPDC

TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION

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

**Tioga County Property Development Corporation
Regular Board of Directors
Wednesday, July 22, 2026, 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: M. Baratta, H. Murray, J. Case, L. Pelotte, J. Whitmore, R. Bunce, C. Shaver
 - b. Invited Guests: S. Zubalsky-Peer, T. Patton, L. Williams
3. Old Business
 - a. Approval of Minutes from Regular Board Meeting June 24, 2026.
 - b. Acceptance of Financial Reports through May 2026.
 - c. Project Updates
 - i. 121 Providence Street
 1. Listing Price
 2. Deed restriction discussion
 - ii. 247 Main Street
 1. Change order 1 & 2- LCP Group, Inc.
 2. General Contractor Bids
 3. Additional L2 proposal
 4. Brush Removal Quote- Scott's Lawn & Landscape Care
 - iii. 62-64 North Avenue
 - iv. 39 Railroad Avenue
 - v. 81 Hickories Park Road
 1. Draft RFEI
 - vi. 115 Chestnut & 94 Spencer
 1. Plan for properties
 2. Budget Fence proposal
 3. CRC estimates for clean-up
 - vii. 48-50 Lake Street
 1. L2 proposal for design services
 2. O'Rourke proposal for asbestos testing for roof
 3. ESD Regional Council Capital Fund Program
4. New Business
 - a. Standard Operating Procedure – Invoice Processing and Checks Disbursement

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- i. TSB General Checking and 81 North Avenue account authorizations
 - b. Standard Operating Procedure – Credit Card Purchases
 - i. Corporate credit card authorizations
 - c. New bank account authorization for VRP grant program
 - d. 48-50 Mural Painting- Historic Owego Marketplace
5. Chairman's Remarks
 6. Adjournment



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DRAFT

**Tioga County Property Development Corporation
Regular Board of Directors
Wednesday, June 24th, 2026, at 4:00 PM
Ronald E. Dougherty County Office Building
56 Main Street, Owego, NY 13827
Economic Development Conference Room #109**

Minutes

1. Call to Order: 4:01 PM
2. Attendance
 - a. Roll Call: H. Murray, J. Case, J. Whitmore, R. Bunce, C. Shaver
 - b. Excused: L. Pelotte,
 - c. Absent: M. Baratta
 - d. Invited Guests: S. Zubalsky-Peer, T. Patton, L. Williams, M. Freeze
3. Old Business
 - a. Approval of Minutes from Regular Board Meeting May 27th, 2026

Motion to approve Regular Board Meeting Minutes for May 22, 2026, as written (J. Whitmore, J. Case)

**Aye: 5 Abstain: 0
Nay: 0 Carried**

- b. Acceptance of Financial Reports through April 2026

Motion to approve Financial Statements for April 2026, as written (R. Bunce, J. Whitmore)

**Aye: 5 Abstain: 0
Nay: 0 Carried**

- c. Project Updates

- i. 81 North Ave- Due to applicants that were selected for tenancy backing out, the tenant review committee chose another candidate for the second-floor unit. The new tenant was informed of selection and is scheduled to move into the unit July 1, 2026. The first-floor tenant has brought awareness of a water leak in the back entrance to the building when it rains. Maintenance was sent to the location and performed flashing work and recommended a roof on top of the entrance to prevent this issue. Currently waiting for rain to see if the flashing work will suffice or placing a roof is needed. All maintenance requests are being tracked in the tenant cloud software, and it is working very well. The washing machine in the third-floor unit has been replaced due to being under warranty.

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The property is currently enrolled in the 485b program, but an estimated tax amount for the year was not provided at this time. The Board confirmed that the numbers were not given at the time, S. Zubalsky-Peer is waiting for those numbers to share with the Board. The numbers will be different than expected due to being enrolled in the 485b program. The board then questioned what the 485b program was, and it was explained as a program to help ease them into paying the taxes over a 10-year period due to a higher tax based on the new assessment from all the updates that were put into the building.

- ii. 121 Providence- This location is finished and the next steps are signing a realtor to sell the house. S. Zubalsky-Peer and T. Patton met with two realtors and are recommending one for the property. References were called for both realtors and Suzi Powers is more familiar with the Waverly area. The commission is at 6% and the boards agreed to have S. Powers make a recommendation on a listing price and sell the property. Professional pictures of the property are set to take place once a certificate of occupancy is awarded. The board plans on touring the location as well.
- iii. 247 Main- A meeting between the Land Bank staff, L2 Architects, LCP group and Construction Management Associates was held to discuss the design details for the property regarding the demolition process. The demolition group, LCP, will be constructing a foundation wall following the demolition of the back portion of the building. This is a cost-saving decision that will maintain smooth workflow and keep the project on schedule. Another meeting was held the morning of the Board meeting to finalize the foundation wall plans. All parties involved are all set to begin the process of demolition and construction of a foundation wall. L2 will be sending S. Zubalsky-Peer the new design documents for the bid portion, taking out the construction of the wall due to LCP constructing this wall. Bid pricing for LCP could change due to the interior. The board questioned how close the bidding was for the project, and it was confirmed the LCP group was the only bidder. Bids for construction will be sent out later in the week. Per last meeting's conversation, a comparison cost of wood and vinyl was presented to the board. S. Zubalsky-Peer stated she reached out to the OHPC regarding the public hearing that was held regarding the materials that can be used. Once the bids for construction come out, S. Zubalsky-Peer will follow up. The board reconfirmed LCP being the only bidders for demolition and the renovation bids have not been put out yet. They discussed the material issues presented at the last meeting. H. Murray asked if OHPC was having a meeting regarding the feasibility of using vinyl for the construction and would let the Land Bank know if they could use that instead of composite. S. Zubalsky-Peer confirmed that was the plan and there may be a certificate of appropriateness that needs to be updated to allow the vinyl to be used in place of the composite. H. Murray questioned whether there was a price threshold, or if it was subjective. S. Zubalsky-Peer confirmed it was subjective to the OPHC as they deemed necessary. H. Murray question on the bids for renovations and whether they will wait to send out bids until the OPHC reaches out with the answer to which material needs to be used. S. Zubalsky-Peer stated they will send the bids out first so they can have the actual numbers to show OPHC. It was confirmed that the new bids will be due back by the next board meeting for the renovation portion.
- iv. 62-64 North- S. Zubalsky-Peer has been doing direct outreach to two contractors for the property. One has stopped responding and assumes that one is uninterested in going further in the process. The other contractor had met with S. Zubalsky-Peer to go over the plans. The contractor has reached out with questions that were passed along to the owner. They would like to do a site visit before submitting a bid price. Coordination will take place to ensure this happens. It is assumed he will be the only bidder for this

project and if the bid is reasonable, the project will move forward in developing the residential units. H. Murray questioned the owners' other properties and asked if they were up to code. S. Zubalsky-Peer stated those are scheduled to be resolved July 13. It was noted that before work on this property can begin, the other properties need to be up to code. J. Whitmore questioned the issues that the first floor had and asked if it was resolved. S. Zubalsky-Peer stated that was fixed.

- v. 39 Railroad Ave- One bid was received for the demolition of the property for \$26,000. There were small amounts of asbestos found in the shed and roof of the property. S. Zubalsky-Peer believes this is a good price for demolition. J. Whitmore asked if the town of Berkshire was going to be helping pay some of the costs. H. Murray stated they were to provide in-kind labor. S. Zubalsky-Peer explained due to liability and insurance purposes; it was easier to hire someone to do the demolition than allow someone on the property for the in-kind services. The board concurred this was understood.

Motion to award the demolition bid for 39 Railroad Ave to LCP for \$26,000. (J. Whitmore, R. Bunce)

**Aye: 5 Abstain: 0
Nay: 0 Carried**

- vi. 81 Hickories Park Road- S. Zubalsky-Peer states she will get a draft of a generic RFP to see if anyone is interested in the property for the next meeting. The childcare company that expressed interest is no longer interested. The building is demolished and cleaned up. H. Murray asked how they advertise the RFPs. S. Zubalsky-Peer stated they send them to newspapers, online platforms and by reaching out to developers directly. The board brought up the potential of this property and its flexibility due to its zoning.
- vii. 115 Chestnut & 94 Spencer- S. Zubalsky-Peer reached out to surrounding Land Banks and they could not offer suggestions other than fencing the property after paying to get the area cleaned. T. Patton reached out to multiple fencing companies for quotes. S. Zubalsky-Peer reached out to the Owego Police Chief but has not gotten a response yet. Mic from Code Enforcement reached out regarding the "no trespassing" signs being taken down at Chestnut Street. He stated the people should be arrested for trespassing. S. Zubalsky-Peer believes the property should be cleaned up and then fencing be installed. The condition of the property is going to get worse and currently there is no viable use for the property. Neighbors are reaching out regarding rats being found on the property from all the garbage. H. Murray started driving by the property, and it is a hole in the ground that cannot be redeveloped. The suggestion of storm water or urban forest was discussed. Soil and Water was contacted, and it was found that there is a grant to urban tree areas and has some trees that need to be planted. It was agreed that if the urban forest came to fruition, there is still a need for fencing to ensure the trees survive. S. Zubalsky-Peer stated Cornell has a master gardener program that is currently looking for land to do this type of thing. The idea of donation the land to become financially and liability free. The board liked the idea of planting trees, but ultimately believes the property needs to be cleaned up and fenced in to prevent further liability issues from arising.
The Spencer Ave property currently has derby cars placed on the property. The owner of the car received a letter stating the date on which the cars needed to be removed before they were towed. H. Murray brought up a voicemail that was received regarding the unregulated use of this property and the demo cars being used. S. Zubalsky-Peer suggested for Chestnut St having the police deliver letters to neighbors to have their stuff removed by a certain date or it will be thrown in the trash. H. Murray questioned if

the cleaning up will be a bid. S. Zubalsky-Peer stated it will be a bid. The board questioned if the quotes for the fencing were for the whole property or just parts of it. S. Zubalsky-Peer stated the Chestnut property is for the whole property and the Spencer property has a retaining wall that wouldn't require fencing. The board asked about funding the fence and due to it not being built into the project budget, S. Zubalsky-Peer needed to get confirmation to use under the capital funds, because it is not eligible under LBI funding due to ground disturbance and environmental review needed. ARPA funds are currently unrestricted and would be the easiest to use for this project. The board then discussed the quotes received from Budget Fence and Whitmore Fence. Whitmore gave a full proposal, and Budget said the pricing is subject to change due to the terrain but said \$9,500-\$10,000. The size of the fence was discussed, and it was observed that the 5 foot is the measurements for both quotes. The Spencer property not being completely fenced was discussed. The board asked if that would be sufficient in keeping people/objects off the property. S. Zubalsky-Peer suggested reaching out to get quotes for the whole lot but stated not doing the front in case redevelopment happens. The board discussed the means in which the fence will be placed and possibly putting a temporary fence. It was concluded that the temporary fence wouldn't keep the lot cleaned out. The board noted the fences would be placed 3 feet underground, but they were unsure if it would be concrete. The board asked if underground surveys were completed and S. Zubalsky-Peer is going to follow up with that. The board discussed if the fencing needed to be permanent. S. Zubalsky-Peer stated doing a permanent fence because the tree forest may not happen. It was also brought up that the trees would need support until they were stable enough and not able to be mowed down. H. Murray suggested fencing without footers and expressed concern with only installing fencing on one side of the Spencer property. S. Zubalsky-Peer stated after the previous years' conversation on fencing these properties, the board stated the cost was too high and cost saving tactics were implemented for this year. S. Zubalsky-Peer will reach out to get the pricing for the full perimeter. J. Whitmore agreed that the cost is going to be high, but the liability concerns would be eliminated. The board agreed that the fence was needed. The board also agreed that having three sides on the Spencer property due to the retaining wall would be fine. T. Patton will reach out to have a gate added to the fencing quote as well. The concern about potential redevelopment of the Spencer property was brought up. S. Zubalsky-Peer told the board they would need to get variances. The question of trying to redevelop instead of turning the lot into a tree forest. The board stated the job of the Land bank is to create housing, so if it is possible they would like to build housing. H. Murray expressed concern with selling the property due to the neighborhood. The board brought up grants to help create housing specifically for the property. The board agreed on making a motion to approve the fence installations with a gate being added at Chestnut. They wanted to get the quotes for adding 2 more sides to the Spencer property before approving installation. S. Zubalsky-Peer will follow up via email when those quotes are received. B. Woodburn said that getting the property cleaned up was more important at this time and suggested coming up with a solution now and confirming it at the next meeting. The board agreed on an email vote for the cleanup quotes.

Motion to approve contract with Whitmore fencing to install fencing at 115-117 Chestnut Street and 94-98 Spencer Avenue, contingent upon satisfactory updated pricing based on site visit and to include whole property perimeter, 6' fence height, gates, and clarification on whether fence posts will have concrete footers. (J. Whitmore, J. Case)

48-50 Lake Street-The Land Bank staff met with L2 and Construction Management Associates on location to discuss the property. LaBella has given a price for a conditions report. Nick from L2 is drafting a proposal for the roof replacement and is scheduled to meet on location with a mason to receive their input on the work that must be done in part with the roof work including the parapet replacement and façade inspection. H. Murray questioned reaching out to other masons to get their opinions as well. S. Zubalsky-Peer stated L2 is drafting a proposal on the drawings and specifications, so they can make comparisons. Construction Management Associates provided a rough cost estimate for the first-floor space. S. Zubalsky-Peer informed the board that asbestos testing will need to take place on the roof, and it is confirmed there is asbestos in the pipes. S. Zubalsky-Peer believes there will be asbestos in the roof membrane. A quote for just the roof is being drafted by Steve Tiffany, once that is received it will be passed along to the board members. H. Murray question if encapsulating was an option but S. Zubalsky-Peer explained due to the deterioration it must be replaced. A quote for survey and elevation certificate has been obtained by William and Edsell. T. Patton has reached out to NYSEG regarding the roof work that will be taking place. S. Zubalsky-Peer explained to the board that the ESD wants the money to go through, and it will be very close this year, although there is no official deadline. B. Woodburn told the board the team is working to get the information needed for the incentive proposal, and once this is obtained it will be shared with the board members. Project progress is currently dependent on receiving the finalized incentive proposal and no additional work can move forward. The proposal is not expected until approximately October, which would most likely push major construction into the next construction season. It was noted that the head of Empire State Development regional office is under pressure to have the funding spent, which is contributing to urgency surrounding the proposal. Depending on the inspection findings, the roof replacement is feasible to complete this year. The roof is not expected to be a significant issue, and masonry work is anticipated to be more of a challenge due to the limited availability of masons, many of whom are already booked out.

Motion to approve William & Edsall in the amount of \$2,500 for a survey and elevation certificate. (J. Whitmore, C. Shaver)

Aye: 5 Abstain: 0**Nay: 0 Carried**

4. New Business

- a. VRP- Tioga County Land Bank was awarded the Vacant Rental Improvement Program. S. Zubalsky-Peer and T. Patton have been attending the HCR required training sessions for this program. The public facing documents are being drafted and once complete they will be sent to the board to review and approve. H. Murray wanted clarification on the amount awarded and if those funds could be used for 48-50 Lake St property. S. Zubalsky-Peer said it was possible to use the funding for the property but is dependent on multiple things such as timeline for residential unit completion. The award was in total \$750,000.
- b. NYLBA Director's Symposium-S. Zubalsky-Peer attended the NYLBA Director's Symposium on June 9th. During the symposium, attendees collaborated on two primary initiatives. The first is the development of a catalog of strategies, case studies, and examples of property pipeline solutions following the Hennepin Case. The second is the creation of an interim report between editions of the "State of Land Banking" report that will focus on highlighting the impact and

successes of land banks. The report will include one-page summaries for each Land Bank to use during advocacy meetings. J. Whitmore questioned the funding, discernment date and amount awarded. S. Zubalsky- Peer stated there has been no notification on this information. The concern about the increasing number of Land Banks forming decreasing each of their funding was brought up.

5. Chairman's Remarks H. Murray questioned if a second round of women's classes were going to be held. S. Zubalsky-Peer stated they are hoping to schedule one for the fall and all the individuals on the waitlist have been informed. H. Murray also questioned the OACSD and whether it will be completed by the end of summer. S. Zubalsky-Peer states that it is the plan as of right now. The idea for the house once completed is to sell it, splitting the money with the school district and then using the portion acquired for the Land Bank into other projects. The question was brought up regarding doing this type of project on the Spencer Ave property. S. Zubalsky-Peer believes it could be an option. H. Murray also asks if a Director's Evaluation is currently due. B. Woodburn confirmed that it is coming due. The next step would be to have the Chair of the governance committee send out the evaluation form to the board members to complete. C. Shaver asked where to find the by-laws and if there is any paperwork she will need to complete as a new board member. S. Zubalsky- Peer informed C. Shaver that the by-laws are on the PDC website and there are paperwork and ABO training that needs to be completed.
6. Adjournment 5:02 PM



Proposed Change Order No. 01

Date: 07/14/2026

Sara Zubalsky-Peer
Executive Administrator
Tioga County Property Development Corporation
56 Main Street
Owego, NY 13827
Zubalsky-peers@tiogacountyny.gov
607-687-8255

RE: Proposed Change Order No. 01 – Selective Interior Demo & Salvage Within Section to Remain, New Foundation Wall

Thank you for the opportunity to submit this proposal for the selective demolition and salvaging services at 247 Main Street, Owego, NY. This Proposed Change Order (PCO) was developed based on the Lombardini + Layton Architecture drawings dated 06/25/2026. Our pricing includes all labor, materials, equipment, and insurance necessary to execute the following scope of work:

- **PCO-01-A: Selective Demo of Plaster & Drop Ceiling Within Building to Remain**
 - Selective demolish drop ceiling and grid.
 - Selectively demolish plaster ceiling and walls down to ceiling joists and wall studs. Removing all fasteners from studs.
 - Includes offsite transportation and disposal as clean C&D to a regulated landfill.
 - Assumes no work in basement or attic.
- **PCO-01-B: Selectively Remove, Salvage & Catalog All Interior Trim Within Building to Remain**
 - Selectively remove all intact interior trim in the existing building to remain from floors one and two.
 - Crown molding.
 - Base board trim
 - Stair trim
 - Window trim
 - Door trim
 - Removed materials will be cataloged and will remain neatly stockpiled onsite indoors.
 - While we will exercise due diligence to minimize damage, we cannot guarantee a specific recovery percentage.
 - Assumes no work in basement or attic.
- **PCO-01C: Install Permanent Foundation Wall**
 - Construct new cast in place concrete foundation all, per 06/25/2026 design drawings.
 - Includes 3-ft wide footer and two (2) 2-ft pilasters to enhance wall stability.
 - Caulk joint between existing stone wall and new concrete wall.
 - Removal and reinstallation of some/all of the 8x8 wood ledger beam and/or subflooring system to facilitate placement of concrete along the top of the forms for the new foundation wall.
 - Leave opening for Bilco door (door and frame to be installed by others).

Exclusions: Asbestos, PCB and/or lead based paint abatement. This proposal assumes materials to be removed are free and clear of asbestos, PCB and/or lead based paint.



The LCP Group operates with diligence, precision, and integrity. We look forward to the possibility of working with you on this project. To proceed, please return a signed copy of the **Letter of Intent (Exhibit B)**.

Respectfully,

A handwritten signature in blue ink, appearing to read "Chadd General", is written over the printed name.

Chadd General

(M) 585-545-9730

(E) cgeneral@lcpgroupinc.com

CC: Christina M. Pierce, LCP Group, Inc. (NYS WBE)



Exhibit A: Proposed Change Order Pricing

Exhibit A Bid Form: LCP Group, Inc.					
Proposed Change Order No. 01, July 14, 2026					
Bid Item	Description	Quantity	Unit	Unit Price	Total Price
1	PCO-01-A: Selective Demo of Plaster & Drop Ceiling Within Building to Remain	1	LS	\$ 43,500.00	\$ 43,500.00
2	PCO-01-B: Selectively Remove, Salvage & Catalog All Interior Trim Within Building to Remain	1	LS	\$ 26,750.00	\$ 26,750.00
3	PCO-01C: Install Permanent Foundation Wall Per 06/25/2026 Drawings, Includes 3-ft wide footer and two (2) 2-ft pilasters. Caulk joint between existing stone wall and new concrete wall. Leave opening for Bilco door (door and frame to be installed by others).	1	LS	\$ 35,975.00	\$ 35,975.00
Subtotal PCO-01					\$ 106,225.00
Credit for Contract Item 4 (Alt-01): Budget (T&M) to Install Permanent Foundation Wall Prior to Backfill Pending Final Engineered Design					\$ (23,700.00)
Net PCO-01					\$ 82,525.00
Contract Value Prior to Change Order					\$ 121,400.00
Revised Contract Value					\$ 203,925.00



Exhibit B: Signature Page

RE: Proposed Change Order No. 01 – Selective Interior Demo & Salvage Within Section to Remain, New Foundation Wall

Date of PCO: 07/14/2026

Proposal Version 1.0.

Client / Authorizing Party:

The undersigned hereby authorizes the execution of the work described in this proposal and agrees to be bound by its terms and conditions.

- Signature:
- Printed Name:
- Title:
- Company Name:
- Date:

Subcontractor:

By signing below, the authorized representative acknowledges and accepts the scope of work and terms outlined in this proposal.

- Signature:
- Printed Name:
- Title:
- Company Name: LCP Group, Inc.
- Date:

247 Main Street Bid Tab
July 20th, 2026 2:00pm

Bidder	Base Bid	Alt 01 Hardwood flooring	Alt 02 Hardiwood Siding	Alt 03 Selective Interior Demo
Clearview Door & Window	\$619,300	\$18,000	\$38,000	\$43,500
Measure Twice Construction, LLC	\$650,000	\$25,000	\$55,000	\$52,000
Tokos Construction	No Bid			
First General Construction	No Bid			
LCP Group, Inc.				\$70,250

Invoice



Attn: Sara Zubalsky-Peer
Tioga County Department of Economic
Development & Planning
56 Main Street | Owego, NY 13827
(e) zubalsky-peers@tiogacountyny.gov
(p) 845-527-8334

Invoice Date: July 17, 2026

Invoice No. 25.024.03

Billing From: December 13, 2025

Billing To: July 9, 2026

247 Main Street | Owego, NY 13827

Contract Type: Fixed Fee + Expenses

Basic Services

Phase	Contract Amount	% Complete	Previous Billing	Current Billing
Survey	\$1,800.00	100%	<i>\$1,800.00</i>	\$0.00
Schematic Design	\$36,000.00	100%	<i>\$36,000.00</i>	\$0.00
Construction Documents	\$30,000.00	100%	<i>\$25,514.00</i>	\$4,486.00
Demo Bid Package 01 (01/15/2026 – 06/29/2026)	Hourly	N/A	<i>\$0.00</i>	\$7,090.00
Total Contract	\$67,800.00		<i>\$63,314.00</i>	\$11,576.00

Reimbursable Expenses

Date	Category	Description	Amount
01/27/2026	Reprographics	Dataflow	\$161.41
05/07/2026	Reprographics	Dataflow	\$17.99
07/09/2026	Reprographics	Dataflow	\$127.63
07/13/2026	Reprographics	Dataflow	\$255.26
		Total Expenses	\$ 562.29

Total Due Current Billing:	\$12,138.29
Previous Outstanding Balance:	\$0.00

Amount Due This Invoice: \$12,138.29

Please make payment payable to: L2studio architecture

L2studio Hourly Fee Log (247 Main Street, Owego NY) Demo Bid Package 01
01/15/2026 - 06/29/2026

Date	Description	Staff Level	Hours	Rate	Total
1/15/2026	Initial planning and schematic design for demolition drawing package	Corey Layton	6.00	\$140.00	\$840.00
1/27/2026	Meeting with Sara, Shelia and Corey to review demo bid package	Mick Lombardini	1.00	\$180.00	\$180.00
1/29/2026	Set up sheets & adjusted phase settings to show demolation	Karissa Decosse	2.00	\$110.00	\$220.00
1/30/2026	Sheet clean-up	Karissa Decosse	1.00	\$110.00	\$110.00
2/3/2026	Adjusted phase settings for floor plans, elevations, and 3D views to show proper demolition for Bid Package 01. Added annotations and dimensions as needed. Cleaned up sheet set.	Karissa Decosse	4.00	\$110.00	\$440.00
2/3/2026	design development internal progress review & revisions to Drawings	Corey Layton	4.00	\$140.00	\$560.00
2/4/2026	Added wall section detail, existing photos, and annotations.	Karissa Decosse	2.00	\$110.00	\$220.00
2/13/2026	final review of Drawings, minor revisions, and issue for Bids	Corey Layton	4.00	\$140.00	\$560.00
3/31/2026	Issue of Demolition Drawings Package for Bidding	Corey Layton	4.00	\$140.00	\$560.00
5/1/2026	Demo Scope strategy discussion w/ S.Zubalsky	Corey Layton	1.00	\$140.00	\$140.00
5/1/2026	Address questions submitted by Bidders (LCP, Gorick)	Corey Layton	1.00	\$140.00	\$140.00
6/11/2026	Meeting w/ LCP & Shelia, and S.Zabulsky (Land Bank offices)	Corey Layton	3.00	\$140.00	\$420.00
6/16/2026	Revised Bid Package No. 01 (Demolition) to include foundation work on the North side of the residence. Revised graphics, notes, and specifications to align with work to be completed by contractor in this phase. Added detail section for new foundation wall & Bilco access door/enclosure. Reviewed changes with CL.	Karissa Decosse	6.00	\$110.00	\$660.00
6/17/2026	Created the Foundation Wall Joint Detail & small revisions.	Karissa Decosse	2.00	\$110.00	\$220.00
6/17/2026	Re-issue of Demo Drawing Package, for bidding (r.01)	Corey Layton	4.00	\$140.00	\$560.00
6/18/2026	Address questions submitted by Bidders (LCP)	Corey Layton	1.00	\$140.00	\$140.00
6/24/2026	On-site meeting w/ LCP (Larry & Christina)	Corey Layton	3.00	\$140.00	\$420.00
6/25/2026	Discussion version of Bid Drawings, and re-issue proper set to S.Zubalsky. Re-issue of Demo Drawing Package, for bidding (r.02)	Corey Layton	3.00	\$140.00	\$420.00
6/29/2026	re-design of new foundation wall, based upon LCP's input.	Corey Layton	2.00	\$140.00	\$280.00
					\$0.00
Total			54.00		\$7,090.00



June 17, 2025

Tioga County Department of Economic Development and Planning
Sara Zubalsky-Peer, Economic Development Specialist
56 Main Street
Owego, NY 13827
e: zubalsky-peers@tiogacountyny.gov
p: 845-527-8334

Re: 247 Main Street | Owego, NY 13827

Dear Sara,

Please find the enclosed Architectural and Engineering Services Agreement, which outlines our proposed services and associated fee.

We are pleased to offer our services, and feel confident that we can provide you with a timely solution that fits your needs and meets your schedule. Our approach is one of collaboration and communication, and we strive to work closely with our clients to arrive at the best possible design solution that meets their functional and aesthetic goals, while staying within the project budget criteria.

If you have any questions related to this attached agreement, please don't hesitate to contact me at your convenience.

Thank you again for the opportunity to work with you on this project.

Best Regards,

Michael A. Lombardini, RA
Founding Partner

01 Project Description

01.1.1 Tioga County Department of Economic Development and Planning (Client) has approached L2studio architecture to provide Architectural and Engineering Design Services to complete a renovation project located at 247 Main Street | Owego, NY 13827. The Architect has proposed to organized the project services into three phases:

- (1) Schematic Design (SD)
- (2) Construction Documents (CD)
- (3) Construction Support (CP)

01.1.2 The Client plans to renovate the existing two-story federalist architectural style single family residence located at 247 Main Street | Owego, NY. The scope of the project includes a complete exterior and interior restoration and renovation focusing on the following primary areas:

- (1) The rear sections of the residence are in poor condition and are recommended for demolition.
- (2) First Floor Level:
 - (a) Living Room, Dining Room, new kitchen, parlor, front porch restoration, new exterior rear entrance porch.
- (3) Second Floor Level:
 - (a) Bedroom(s), Bathroom(s) and Hallways.
- (4) Exterior Restoration/ Renovation
 - (a) Siding, windows, doors, roofing, fascia and soffit, down spouts and gutters and restoration of decorative elements.



01.1.3 The development of a multi-family dwelling unit may be considered additional service. This should be reviewed and confirmed with the client during the Schematic Design Phase.

- (1) This will create additional design layout configurations, meetings with the client and correspondence with the local AHJ.
- (2) Code compliance review and documentation
 - (a) Dwelling unit fire-rated separation, egress requirements, fire detection system, utility and equipment separation (Example: water, natural gas and electric)
- (3) Village of Owego Planning Board, ZBA and Architectural Review Board meetings.

01.1.4 The schedule desired by the client was briefly discussed. The architect plans to kickstart the project in the summer (July) of 2025. The Architect has drafted a tentative schedule below. Keep in mind that modifications to the schedule may be required based on approvals from the client and local Authority Having Jurisdiction (AHJ).

01.1.5 The Client has stated the construction budget for the project is approximately \$850,000. The final cost will primarily depend on factors such as the scope of work, design complexity, the quality of materials and finishes chosen by the client, and the requirements for architectural, structural, mechanical, electrical and plumbing systems. Throughout the process, the architect will collaborate closely with the client, anticipating multiple meetings and minor design revisions to finalize the project's scope and establish a construction budget.

02 Proposed Services

This agreement is to propose Professional Services for Architectural, Structural, Mechanical, Electrical, Plumbing disciplines.

02.1 Schematic Design (SD) Phase:

02.1.1 The Architect shall serve as primary point of contact with the Client.

02.1.2 The Architect shall survey the existing building and prepare Record Drawings to form a basis from which to prepare the proposed design. The existing conditions will be documented in Autodesk REVIT v.2024 software. The Client shall provide the Architect with existing PDF drawings of the building to complete this task.

- (1) Architectural Scope: Document existing exterior and interior walls, floors, roof, stairs, windows, doors, ceilings, casework.
- (2) Structural Scope: Document existing foundation walls, first floor, Second Floor, roof structure, beams and columns.
- (3) MEP Scope: Document existing mechanical, electrical and plumbing systems, (if applicable).
- (4) The Architect has budgeted a total of (2) visits to the site as required to complete this phase.
- (5) The Client will grant access to the site and building to complete this phase

02.1.3 The program and scope of work will be developed with the Client, interpreted by the Architect, and incorporated into a cohesive design solution that meets with the Client's approval.

- (1) The Architect will develop comprehensive drawings and 3D visualizations to effectively communicate the design concept to the Client. The design and execution will be presented through schematic-level drawings.
- (2) During the schematic design phase, minor design revisions are anticipated. This agreement includes one (1) design revision, totaling 10 hours, to be completed at the end of the Schematic Design Phase. Any further scope changes or design adjustments beyond this will be considered Additional Services and billed separately.

02.1.4 The Architect shall layout items such as; plumbing fixtures, light fixtures, cabinetry/ casework, equipment and furniture for general planning/coordination purposes only. The Client will be responsible to select Furniture, Fixtures & Equipment (FFE) including: manufacturer make/model, color, pattern, texture, and/or finish.

02.1.5 The Architect will conduct a thorough building code review, and ensure the proposed Design is in compliance; specific to the building type. All design and documentation are to comply with applicable State/Local zoning laws and the current International Building Code (IBC). This may include:

- (1) 2020 Residential Building Code of New York State
- (2) 2020 Mechanical and Plumbing Code of New York State
- (3) The National Electric Code (NEC)
- (4) 2020 Energy Conservation Construction Code of New York State

02.1.6 Planning Board, Architectural Review Board, and SHPO agencies:

- (1) The Architect shall prepare and submit all required applications and supporting documentation to the Village of Owego Planning Board, ZBA and Architectural Review Board.
 - (a) This may include: Letter of Intent, Applications, Short Environmental Assessment Form, Site plan Diagrams, floor plans and exterior elevations.
- (2) The Architect shall serve as the Client's representative in all related meetings.

- (3) The Architect shall assist the Client by preparing and providing the necessary documentation for submission to the State Historic Preservation Office (SHPO) for review and approval.

02.1.7 Upon completion of the Schematic Design phase, the Architect, will perform a cost analysis.

- (1) A Draft Cost analysis will be prepared in CSI format with supporting details and presented to the client for review and approval.
- (2) Any modifications to the scope or design after the cost analysis has been finalized will be considered Additional Services and billed accordingly.

02.2 Construction Document (CD) Phase:

02.2.1 The Construction Documents Phase shall commence immediately upon the Client's Notice to Proceed after conclusion of the Schematic Design Phase.

02.2.2 During the Construction Document Phase, the approved schematic design and scope of work will be further developed and documented to a level suitable for contractor bidding, construction, and building permit procurement purposes. These Documents shall bear the professional seal and signature of the Architect and the Architect's Consultants.

- (1) Building Permit Procurement: The Client and/or Contractor is responsible for obtaining a Building Permit.

02.2.3 The findings of the building code analysis conducted during the schematic design phase will be documented to support the building permit application. This may include:

- (1) Floor Plan diagrams, notes and details, etc.
- (2) The Architect will include diagrams to show and/or indicate fire separation assemblies, as required to illustrate the details of fire rated construction components.

02.2.4 The 2020 Energy Conservation Construction Code of New York State establishes mandatory standards for energy efficiency in buildings to reduce energy consumption.

- (1) The Architect will design the project by integrating the prescriptive method for the building envelope.

02.2.5 Exterior design restoration/ renovation may include the following:

- (a) Selecting exterior paint colors
- (b) Siding and trim (size and profile)
- (c) Door and Window types (make, manufacture and style)
- (d) Roofing and flashing materials
- (e) Gutter and downspout colors and profile
- (f) Exterior lighting selection
- (g) Exterior decorative details (railing, fascia/soffit, cornice, columns, frieze board, decorative brackets, dentil bands, etc.)

02.2.6 The architectural documents package shall include:

- (1) Drawings, Diagrams, specifications and/or Narratives; as required to convey design intent. The format and media of the drawings are determined at the architect's discretion. We typically prepare our documents using a 24" x 36" title block; however, for smaller projects, we may issue drawings in an 11" x 17" format when appropriate.
- (2) For a project of this size and scope, a full project manual is not necessary. Instead, the Architect plans to incorporate general specifications directly within the drawings to enhance clarity and ensure coordination with the General Contractor. The Architect will provide a bid

form, the instructions to bidders, and advertisement language to the Client to assist with Contractor Bidding.

- (3) The list of drawings provided in this section represents the typical documentation we include. Most Authorities Having Jurisdiction (AHJs) require a site plan, floor plans, elevations, building sections, and various detailed drawings. In practice, we often go above and beyond these minimum requirements, including additional drawings to help ensure the AHJ and contractors have a clear understanding of the full scope of work.
 - (a) Drawings may include: Cover sheet, site diagram, life safety code plan, floor plan(s), roof plan, exterior elevation(s), building section(s), wall section(s), reflected ceiling plan(s), interior elevation(s), casework details, schedules, details and notes.

02.2.7 Structural Design:

- (1) The existing building's structural systems appear to be in good condition. The Structural engineer will conduct a review and assessment of the foundations and framing.
- (2) Substantial upgrades will be necessary to the existing first floor structure, including supporting beams and columns. New beams/ columns may be introduced to transfer loads from the first floor to the footing/ foundation system in the basement.
 - (a) Additional footings may be necessary to support both existing and newly introduced structural elements.
- (3) Design appropriate column, header, and beam sizes at locations where openings are removed, ensuring support for intermediate bearing walls, floor systems, and roof structures.
- (4) Design concrete footings within the basement/ crawl space to carry new beam and column loads from above.
- (5) Provide miscellaneous framing elements necessary to support the structural integrity of the overall project.
- (6) All relevant specifications, construction details, and structural notes will be included in the project drawings.

02.2.8 Mechanical (HVAC) design:

- (1) Thermal heating and cooling equipment.
 - (a) Mechanical Unit: 95% efficient, two stage, variable speed, natural gas fired unit with cooling coil. External condensing unit, refrigerant lines, insulation, piping and electrical connections will be installed by Others.
 - (b) New mechanical equipment will be connected to existing gas meter.
 - (c) Supply and return ductwork, gas lines, condensation drain lines, electrical connections and associated components.
 - (d) Floor, wall and ceiling supply and return diffusers
- (2) Exhaust systems and associated piping and duct work for mechanical equipment, kitchen hood, bathroom exhaust(s) and dryer vent will be provided.

02.2.9 Electrical design:

- (1) New 200amp electrical service connection to the building.
- (2) Design of electric power distribution to mechanical equipment, lighting, power receptacles, controls, kitchen equipment, laundry equipment and hot water heater.
- (3) Design of switching and wiring to interior and exterior lighting locations.
- (4) Design of smoke and carbon monoxide detection.
 - (a) All required smoke-detecting and carbon monoxide services are interconnected to ensure that activation of any one device will sound an alarm that is audible throughout the facility.

- (5) Collaboration with the Client on selection of lighting fixtures.

02.2.10 Plumbing Design:

- (1) Connection to existing water main located in the basement. New shut-off valve will be provided.
- (2) Domestic water distribution and connections
- (3) Hot water equipment and connections
- (4) Sanitary waste connections and sanitary vent systems
- (5) Storm water system will be collected and distributed by external gutters and down spouts.
- (6) Collaboration with the Client on selection of plumbing fixtures.

02.2.11 Bidding Support:

- (1) The Architect will prepare and issue electronic (PDF) documents to the client.
- (2) The client will distribute the documents to the contractors for bidding.
- (3) The Architect will attend (1) pre-bid meeting, if applicable
- (4) Review and Respond to Request for Information (RFI) questions from the contractors, if applicable

02.3 Construction Support (CS):

- (1) (3) Site Visits (as requested by the Client and/or Construction Manager) to observe the work in progress
- (2) Communication with the client and/or Construction Manager
- (3) Review and Respond to Request for Information (RFI) questions from the contractor(s)

02.4 Project Schedule:

02.4.1 Below is an anticipated schedule for each phase:

- (1) Schematic Design Phase: 12-16 Weeks
 - (a) SD Phase will be determined based on the required meeting with the Client and Local Agencies
- (2) Construction Document Phase: 12 Weeks

03 Exclusions

The Architect shall not provide any of the following services to Client, unless specifically requested in writing by the Client as "Additional Services":

03.1 Engineering Services:

- (1) Civil, Sitework, Landscape, and Fire Protection
- (2) Environmental and Hazardous materials testing, remediation design and air-monitoring services
- (3) Site surveys with Metes and bounds, topography, site utilities, easement locations.
- (4) Septic System Design
- (5) Geotechnical Services, Special Inspections and permitting services
- (6) Electric, Water, Gas, Sanitary and Stormwater service upgrades
- (7) Retaining wall design to achieve desired site elevations

03.2 SEQR, SWPPP application and Inspections

- (1) The project will be limited to an area of no more than one acre of impervious surface.
- (2) No further permits are required for stormwater drainage from the site. It is assumed that stormwater can flow to the public right-of-way or be connected to the existing public

03.3 Advertisement for Bidding

03.4 Construction Administration and Clerk of the Works Services

03.4.1 Interior Design Services:

- (1) All interior finishes will be presented and coordinated with the Client. This may include:
 - (a) Selecting paint colors
 - (b) Flooring materials sizes, patterns and colors
 - (c) Cabinetry styles, colors and layout
 - (d) Countertop material and colors
 - (e) Design and detail of wood casings, trim, moldings, millwork trim shapes and profiles.

03.5 Specification and bidding for Group 3 - Furniture, Fixture & Equipment (FF&E)

- (1) Including any specialty equipment, devices, and/or furniture.

03.6 Commissioning of the work and Building performance analysis.

03.7 Infrastructure and selection of audio/visual, communication, data, security systems and equipment

03.8 Project Manual: Front end specifications and technical specifications

- (1) The front-end documents include the general and supplementary conditions, the agreement, the bid form, the instructions to bidders, and any other administrative or legal information.

03.9 Post-bidding Project Value engineering and/or redesign

03.10 Contractor Procurement

- (1) Once the Client identifies a preferred General Contractor or Sub-Contractor(s) for the project, it shall be the Client's responsibility to identify and form Agreements with those parties.

04 Compensation

04.1 Professional Fees

Proposed fees for the project have been calculated, based upon the scope of services described above. A summary of these fees and method(s) of compensation are presented in the following table.

04.2 Architectural Services:

Project Phase(s)	Method of Compensation	Fee/Rate
Schematic Design	Fixed-Fee	\$36,000.00
Construction Documents	Fixed-Fee	\$30,000.00
Construction Support	Fixed-Fee	\$ 2,000.00
(1) Total Fixed Fee		\$68,000.00

04.3 Additional Services

- (1) In the event that Additional Services are requested in addition to those anticipated by this Agreement, they will be provided on an hourly rate or unless an alternative means of compensation is negotiated. See hourly rate schedule - effective through December 31, 2025.

04.4 Invoicing

- (1) Invoicing for services rendered will be submitted to the Client on a monthly basis based upon the percentage of the Work completed to date.
- (2) Upon conclusion of a Project Phase (listed above), payment for the completed Phase must be received, before a new Phase is started.
- (3) Upon conclusion of the project, payment in full must be received prior to submitting the final documents to the Client.

04.5 Reimbursable Expenses

- (1) Invoicing for incurred expenses will be submitted to the Client at the completion of each authorized project phase.
- (2) Typical reimbursable expenses ("Reimbursable Expenses") may include (but are not limited to):
 - (a) Application Fee(s)
 - (b) Mileage expenses (Auto) at the prevailing rates established by the Internal Revenue Service
 - (c) Lodging
 - (d) Meals in connection with travel
 - (e) Postage, Shipping and Handling Cost
 - (f) Black and White Reprographics (small and large format Drawings, Project Manuals, etc.)
 - (g) Hi-Resolution Color Printing (Presentation Drawings, Artwork, etc.)
 - (h) Expense of renderings, models, mock-ups, professional photography and presentation materials requested by the client

05 Terms and Conditions

05.1 This document shall serve as the form of contract for this project.

05.2 Payment

- (1) Payments are due and payable within thirty (30) days from the date of the invoice. The client will have ten (10) days from receipt of the invoice in which to review it for accuracy, and after ten (10) business days from receipt of the invoice, said invoice will be deemed accurate. An interest charge equal to the Bank of America Prime Rate plus 1.5% shall accrue on any unpaid balance not received sixty (60) days following receipt of an invoice.

05.3 Reimbursable Expenses

- (1) The Architect shall be reimbursed for Reimbursable Expenses incurred in the interest of the project, as set forth in this Agreement. The Reimbursable Expenses shall be billed to the Client at 1.15x cost.

05.4 Standard of Care

- (1) Notwithstanding anything contained herein to the contrary, the standard of care for all professional services performed or furnished by the Architect will be the care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. No other warranty, express or implied is made or intended related to the services provided.

05.5 Client Obligations

- (1) As expeditiously as necessary for orderly performance of the work, the Client shall furnish, at their own expense, all information, requirements, reports, data, surveys and instructions required by this agreement, along with all such other information as Architect may reasonably request.
- (2) The Architect may use all such information, requirements, reports, data, surveys and instructions in performing its services, is entitled to rely upon the accuracy and completeness thereof, and is entitled to act in reasonable reliance upon the information provided by the Client.
- (3) If Client becomes aware of any fault or defect in the project or the Architect's services, the Client shall promptly notify the Architect.

05.6 Sub-consultants

- (1) The Architect may use the services of sub-consultants when, in the Architect's sole opinion; it is appropriate and customary to do so.
- (2) If sub-consultants are separately engaged by the Client to work under the general direction of the Architect, the Architect shall have no responsibility or liability for the performance or technical sufficiency or the services of such persons or entities.

05.7 Delays

- (1) The Architect is not responsible for delays caused by factors beyond the Architect's reasonable control, including, but not limited to: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) government order or law; (d) action by any governmental authority; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) epidemic, pandemic or similar influenza; (h) emergency state; (i) shortage of power; and (j) other similar events beyond the reasonable control of Architect.
- (2) When such delays beyond the Architect's reasonable control occur, the Client agrees that the Architect is not responsible for damages, nor shall the Architect be deemed to be in default of this Agreement.

05.8 Dispute Resolution

- (1) Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject to a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- (2) The Client and Architect shall endeavor to resolve claims and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint of other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- (3) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

05.9 Ownership of Documents

- (1) Drawings, schedules, and specifications as instruments of services are and shall remain the sole and exclusive property of the Architect whether the project for which they are prepared is executed or not. This includes documents in electronic form. The Client shall be permitted to retain copies, including reproducible copies of such drawings, schedules and specifications for information and reference in connection with the Client's use and occupancy of the project; provided, however, that the Architect shall retain any and all copyright privileges in and to such drawings, schedules and specifications. The drawings, schedules and specifications shall not be used by the Client on other projects, for additions to this project, or (provided the Architect is not in default under this Agreement) for completion of this project by others, or published in any manner whatsoever, except by prior agreement of the Architect in writing and with appropriate compensation to the Architect.

05.10 Indemnification

- (1) Architect agrees to indemnify and hold harmless Client from and against any and all liabilities, damages and costs (including reasonable attorneys' fees and costs or defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of professional services under this Agreement, by the negligent acts, errors, and omissions of the Architect or anyone for whom the Architect is legally responsible, subject to the limitations set forth in the Limitation of Liability paragraph of these Terms and Conditions.
- (2) The Client agrees to indemnify and hold harmless Architect from and against any liabilities, damages and costs (including reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors, or omissions of the Client, Client's contractors, design professionals or anyone for whom the Client is legal responsible.

05.11 Limitation of Liability

- (1) In recognition of the relative risks and benefits of the project to both the Client and the Architect, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Architect and Architect's officers, directors, owners, employees and sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or expenses arising out of this Agreement from any cause or causes, so that the total aggregate liability of the Architect and Architect's officers, directors, owners, employees, and sub-consultants to all those named shall not exceed the total fees paid to the Architect for services rendered on this project.

Architectural Services Agreement



05.12 Suspension of Work

- (1) If the Client suspends work on the project for more than ninety (90) days by written notice or by failure to timely communicate with the Architect, the Architect shall be compensated for services rendered prior to such suspension. When the project is resumed, Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- (2) If any invoice is outstanding for more than thirty (30) days from the date due, the Architect shall have the right, in addition to any and all other rights provided by law, to refuse to render further services to the Client and such act or acts shall not be deemed breach of this Agreement. In the event of a suspension of services, the Architect shall have no liability to the Client for delay or for any losses, expenses or other damages incurred by the Client because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to the suspension and any expenses incurred in the interruption and resumption of the Architect's services. Continued performances and/or completion of work by the Architect under this Agreement is contingent upon payment of fees by the Client.

05.13 Termination of Services

- (1) This Agreement may be terminated by Architect upon seven (7) days written notice should Client fail substantially to perform in accordance with its terms through no fault of the Architect. This Agreement may be terminated by the Client upon seven (7) days written notice to the Architect should the Architect fail substantially to perform in accordance with its terms through no fault of the Client. In the event of termination for any reason (including, without limitation a determination by the Client not to move forward with the project), the Architect shall be compensated for all services performed prior to the termination date, together with Reimbursable Expenses.

05.14 Americans with Disabilities Act

- (1) With respect to the Americans with Disabilities Act ("ADA"), Client acknowledges that the ADA is not a detailed building code and that its requirements are general in nature and open to differing interpretations. Architect will use its reasonable professional efforts to interpret applicable ADA requirements and to advise Client in this regard. However, Architect cannot warrant or represent that the services provided under this Agreement will result in full compliance with the ADA or all interpretations of ADA requirements by regulatory bodies or court decisions. In addition, if Client requires that the construction of the project deviates from Architect's reasonable judgment and understanding of the provisions of the ADA, Client shall defend, indemnify and hold Architect harmless from any claim based on such deviation.

05.15 Waiver of Consequential Damages

- (1) Neither party shall be liable to the other party for any indirect, consequential, special, incidental, reliance, or punitive damages (including, but not limited to any lost profits, lost revenues, lost savings, or harm to business) arising out of or relating to either party's performance or non-performance under this Agreement.

05.16 Insurance

- (1) The Architect will effect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Architect will furnish the Client with Certificates of Insurance stating the coverages and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of professional services and caused by any negligent act, errors, or omissions for which the Architect may be legally liable. The Architect shall maintain the following maximum amounts of insurance during the term of this Agreement: Workmen's Compensation, \$1,000,000; Commercial General Liability (CGL) \$1,000,000; Automobile Liability (CSL) \$1,000,000; Professional Liability \$2,000,000.

05.17 Miscellaneous Provisions

- (1) This Agreement shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof. Any and all disputes, controversies, actions or suits arising out of or relating to this Agreement or the interpretation, performance, breach, validity or enforcement thereof shall have their exclusive venue and jurisdiction in a state or federal court of competent jurisdiction located in Broome County, New York. The Parties hereby irrevocably submit to the jurisdiction of such courts.
- (2) No deduction shall be made from the Architect's compensation on account of claims of negligent errors or omissions in performance of professional services by the Architect, except pursuant to a judicial award or an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining.
- (3) The Client shall reimburse the Architect for all costs incurred in collection of unpaid accounts, including, but not limited to all reasonable attorneys' fees and legal expenses.
- (4) This Agreement may not be assigned by Client without Architect's prior written consent.
- (5) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted assigns.
- (6) In the event that any provision or provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.
- (7) No delay or failure of either party to exercise any right, remedy or power hereunder shall impair the same or be construed as a waiver thereof. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- (8) This Agreement, together with the drawing and schedules attached hereto or referenced herein, embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the parties. This Agreement may be amended only by a writing signed by Client and Architect.
- (9) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Signatures delivered by facsimile, PDF or other electronic means shall be as good and sufficient as original signatures for all purposes.
- (10) The Architect shall have the right to include photographic or artistic representations of the design of the project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed project to make such representations. However, the Architect's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Architect in the Client's promotional materials for the project. This subparagraph shall survive the termination of this Agreement unless the Client terminates this Agreement pursuant to its terms.

Architectural Services Agreement



06 Authorization

Your signature in the space provided below will indicate your understanding of the project description, proposed services, exclusions, compensation and terms and conditions of this Agreement. By returning a signed copy of this document to the Architect, you will be confirming your acceptance of this proposal and issuing the official Notice to Proceed for the commencement of services on this Project.

<i>Client- Signature:</i>
<i>Client- Printed Name/Title:</i>
<i>Date:</i>
<i>Architect - Signature:</i> 
<i>Architect - Printed Name:</i> Michael A. Lombardini, RA
<i>Date:</i> 06.17.2025

07 Hourly Rate and Reprographic Expenses

The following fees will be charged for basic services and additional services that are billed on an hourly basis.

Personnel

Hourly Billing Rate

Architectural Services

Partner-in Charge	\$180.00
Project Architect	\$140.00
Project/ Interior Designer	\$110.00

MEP Engineering Services

Principle, PE	\$250.00
Senior Project Engineer	\$210.00
Project Engineer	\$180.00
Senior Engineer	\$155.00
Assistant Engineer	\$135.00
Junior Engineer	\$125.00

Structural Engineering Services

Senior Project Engineer	\$160.00
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Civil Engineering Services

Principal	\$170.00
Senior Engineer	\$135.00
Staff Engineer	\$110.00
Junior Staff Engineer	\$90.00

Reprographic Expenses

Cost Per Sheet

Black and White Printing

8.5 x 11 sheets (A size)	\$0.50 per sheet
11 x 17 sheets (B size)	\$1.00 per sheet
Larger Format sheets (C, D & E sizes)	Rates established by "Dataflow"

Hi-Resolution Color Printing

8.5 x 11 sheets (A size)	\$1.00 per sheet
11 x 17 sheets (B size)	\$2.00 per sheet
Larger Format sheets (C, D & E sizes)	Rates established by "Dataflow"

The applicable hourly rates and reimbursable expenses shall remain in effect through December 31, 2025, unless otherwise amended. These rates and expenses are subject to annual review and may be modified at the discretion of the firm, provided that written notice of any changes is given no less than thirty (30) days in advance.

Tara Patton

HOUSING DEVELOPMENT SPECIALIST

TIOGA COUNTY DEPT OF ECONOMIC DEVELOPMENT & PLANNING

56 MAIN STREET, OWEGO, NY 13827

P (607) 687-8267

F (607) 687-1435

EDP.TIOGACOUNTYNY.COM



From: Scott Kasmarcik <slckasmarcik@yahoo.com>

Sent: Monday, July 20, 2026 9:18 AM

To: Patton, Tara <patton@tiogacountyny.gov>

Subject: [EXTERNAL] Re: [EXTERNAL] Re: 247 Main & 81 North

I figured pulling the brush and over growth with a machine.

Removal of brush and over growth - labor, equipment, and disposal of green waist.

\$2070.00

Scott Kasmarcik

Grass Pays LLC

d/b/a Scott's Lawn & Landscape Care

10 Rewey Ave

Newark Valley New York 13811

607.239.0731

Sent from my iPhone

> On Jul 17, 2026, at 4:02 PM, Patton, Tara <patton@tiogacountyny.gov> wrote:

>

> Following up on this. Did you have time to put together a number for us?

>

>

>

> [cid:45a95f19-0730-4696-9ea9-230aa36b97e1]

>

>

>

> _____

> From: Patton, Tara <patton@tiogacountyny.gov>
> Sent: Friday, July 10, 2026 2:37 PM
> To: Scott Kasmarcik <slckasmarcik@yahoo.com>
> Subject: Re: [EXTERNAL] Re: 247 Main & 81 North
>

> I appreciate it! Have a good weekend!

>
> Get Outlook for iOS <<https://aka.ms/o0ukef>>
> _____

> From: Scott Kasmarcik <slckasmarcik@yahoo.com>
> Sent: Friday, 10 July 2026 14:35:29
> To: Patton, Tara <patton@tiogacountyny.gov>
> Subject: [EXTERNAL] Re: 247 Main & 81 North
>

> Okay. I can get you a quote early next week.

>
> I can also separate invoicing for 81 North.
>

>
> Scott Kasmarcik
> Grass Pays LLC
> d/b/a Scott's Lawn & Landscape Care
> 10 Rewey Ave
> Newark Valley New York 13811
> 607.239.0731
>

> Sent from my iPhone
>

>> On Jul 10, 2026, at 2:14 PM, Patton, Tara <patton@tiogacountyny.gov> wrote:

>>

>> Hi Scott,

>> Hi,

>> For 247 Main, I've attached a few photos to give you a better idea of what I'm referring to. We need the brush and overgrowth around the property cleaned up, as it's starting to get pretty overgrown and we'll have contractors on site soon to begin the rehabilitation work. Everything along the main house will need to be cleared. The vegetation around the addition can remain for now, as that area will be addressed during demolition. I marked up the last photo to show the general area that should be cleaned up. Everything to the right of the line should be removed, and the same applies to the opposite side of the house (I forgot to take a photo of that side). If you could send us a ballpark number for the cleanup, that would be great. It doesn't need to be a formal quote - just something I can take back to our Board for approval.

>>

>> Also, moving forward, could you please bill us separately for any work completed at 81 North? Now that the building is occupied, all expenses related to that property need to be paid from the 81 North account rather than our general operating account.

>> Thanks! Let me know if you have any questions.

>>

>>

>>

>> [cid:ba14af03-857a-4a04-aed0-56af0dbfd000]

>>

>>

>> <1-Jul 09, 2026 18-54-56-KY3Y.jpg>

>> <2-Jul 09, 2026 18-54-58-baSv.jpg>

>> <4-Jul 09, 2026 18-55-28-uiTc.jpg>

>> <6-Jul 09, 2026 18-56-05-f311.jpg>

>> <3-Jul 09, 2026 18-55-18-qRs7.jpg>

>> <7-Jul 09, 2026 18-56-25-VixH.jpg>

>> <8-Jul 09, 2026 18-56-28-4WcZ.jpg>

>> <9-Jul 09, 2026 18-56-34-V6yV.jpg>

>> <5-Jul 09, 2026 18-56-04-4rxx.jpg>

>> <10-Jul 09, 2026 18-56-39-SKVR.jpg>

>> <7-Jul 09, 2026 18-56-25-VixH.jpg>

>



TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION

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

Request for Expressions of Interest (RFEI)
Purchase and Redevelopment Opportunity
81 Hickories Park Road
Owego, NY 13827

Date Issued: July 15, 2026

Issued by: Tioga County Property Development Corporation
56 Main Street
Owego, NY 13827

RFP website: [Tioga County, New York Government - Property Development Corporation \(tiogacountyny.com\)](http://Tioga County, New York Government - Property Development Corporation (tiogacountyny.com))

Site Visit: By appointment only

Final Due Date: 4:00 PM DATE

RFEI Coordinator: Tara Patton

Phone: (607) 687-8267

Email: pattont@tiogacountyny.gov

A PARTNER OF **TEAM TIOGA** 

I. Purpose and Background

The Tioga County Property Development Corporation (TCPDC) is seeking Expressions of Interest from developers, businesses, and other interested parties for the purchase and redevelopment of approximately 1.05 acres of vacant land located at 81 Hickories Park Road in Owego, New York.

Located immediately off Exit 65 of Interstate 86 (I-86), the property offers excellent visibility, convenient access, Planned Unit Development (PUD) zoning, public water service, and an existing on-site septic system, making it well suited for future redevelopment.

TCPDC is the designated New York State Land Bank serving Tioga County. Its mission is to acquire, manage, and return underutilized properties to productive use while reducing blight, strengthening neighborhoods, and encouraging responsible redevelopment that benefits the community.

Through this Request for Expressions of Interest, TCPDC is seeking a purchaser with a redevelopment plan that creates returns the property to productive use and provides a lasting benefit to the community. Redevelopment proposals that create permanent employment opportunities, encourage private investment, expand housing opportunities, strengthen the local tax base, or otherwise support the long-term vitality of the Owego community are encouraged.

While the property's location makes it particularly attractive for restaurant, retail, and other employment-generating uses, TCPDC welcomes a variety of redevelopment concepts that are compatible with the property's PUD zoning and provide a lasting benefit to the community.

This RFEI is intended to identify interested purchasers and gather information regarding potential redevelopment concepts. It is not a formal Request for Proposals and does not obligate TCPDC to sell the property or enter into a development agreement.

Interested parties must submit information describing:

- Proposed use of the property
- Preliminary redevelopment concept
- Estimated project timeline
- Development team qualifications
- Relevant redevelopment or project experience
- Financial capacity to complete the project

TCPDC welcomes redevelopment proposals that return the property to productive use, create lasting community benefits, and are consistent with the property's PUD zoning.

II. Property Location and Description

81 Hickories Park Road, Owego, NY (Tax Map ID: 129.00-2-29.3)

The property consists of approximately 1.05 acres of vacant land located immediately off Exit 65 of I-86.

Property Highlights:

- Approximately 1.05 acres
- Planned Unit Development (PUD) zoning
- Public water service
- Existing on-site septic system
- Excellent visibility from Hickories Park Road
- Immediate access to I-86 via Exit 65
- Generally level site
- Located within an established commercial corridor

Floodplain Information

The property is located within a FEMA-designated floodplain. Redevelopment proposals should identify how the project will address applicable floodplain requirements and any associated design or permitting considerations.

Zoning Information

The property is located within the Town of Owego's Planned Unit Development (PUD) District. Interested parties are encouraged to review the applicable zoning regulations when preparing a redevelopment proposal. For additional information regarding the Planned Unit Development (PUD) District, please refer to the Town of Owego Zoning Code: [Article XI: Planned Unit Development - Town of Owego, NY](#)

III. Redevelopment Opportunities

TCPDC is seeking redevelopment proposals that make productive use of the property while providing a lasting benefit to the community.

Given the property's location immediately off I-86, within an established commercial area, the site offers a variety of redevelopment opportunities. Proposals that create permanent employment opportunities, encourage private investment, strengthen the local economy, expand housing opportunities, or otherwise enhance the community are encouraged.

Potential redevelopment concepts may include, but are not limited to:

- Quick-service and fast-food restaurants
- National or regional restaurant chains
- Casual dining establishments
- Coffee shops
- Retail establishments
- Convenience-oriented businesses
- Mixed-use redevelopments
- Residential development
- Other redevelopment projects permitted within the Planned Unit Development (PUD) District.

The examples above are intended to illustrate the types of redevelopment that may be appropriate for the property. TCPDC welcomes redevelopment proposals that are consistent with the property's PUD zoning and demonstrate a meaningful long-term benefit to the community.

IV. Purchaser Eligibility

Interested parties should demonstrate the experience, financial capacity, and resources necessary to successfully complete the proposed redevelopment.

Expressions of Interest should include:

- Description of the development team
- Experience with similar redevelopment projects
- Examples of completed projects
- Evidence of financial capacity to complete the proposed redevelopment
- Identification of key project partners, if applicable

Experience with redevelopment projects of a similar size and scope is encouraged but not required, provided the respondent can demonstrate the experience, financial capacity, and resources necessary to successfully complete the proposed project.

V. Site Visits

Interested parties are encouraged to visit the property prior to submitting an Expression of Interest.

Site visits may be scheduled by contacting TCPDC.

VI. Environmental Information

The existing structure on the property has been demolished. Environmental remediation associated with the demolition has been completed.

Interested parties are encouraged to conduct any additional inspections or due diligence they deem necessary prior to purchasing the property.

VII. Property Sale and Redevelopment

TCPDC intends to sell the property to a purchaser whose redevelopment plan aligns with the TCPDC's mission and provides a meaningful long-term benefit to the community.

Expressions of Interest will be reviewed based on the overall quality of the proposed redevelopment, its anticipated economic impact, and the respondents' ability to successfully complete the project.

The purchase price and terms of sale will be determined following review of the submitted Expressions of Interest and any subsequent discussions with interested parties.

As this is a Request for Expressions of Interest, TCPDC reserves the right to request additional information, meet with respondents to discuss their redevelopment concepts, negotiate with one or more interested parties, or elect not to move forward with a proposed redevelopment if it is determined not to be in the best interest of the Land Bank or the community.

VIII. Local Approvals

Interested parties are encouraged to become familiar with the Town of Owego's zoning requirements and any local, county, state, or federal approvals that may be necessary for their proposed redevelopment, including floodplain development requirements where applicable.

The selected purchaser will be responsible for obtaining all permits, approvals, and authorizations required for the Project.

IX. Questions

Questions regarding this Request for Expression of Interest can be emailed to:
pattont@tiogacountyny.gov

X. Reservation of Rights

TCPDC reserves the right to reject any or all submissions, request additional information, negotiate with one or more interested parties, or discontinue this solicitation at any time if it determines doing so is in the best interest of the TCPDC and the community.

XI. Submission Requirements

Expressions of Interest should include, at a minimum:

- Letter of Interest
- Description of proposed redevelopment
- Preliminary site plan, conceptual drawing, or rendering (if available)
- Description of how the proposed redevelopment addresses the property's floodplain location, if applicable
- Estimated project timeline
- Estimated private investment
- Estimated number of permanent jobs to be created
- Description of anticipated community benefits
- Company profile and redevelopment experience
- Evidence of financial capacity to complete the project
- Primary contact information

Electronic and hard copy submissions will be accepted.

XII. Evaluation and Selection

Completed proposals will be reviewed by a committee comprised of TCPDC staff and Board Members, elected officials, and County planning staff.

Evaluation Criteria:

Factor 1: Redevelopment Vision and Community Benefit	(30 points)
• Overall quality and vision of the redevelopment proposal	10
• Compatibility with surrounding land uses and community character	10
• Long-term benefit to the community	10
Factor 2: Community and Economic Impact	(25 points)
• Permanent job creation and/or expansion of housing opportunities	10
• Private investment	5
• Contribution to the local tax base	5
• Overall contribution to the community	5
Factor 3: Project Feasibility	(20 points)
• Financial capacity	10
• Development timeline	5
• Likelihood of successful completion	5
Factor 4: Experience and Qualifications	(15 points)
• Experience completing similar redevelopment projects	5
• Qualifications of the development team	10
Factor 5: Completeness of Submission	(10 points)
• Overall quality and completeness of the submission	5
• Responsiveness to the requested information	5

Following review of the Expressions of Interest, TCPDC may invite one or more respondents to discuss their redevelopment concept and provide additional information. The selected respondent may be offered the opportunity to enter into an Option to Purchase or Purchase and Sale Agreement, with closing contingent upon securing project financing, obtaining any necessary permits and approvals, and satisfying any other conditions established by TCPDC. Expressions of interest must be received no later than 4:00PM on **DATE**.

Expressions of Interest may be submitted electronically to pattont@tiogacountyny.gov or in hard copy to:

Tioga County Property Development Corporation
 Attn: Tara Patton, Housing Development Specialist
 56 Main Street
 Owego, NY 13827



CUSTOMER / NAME _____

CONTACT _____ PHONE _____

EMAIL _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

JOB SITE _____

DIRECTION TO JOBSITE _____

UFPO#(If necessary) _____

ADDITIONAL DOCUMENTS:

Budget Fence of America hereby proposes to furnish all materials and labor necessary for the installation described. Unless expressly stated below, all chain link fabric is to be installed on a galvanized steel framework. All sizes and dimensions are nominal. Actual widths, heights, diameters and thicknesses may vary. Specific conditions and/or obligations of either party are noted below:

DIMENSIONS

Overall Length _____
Overall Height _____
Dbl Drive Gate _____
Walk Gate(s) _____
OD Line Post _____ Wgt: _____
OD Term Post _____ Wgt: _____
OD Top Rail _____ Wgt: _____

OPTIONS

Vinyl coated framework
Tension Wire: _____ Color: _____
Bottom Rail: _____ Diameter: _____
Privacy Slats: _____ Color: _____
Type: _____ Pattern: _____

POST SETTING

Concrete _____ Air Drive _____ Hand Dig _____
Auger _____

INSTALLATION MODE

Good Side Out _____ Good Side In _____
Racked _____ Follow Contour _____
Stepped _____ Straight _____
Barbs Up _____ Knuckles Up _____

CHAIN LINK FABRIC

Aluminized _____ Galvanized _____ Vinyl Coated _____
Color: _____
Wire Fabric Gauge: _____
Knuckle/Knuckle _____ Knuckle/Barb _____

VINYL

Style: _____
Color: _____

WOOD

Sections: _____ Pressure-Treated _____ Western Red Cedar _____
Posts: _____ Pressure-Treated _____ Western Red Cedar _____
Style of Wood Fence: _____
Style of Wood Post: _____

ORNAMENTAL

Style: _____
Color: _____

COST OF JOB \$ _____

SALES TAX \$ _____

TOTAL COST \$ _____

DOWN PAYMENT CASH/CHECK \$ _____

DOWN PAYMENT CREDIT CARD \$ _____

BALANCE DUE CHECK/CASH \$ _____

BALANCE DUE CREDIT CARD \$ _____

Balance Due On Completion

We appreciate your business!!!!

REPRESENTATIVE: _____

Kevin Normile

Accepted for BUDGET FENCE OF AMERICA

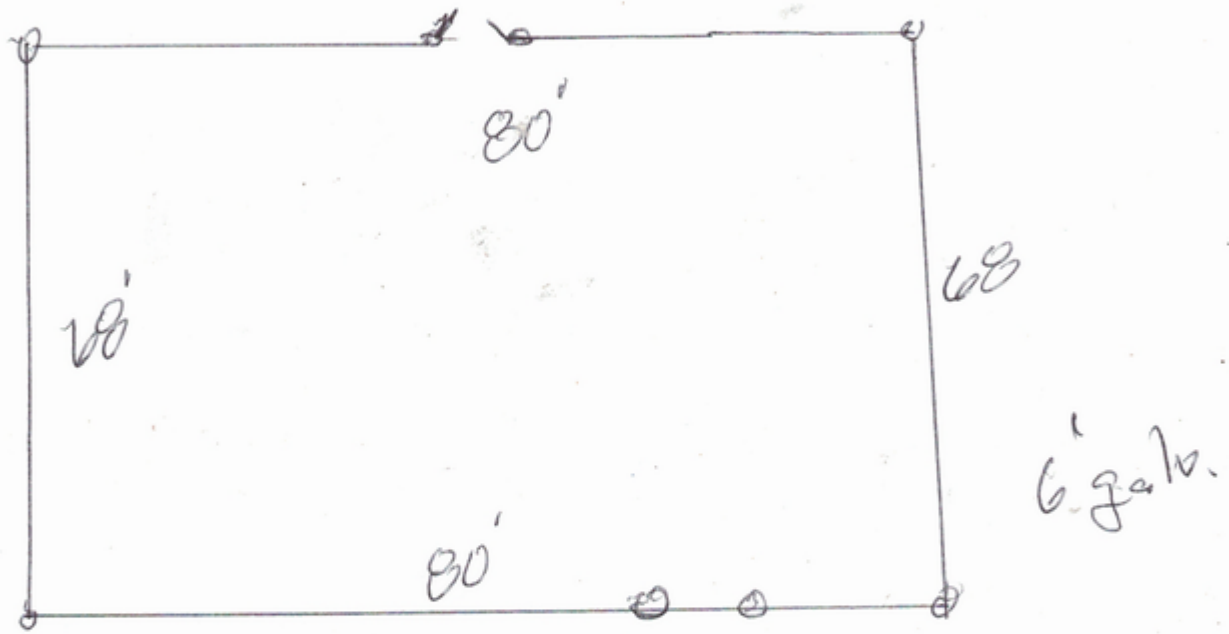
Date _____

Accepted by BUYER

Date _____

PLEASE NOTE: CONDITIONS AND TERMS OF THIS CONTRACT ARE LOCATED ON THE REVERSE (OR NEXT PAGE). Copyright 2000 Any alteration of this form renders the contract null and void unless agreed to and initialed by both parties.

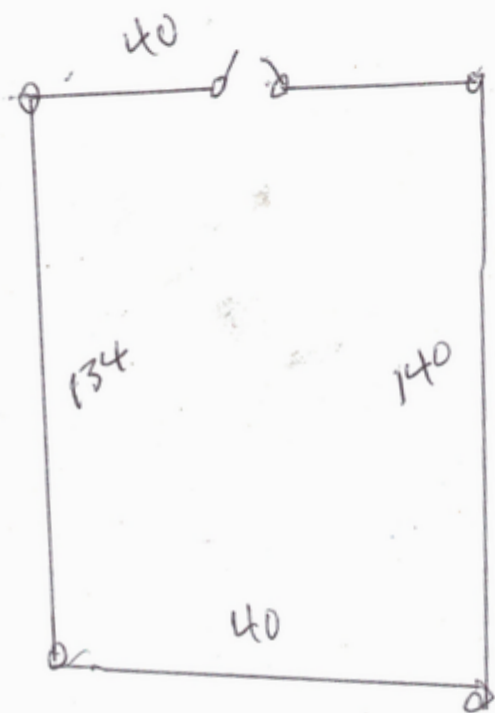
94-98 Spencer St.
Air Drive



KN071426-1

Tioga County Prop. Dev. Corp

115-117 Chestnut St.



6'

concrete
all feet

KN071426-2

Tioga County Prop Dev
Comm

PRICE

[a] Any returned checks will be subject to a \$50.00 fee, and the check will be redeposited. If final payment is not received upon completion of work, a finance charge of 1 -1/2% of the unpaid balance shall accrue and be charged monthly thereafter. All credit charges will be subject to a 3% surcharge. In the event it is necessary to engage an attorney, collection agency, or use of the Budget Fence Incorporated in-house Collections Department to collect any moneys outstanding, the customer agrees to pay all reasonable costs thereby resulting. [b] Any alteration or deviation from configuration and specifications embodied within this contract, which involves extra costs, will be made only upon the customer's written approval and will become an extra charge over and above the total of this Contract. The customer agrees additional reasonable charges may be made if unusual digging conditions such as rock formations, roots, underground foundations, or other such conditions hinder installation. Any such charges will be restricted to actual additional labor, materials and equipment costs.

The customer agrees any vandalism or damage to materials on his property, installed or stored, causing work to be redone or materials to be replaced, shall be at the customer's expense. The customer will be notified of such charges in writing before they are incurred. [c] Budget Fence of America reserves the right to make pricing adjustments as necessary to reflect increased costs if you hold this contract and it is not signed and returned with your down payment within fourteen days. A Contract Addendum would be drawn to reflect additional charges. Contracts not returned within fourteen days are subject to final acceptance by Budget Fence of America. [d] Payment in full will become due if by no fault of Budget Fence of America, we are unable to complete the work as described. [e] All materials shall remain the property of Budget Fence of America until payment is made in full and customer upon acceptance of this contract allows Budget Fence of America access and egress to property to retrieve any and all material if necessary. [f] Customer agrees upon signing of this contract to allow Budget Fence Incorporated to take and to use photographs of fencing and customer's buildings (including but not limited to houses, garages, and storage sheds) in print, website, or any other advertising medium.

SALES TAX

If this project is considered a capital improvement, it is therefore exempt from sales tax and a Certificate of Capital Improvement is provided. Said Certificate must be completed, signed by both parties, and retained by Budget Fence of America. If this project is a repair or otherwise not considered a capital improvement, sales tax is duly charged. If you are exempt, your Tax Exemption Certificate must be provided or sales tax must be paid.

NOTICE OF DEPOSIT

The down payment you make on contracts over \$500.00 will be deposited in an escrow account within five business days of payment as per Subdivision 71-A of the Lien Law. You are hereby advised these funds will be deposited at Tioga State Bank., of CANDOR, NY.

DATES FOR PERFORMANCE

An estimated start and finish date for work is agreed upon by the customer and contractor, subject to the following conditions: Budget Fence of America will not be held liable for unforeseen conditions beyond their control which prevent meeting estimated start and finish dates such as, but not limited to: inclement weather, acts of God; labor disputes; digging conditions; frost or frozen ground; delays caused by third parties such as neighbors, surveyors, other contractors working on the same premises, or government agencies; vandalism; the customer's failure to specify placement of fence line(s); the customer's failure to prepare or clear fence line(s) if obligations to the customer are specified; backorders or inability to obtain timely shipping of materials from suppliers.

NOTICE OF CONTRACTORS LIEN

A contractor, who performs on a contract but is not paid, may have a claim, which may be enforced against the property by court order to satisfy the unpaid debt.

NOTICE OF RIGHT OF CANCELLATION

The customer may cancel a Contract without obligation, at any time prior to midnight of the third business day after the customer signs the Contract. Any cancellations after the third business day are subject to a cancellation fee of 25% of the contract and will be taken from the down payment. All cancellations must be made in writing. Custom orders are not subject to cancellation. All contracts under \$500.00 require no right of rescission.

POOL FENCING

The following terms apply for pool fencing: [a] No electrical bonding or grounding is included. [b] It is the customer's responsibility to fill or landscape under the fence to provide no space greater than 2". [c] If the fence is to be built on the ground elevated with fresh fill, Budget Fence of America will not be responsible for subsequent shifting or settling of the fence as the ground settles. [d] Time spent by the crew at the pool work site during which they cannot work due to conditions beyond their control will be charged back to the customer at our posted hourly billing rate per man. [e] When the loan of temporary fencing is needed, pick up, installation, safe keeping, maintenance and return of temporary fencing materials is the customer's responsibility.

CONTINGENCIES

[a] Any left-over materials not required to complete the work contracted for are the property of, and will be removed by, Budget Fence of America. [b] If demolition of existing fence line(s) is included in this Contract, materials taken down will not be removed from the premises unless specified. [c] Any brush or debris contracted to be cleared from the proposed fence line(s) and dirt from fence post hole(s) will not be removed from the premises unless specified. [d] The customer agrees to obtain any required building permits for this project. [e] The customer is responsible for establishing property and fence line(s) and will locate, identify, and mark the location of any privately installed underground pipes, obstructions, or utility services. When Underground Protective Services is called to mark publicly installed underground utilities, Budget Fence of America will not be responsible for the accuracy of these markings. The customer accepts responsibility for any costs incurred by Budget Fence of America due to the failure of the customer to properly perform this duty. [f] Unless otherwise noted on the contract, the decision to step or rack a fence lies with the installers. [g] If dirt tamped installation is chosen, periodic maintenance and tamping of fence is the customer's responsibility. [h] If fencing is installed on fresh fill, on a slope, or next to a retaining wall, Budget Fence of America will not be responsible for subsequent shifting, settling, or leaning of the fence. [i] Often times there may be spaces under the fence which can at times be quite large due to the lay of the land (i.e.: slopes, ditches, stumps, roots, etc.). Other times, spaces can occur at termination points between obstacles such as trees, sheds, houses, etc. regardless of the method of installation (i.e.: racking, terracing, etc.). Budget Fence of America is not responsible for such spaces or gaps, and any filling of such gaps is the responsibility of the customer at his expense unless the contract specifically calls for such work. [j] For wood fences, Budget Fence of America will not be held responsible for any replacement of boards due to shrinking, expansion, knot-holes, cracking, warping, bowing, checking, wane, variations of hues & colors within the product, or discoloration from the elements, or any other attributes of wood, as wood was once a living species and these attributes are found in most if not all wood products. Unless stated on the contract, Budget Fence of America will decide upon the width of the boards used to produce your fence. The ultimate decision as to building a fence on site or in pre-built panels will rest with the installers of the job. In spaced picket or stockade styles, spaces may vary from the space stated in the style; for example, 3/4" Spacing may be more or less than 3/4". [k] In the event that any legal dispute arises between you and Budget Fence Incorporated, you irrevocably waive any right to a jury trial and consent to have any such dispute heard by a court of competent jurisdiction located in Broome County, New York.

ENTIRE AGREEMENT

It is agreed this Contract and the documents noted constitute the entire agreement between us. There are no verbal agreements between us. This contract may be amended, altered, or waived only by a further writing signed by both the customer and Budget Fence of America. Your signature on the front of this contract constitutes a contract subject to approval by Budget Fence of America. By signing this contract, you authorize our obtaining your credit report and agree to pay any deposit and the balance upon completion.

COPIES

This contract is signed in duplicate copies. By your signature you acknowledge receipt of your Contract copy.

[EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL]
Inquiries - Requesting quotes for installation of chain link fences

From Kevin Normile <kevin@budgetfenceinc.com>

Date Tue 6/30/2026 9:21 AM

To Patton, Tara <pattont@tiogacountyny.gov>

Hi Tara,

On Chestnut I am still going off the drawing you sent, it looks like 354 feet all around.

With the 12-foot-wide double gate your 5 ft. high would be \$10,650.00 installed. The 6 ft. would be \$13k.

On Spencer I am going off what I measured while there, which is a little under 300 feet. With one 12 ft. wide double gate the prices would be \$9,260.00. The 6 ft. would be \$10,880.00.

This is priced using our residential prices, the same as if we were quoting a homeowner. It is also not quoted at prevailing wage. Let me know which height you are looking for and I can do a formal quote if you want.

Thanks,

Kevin Normile

-----Original Message-----

From: Patton, Tara <pattont@tiogacountyny.gov>

Sent: Thursday, June 25, 2026 10:34 AM

To: Kevin Normile <kevin@budgetfenceinc.com>

Subject: Re: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] Inquiries - Requesting quotes for installation of chain link fences

That sounds great, I will plan on 1pm - I can meet you at 115-117 Chestnut. If anything changes or you need to get ahold of me day of, my work cell is 607-972-5468. Thanks!

[cid:e4f3b7b7-b304-4f8b-a3e6-1444c11ec8d5]

From: Kevin Normile <kevin@budgetfenceinc.com>



126 North St.
Dryden, NY 13053
607-844-9011

whitmorefence.com/new

facebook.com/whitmorefence/

Quotation

TO:

Tara Patton	Tioga County
94-08 Spencer Ave.	Dept. ED&P
Owego	NY

Estimate By: Tim Brown

QUOTATION DATE: 6/22/2026

PHONE: 607-687-8267

EMAIL: patton@tiogacountyny.gov

CELL:

Material: Commercial Chain		Linear Ft: 315	Height: 5'
Style: Galvanized Chain Link			
Hole Depth: 36"		Hole Width: 10"	
Face: Out		Terrain: Other	Sales Tax: Cap. Impr.
Top Line: With Grade			
Obstructions: Other		Removal By: Customer	
Distance off Property Line: >3"			
Height off Grade, Low: 1	High: 3	Ideal: 1	
			Price
Specifications:	98 Spencer St. Aluminized Chain Link 2" Mesh KK GA9		\$14,450.00
Specs, (contd):	Posts: End 2 1/2" WT-40; Line 2" WT-20		\$0.00
Specs, (contd):	Top Rail: 1 5/8" WT-40		\$0.00
Gates:	8' Opening Double Gate with 1 3/8" Steel Frame		\$1,750.00
Gates (contd):	Gate Posts: 2 1/2" WT-40		\$0.00
Option #1	Underground Electrical Survey (if needed)		\$450.00
Option #2	Upgrade to 6' High Aluminized Chain Link		\$1,000.00
Note:	Quotation based on Non-Prevailing Wage Rates		\$0.00
This Quotation is valid for 15 days from the Quotation Date. WHITMORE FENCE COMPANY agrees to guarantee above fence to be free from defects in materials and workmanship for one year. WHITMORE FENCE COMPANY may advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. WHITMORE FENCE COMPANY will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does WHITMORE FENCE COMPANY assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed. WHITMORE FENCE COMPANY will assume the responsibility for having underground public utilities located and marked. However, WHITMORE FENCE COMPANY assumes no responsibility for unmarked services, or any other unmarked services or objects. The customer will assume all liability for any damage caused by directing WHITMORE FENCE COMPANY to dig in the immediate vicinity of known utilities or utilities that have not been located. The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. If rock drilling is required an additional charge of \$300/hr will apply. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 15 days after completion of any work invoiced. All materials will remain the property of WHITMORE FENCE COMPANY until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.			Sub-Total \$17,650.00 Sales Tax \$0.00 Total \$17,650.00
			Deposit Due \$8,825.00

Customer Signature: _____

Date: _____

Whitmore Fence Representative Signature: _____

Date: _____



126 North St.
Dryden, NY 13053
607-844-9011

whitmorefence.com/new

facebook.com/whitmorefence/

Quotation

TO:

Tara Patton Tioga County
115-117 Chestnut St. Dept. ED&P
Owego NY

Estimate By: Tim Brown

QUOTATION DATE: 7/6/2026

PHONE: 607-687-8267

EMAIL: pattont@tiogacountyny.gov

CELL:

Material: Commercial Chain Link		Linear Ft: 358	Height: 5'	
Style: Galvanized Chain Link				
Hole Depth: 36"		Hole Width: 10"		
Face: Out		Terrain: Other	Sales Tax: Cap. Impr.	
Top Line: With Grade				
Obstructions: Other		Removal By: Customer		
Distance off Property Line: >3"				
Height off Grade, Low: 0	High: 0	Ideal: 0		
			Price	
Specifications:	115-117 Chestnut St. Aluminized Chain Link 2" Mesh KK GA9		\$15,850.00	
Specs, (contd):	Posts: End 2 1/2" WT-40; Line 2" WT-20		\$0.00	
Specs, (contd):	Top Rail: 1 5/8" WT-40		\$0.00	
Gates:	10' Opening Double Gate with 1 5/8" Steel Frame		\$1,750.00	
Gates (contd):	Gate Posts: 2 1/2" WT-40		\$0.00	
Option #1	Underground Electrical Survey (if needed)		\$450.00	
Option #2	Upgrade to 6' High Aluminized Chain Link		\$975.00	
Option #3	Post on Front of Property may be Driven (excluding Gate Posts)		\$0.00	
Note:	Quotation based on Non-Prevailing Wage Rates		\$0.00	
This Quotation is valid for 15 days from the Quotation Date. WHITMORE FENCE COMPANY agrees to guarantee above fence to be free from defects in materials and workmanship for one year. WHITMORE FENCE COMPANY may advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. WHITMORE FENCE COMPANY will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does WHITMORE FENCE COMPANY assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed. WHITMORE FENCE COMPANY will assume the responsibility for having underground public utilities located and marked. However, WHITMORE FENCE COMPANY assumes no responsibility for unmarked services, or any other unmarked services or objects. The customer will assume all liability for any damage caused by directing WHITMORE FENCE COMPANY to dig in the immediate vicinity of known utilities or utilities that have not been located. The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. If rock drilling is required an additional charge of \$300/hr will apply. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 15 days after completion of any work invoiced. All materials will remain the property of WHITMORE FENCE COMPANY until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.			Sub-Total	\$19,025.00
			Sales Tax	\$0.00
			Total	\$19,025.00
			Deposit Due	\$9,512.50

Customer Signature: _____

Date: _____

Whitmore Fence Representative Signature: _____

Date: _____



CRC Services sent you an estimate

We look forward to working with you.

Show full details 

Spencer Ave

Camper Removal	\$1,200.00
<i>Includes demolition, break down, and removal of camper.</i>	
Full Trailer	\$325.00
Returning Customer (5%)	-\$76.25
Subtotal	\$1,448.75
Total	\$1,448.75

CRC Services

3387 NY-34B

Scipio Center, NY 13147

+1 (315) 364-1596

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July 6, 2026

Tioga County Department of Economic Development and Planning
Sara Zubalsky-Peer, Economic Development Specialist
56 Main Street
Owego, NY 13827
e: zubalsky-peers@tiogacountyny.gov
p: 845-527-8334

Re: 48-50 Lake Street | Owego, NY 13827

Dear Sara,

Please find the enclosed Architectural and Engineering Services Agreement, which outlines our proposed services and associated fee.

We are pleased to offer our services, and feel confident that we can provide you with a timely solution that fits your needs and meets your schedule. Our approach is one of collaboration and communication, and we strive to work closely with our clients to arrive at the best possible design solution that meets their functional and aesthetic goals, while staying within the project budget criteria.

If you have any questions related to this attached agreement, please don't hesitate to contact me at your convenience.

Thank you again for the opportunity to work with you on this project.

Best Regards,



Michael A. Lombardini, RA
Founding Partner

01 Project Description

01.1.1 Tioga County Department of Economic Development and Planning (Client) has approached L2studio architecture to provide Architectural and Engineering Design Services to complete a renovations project located at 48-50 Lake Street | Owego, NY 13827. The Architect has proposed to organized the project services into four phases:

- (1) Phase 1 – Masonry Reconstruction and Re-roofing
- (2) Phase 2 – Structural Reinforcement
- (3) Phase 3 - Laser scanning of the basement, first floor, and second floor
- (4) Phase 4 - Bidding Support



01.1.2 The Project consists of renovations to the building located in Owego, New York. The project will primarily consist of the following scope of work:

- (1) Phase 1 - Masonry Reconstruction and Re-roofing:
 - (a) Provide laser scanning services for the building exterior envelope, roof existing conditions and 2nd and 3rd floor structural components to produce a working Revit model.
 - (b) Structural analysis of the existing roof framing system to verify its capacity for the proposed roofing assembly, including the additional loads associated with the new roofing materials.
 - (c) Re-Roofing design, details and specifications
 - (d) Parapet wall repair and reconstruction details
 - (e) Spot repointing and ground-level masonry repair details
 - (f) Prepare separate bid documents (see bidding support below)
- (2) Phase 2 - Structural Reinforcement:
 - (a) If the structural analysis determines that the existing roof assembly and surrounding structure require reinforcement, L2studio and its structural consultant will prepare the necessary reinforcement drawings and supporting documentation.
- (3) Phase 3 - Laser scanning:
 - (a) Perform laser scanning of the basement, first floor, and second floor to provide a complete interior scan of the building floor plans.
- (4) Phase 4 – Bidding Support
 - (a) The Architect will prepare two (2) separate bid packages: (1) Masonry Reconstruction and (2) Roof Replacement.

01.1.3 The schedule desired by the client was briefly discussed. The architect plans to kickstart the project in the Fall (September) of 2026. The Architect has drafted a tentative schedule below. Keep in mind that modifications to the schedule may be required based on approvals from the client and local Authority Having Jurisdiction (AHJ).

01.1.4 The Client has stated the construction budget for the project is approximately \$1.5mil. The final cost will primarily depend on factors such as the scope of work, design complexity, the quality of materials

and finishes chosen by the client, and the requirements for architectural and structural systems. Throughout the process, the architect will collaborate closely with the client, anticipating multiple meetings and minor design revisions to finalize the project's scope and establish a construction budget.

02 Proposed Services

This agreement is to propose Professional Services for Architectural and Structural disciplines.

02.1 Scope of Services:

- (1) The scope of services includes all architectural work required to advance the project from initial concept through the completion of construction documents. This includes schematic design, coordination with the Client and project consultants, and preparation of construction documentation.
- (2) The Architect shall serve as primary point of contact with the Client.

02.1.2 The Architect shall survey the existing building and prepare Record Drawings to form a basis from which to prepare the proposed design. The Architect has partnered with an independent firm to conduct a laser scan of the building, capturing both interior and exterior conditions.

- (1) The existing conditions will be documented in Autodesk REVIT v.2024 software.
- (2) Architectural Scope: Document existing exterior and interior walls, windows, doors, ceilings, casework, fixtures, foundation walls, floor structure(s), roof structure, beams and columns, if applicable.
- (3) The Architect has budgeted a total of (2) visits to the site as required to complete this phase.
- (4) The Client will grant access to the site and building to complete this phase

02.1.3 The program and scope of work will be developed with the Client, interpreted by the Architect, and incorporated into a cohesive design solution that meets with the Client's approval.

- (1) The Architect and Engineer will develop comprehensive drawings, narratives and 3D visualizations to effectively communicate the design concept to the Client. The design and execution will be presented through schematic-level drawings and presented to the client.
- (2) The Construction Documents Phase shall commence immediately upon the Client's Notice to Proceed after conclusion of the Schematic Design Phase.

02.1.4 During the Construction Documents Phase, the approved schematic design and scope of work will be further developed and documented to a level suitable for contractor bidding, construction, and building permit procurement purposes.

- (1) These Documents shall bear the professional seal and signature of the Architect and the Architect's Consultants.
- (2) Building Permit Procurement: The Client and/or Contractor is responsible for obtaining a Building Permit.

02.1.5 The Architect will conduct a thorough building code review, and ensure the proposed Design is in compliance; specific to the building type. All design and documentation are to comply with applicable State/Local zoning laws and the current International Building Code (IBC). This may include:

- (1) Building Code of New York State
- (2) Energy Conservation Construction Code of New York State
- (3) Existing Building Code of New York State

02.1.6 The findings of the building code and structural analysis conducted during the schematic design phase will be documented to support the building permit application. This may include:

- (1) Floor Plan diagrams, notes and details, etc.

02.1.7 The International Energy Conservation Code establishes mandatory standards for energy efficiency in buildings to reduce energy consumption.

- (1) The Architect will design the project by integrating the prescriptive method for the building envelope.

02.1.8 The architectural documents package shall include:

- (1) Drawings, Diagrams, specifications and/or Narratives; as required to convey design intent. The format and media of the drawings are determined at the architect's discretion. We typically prepare our documents using a 24" x 36" title block; however, for smaller projects, we may issue drawings in an 11" x 17" format when appropriate.
- (2) For a project of this size and scope, a full project manual is not necessary. Instead, we plan to incorporate general specifications directly within the drawings to enhance clarity and ensure coordination with the General Contractor.
- (3) The list of drawings provided in this section represents the typical documentation we include. Most Authorities Having Jurisdiction (AHJs) require a site plan, floor plans, elevations, building sections, and various detailed drawings. In practice, we often go above and beyond these minimum requirements, including additional drawings to help ensure the AHJ and contractors have a clear understanding of the full scope of work.
 - (a) Drawings may include: Cover sheet, site diagram, life safety code plan, floor plan(s), roof plan, exterior elevation(s), building section(s), wall section(s), reflected ceiling plan(s), interior elevation(s), casework details, schedules, details and notes.

02.1.9 Structural Design:

- (1) Perform one (1) site visit to evaluate existing conditions, verify the existing structure, gather field dimensions as needed, and review the available 3D laser scan and existing building data.
- (2) Perform a structural analysis to evaluate the impact of the proposed roof assembly on the existing structure and establish applicable design loads in accordance with the 2025 Building Code of New York State.
- (3) Evaluate the existing structural support system for compliance with the proposed roof loads and current code-required design loads, and design structural reinforcement, if required.
- (4) Develop structural construction documents incorporating any structural reinforcement determined to be necessary based on the structural analysis.

02.2 Bidding Support:

- (1) The Architect will provide a scope of work and bid form to the Client to assist with Contractor Bidding.
- (2) The Architect will prepare two (2) separate bid packages: (1) Masonry Reconstruction and (2) Roof Replacement.
- (3) The Architect will provide the completed bid documents to the Client in electronic (PDF) format. The Client will be responsible for distributing the documents to prospective contractors for bidding.
- (4) The Architect will attend (2) pre-bid meeting, if applicable
- (5) Review and Respond to Request for Information (RFI) questions from the contractors, if applicable
- (6) Prepare and issue addendum(s), if applicable
- (7) The Architect and Engineer is responsible for responding to the AHJ comments

03 Exclusions

The Architect shall not provide any of the following services to Client, unless specifically requested in writing by the Client as "Additional Services":

03.1 Cost Estimate of the Work

03.2 Engineering Services:

- (1) Civil, Sitework, Landscape, Mechanical, Electrical, Plumbing and Fire Protection
- (2) Environmental and Hazardous materials testing, remediation design and air-monitoring services
- (3) Site surveys with Metes and bounds, topography, site utilities, easement locations.
- (4) Septic System Design
- (5) Geotechnical Services, Special Inspections and permitting services
- (6) Electric, Emergency Generator, Water, Gas, Sanitary and Stormwater service upgrades
- (7) Retaining wall design to achieve desired site elevations

03.3 SEQR, SWPPP application and Inspections

- (1) The project will be limited to an area of no more than one acre of impervious surface.
- (2) No further permits are required for stormwater drainage from the site. It is assumed that stormwater can flow to the public right-of-way or be connected to the existing public

03.4 Planning Board Application, Zoning Board of Appeals (ZBA), Short Environmental Assessment Form, Letter of Intent and Variance Applications.

03.5 Advertisement for Bidding and Bidding support

03.6 Construction Support, Construction Administration and Clerk of the Works Services

03.7 Interior Design Services:

- (1) All interior finishes will be selected by the Client. This may include:
 - (a) Selecting paint color(s)
 - (b) Flooring materials, sizes, patterns and colors
 - (c) Cabinetry style, color and layout
 - (d) Countertop material and colors
 - (e) Design and detail of wood casings, trim, moldings, millwork trim shapes and profiles.

03.8 Specification and bidding for Group 3 - Furniture, Fixture & Equipment (FF&E)

- (1) Including any specialty equipment, devices, and/or furniture.

03.9 Commissioning of the work and Building performance analysis.

03.10 Infrastructure and selection of audio/visual, communication, data, security systems and equipment

03.11 Project Manual: Front end specifications and technical specifications

- (1) The front-end documents include the general and supplementary conditions, the agreement, the bid form, the instructions to bidders, and any other administrative or legal information.

03.12 Post-bidding Project Value engineering and/or redesign

03.13 Contractor Procurement

- (1) Once the Client identifies a preferred General Contractor or Sub-Contractor(s) for the project, it shall be the Client's responsibility to identify and form Agreements with those parties.

04 Compensation

04.1 Professional Fees

Proposed fees for the project have been calculated, based upon the scope of services described above. A summary of these fees and method(s) of compensation are presented in the following table.

04.2 Architectural Services:

Project Phase(s)	Method of Compensation	Fee/Rate
Phase 1 - Masonry Reconstruction and Re-roofing	Fixed-Fee	\$42,000.00
Phase 2 - Structural Reinforcement	Fixed-Fee	\$10,000.00
Phase 3 - Laser scanning of the basement, first floor, and second floor	Fixed-Fee	\$5,000.00
Phase 4 – Bidding Support	Fixed-Fee	\$3,000.00

04.3 Additional Services

- (1) In the event that Additional Services are requested in addition to those anticipated by this Agreement, they will be provided on an hourly rate or unless an alternative means of compensation is negotiated. See hourly rate schedule - effective through December 31, 2026.

04.4 Invoicing

- (1) Invoicing for services rendered will be submitted to the Client on a monthly basis based upon the percentage of the Work completed to date.

04.5 Reimbursable Expenses

- (1) Invoicing for incurred expenses will be submitted to the Client at the completion of each authorized project phase.
- (2) Typical reimbursable expenses ("Reimbursable Expenses") may include (but are not limited to):
 - (a) Application Fee(s)
 - (b) Mileage expenses (Auto) at the prevailing rates established by the Internal Revenue Service
 - (c) Lodging
 - (d) Meals in connection with travel
 - (e) Postage, Shipping and Handling Cost
 - (f) Black and White Reprographics (small and large format Drawings, Project Manuals, etc.)
 - (g) Hi-Resolution Color Printing (Presentation Drawings, Artwork, etc.)
 - (h) Expense of renderings, models, mock-ups, professional photography and presentation materials requested by the client

05 Terms and Conditions

05.1 This document shall serve as the form of contract for this project.

05.2 Payment

- (1) Payments are due and payable within thirty (30) days from the date of the invoice. The client will have ten (10) days from receipt of the invoice in which to review it for accuracy, and after ten (10) business days from receipt of the invoice, said invoice will be deemed accurate. An interest charge equal to the Bank of America Prime Rate plus 1.5% shall accrue on any unpaid balance not received sixty (60) days following receipt of an invoice.

05.3 Reimbursable Expenses

- (1) The Architect shall be reimbursed for Reimbursable Expenses incurred in the interest of the project, as set forth in this Agreement. The Reimbursable Expenses shall be billed to the Client at 1.15x cost.

05.4 Standard of Care

- (1) Notwithstanding anything contained herein to the contrary, the standard of care for all professional services performed or furnished by the Architect will be the care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. No other warranty, express or implied is made or intended related to the services provided.

05.5 Client Obligations

- (1) As expeditiously as necessary for orderly performance of the work, the Client shall furnish, at their own expense, all information, requirements, reports, data, surveys and instructions required by this agreement, along with all such other information as Architect may reasonably request.
- (2) The Architect may use all such information, requirements, reports, data, surveys and instructions in performing its services, is entitled to rely upon the accuracy and completeness thereof, and is entitled to act in reasonable reliance upon the information provided by the Client.
- (3) If Client becomes aware of any fault or defect in the project or the Architect's services, the Client shall promptly notify the Architect.

05.6 Sub-consultants

- (1) The Architect may use the services of sub-consultants when, in the Architect's sole opinion; it is appropriate and customary to do so.
- (2) If sub-consultants are separately engaged by the Client to work under the general direction of the Architect, the Architect shall have no responsibility or liability for the performance or technical sufficiency or the services of such persons or entities.

05.7 Delays

- (1) The Architect is not responsible for delays caused by factors beyond the Architect's reasonable control, including, but not limited to: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) government order or law; (d) action by any governmental authority; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) epidemic, pandemic or similar influenza; (h) emergency state; (i) shortage of power; and (j) other similar events beyond the reasonable control of Architect.
- (2) When such delays beyond the Architect's reasonable control occur, the Client agrees that the Architect is not responsible for damages, nor shall the Architect be deemed to be in default of this Agreement.

05.8 Dispute Resolution

- (1) Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- (2) The Client and Architect shall endeavor to resolve claims and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint of other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- (3) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

05.9 Ownership of Documents

- (1) Drawings, schedules, and specifications as instruments of services are and shall remain the sole and exclusive property of the Architect whether the project for which they are prepared is executed or not. This includes documents in electronic form. The Client shall be permitted to retain copies, including reproducible copies of such drawings, schedules and specifications for information and reference in connection with the Client's use and occupancy of the project; provided, however, that the Architect shall retain any and all copyright privileges in and to such drawings, schedules and specifications. The drawings, schedules and specifications shall not be used by the Client on other projects, for additions to this project, or (provided the Architect is not in default under this Agreement) for completion of this project by others, or published in any manner whatsoever, except by prior agreement of the Architect in writing and with appropriate compensation to the Architect.

05.10 Indemnification

- (1) Architect agrees to indemnify and hold harmless Client from and against any and all liabilities, damages and costs (including reasonable attorneys' fees and costs or defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of professional services under this Agreement, by the negligent acts, errors, and omissions of the Architect or anyone for whom the Architect is legally responsible, subject to the limitations set forth in the Limitation of Liability paragraph of these Terms and Conditions.
- (2) The Client agrees to indemnify and hold harmless Architect from and against any liabilities, damages and costs (including reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors, or omissions of the Client, Client's contractors, design professionals or anyone for whom the Client is legal responsible.

05.11 Limitation of Liability

- (1) In recognition of the relative risks and benefits of the project to both the Client and the Architect, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Architect and Architect's officers, directors, owners, employees and sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or expenses arising out of this Agreement from any cause or causes, so that the total aggregate liability of the Architect and Architect's officers, directors, owners, employees, and sub-consultants to all those named shall not exceed the total fees paid to the Architect for services rendered on this project.

05.12 Suspension of Work

- (1) If the Client suspends work on the project for more than ninety (90) days by written notice or by failure to timely communicate with the Architect, the Architect shall be compensated for services rendered prior to such suspension. When the project is resumed, Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- (2) If any invoice is outstanding for more than thirty (30) days from the date due, the Architect shall have the right, in addition to any and all other rights provided by law, to refuse to render further services to the Client and such act or acts shall not be deemed breach of this Agreement. In the event of a suspension of services, the Architect shall have no liability to the Client for delay or for any losses, expenses or other damages incurred by the Client because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to the suspension and any expenses incurred in the interruption and resumption of the Architect's services. Continued performances and/or completion of work by the Architect under this Agreement is contingent upon payment of fees by the Client.

05.13 Termination of Services

- (1) This Agreement may be terminated by Architect upon seven (7) days written notice should Client fail substantially to perform in accordance with its terms through no fault of the Architect. This Agreement may be terminated by the Client upon seven (7) days written notice to the Architect should the Architect fail substantially to perform in accordance with its terms through no fault of the Client. In the event of termination for any reason (including, without limitation a determination by the Client not to move forward with the project), the Architect shall be compensated for all services performed prior to the termination date, together with Reimbursable Expenses.

05.14 Americans with Disabilities Act

- (1) With respect to the Americans with Disabilities Act ("ADA"), Client acknowledges that the ADA is not a detailed building code and that its requirements are general in nature and open to differing interpretations. Architect will use its reasonable professional efforts to interpret applicable ADA requirements and to advise Client in this regard. However, Architect cannot warrant or represent that the services provided under this Agreement will result in full compliance with the ADA or all interpretations of ADA requirements by regulatory bodies or court decisions. In addition, if Client requires that the construction of the project deviates from Architect's reasonable judgment and understanding of the provisions of the ADA, Client shall defend, indemnify and hold Architect harmless from any claim based on such deviation.

05.15 Waiver of Consequential Damages

- (1) Neither party shall be liable to the other party for any indirect, consequential, special, incidental, reliance, or punitive damages (including, but not limited to any lost profits, lost revenues, lost savings, or harm to business) arising out of or relating to either party's performance or non-performance under this Agreement.

05.16 Insurance

- (1) The Architect will effect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Architect will furnish the Client with Certificates of Insurance stating the coverages and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of professional services and caused by any negligent act, errors, or omissions for which the Architect may be legally liable. The Architect shall maintain the following maximum amounts of insurance during the term of this Agreement: Workmen's Compensation, \$1,000,000; Commercial General Liability (CGL) \$1,000,000; Automobile Liability (CSL) \$1,000,000; Professional Liability \$2,000,000.

05.17 Miscellaneous Provisions

- (1) This Agreement shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof. Any and all disputes, controversies, actions or suits arising out of or relating to this Agreement or the interpretation, performance, breach, validity or enforcement thereof shall have their exclusive venue and jurisdiction in a state or federal court of competent jurisdiction located in Broome County, New York. The Parties hereby irrevocably submit to the jurisdiction of such courts.
- (2) No deduction shall be made from the Architect's compensation on account of claims of negligent errors or omissions in performance of professional services by the Architect, except pursuant to a judicial award or an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining.
- (3) The Client shall reimburse the Architect for all costs incurred in collection of unpaid accounts, including, but not limited to all reasonable attorneys' fees and legal expenses.
- (4) This Agreement may not be assigned by Client without Architect's prior written consent.
- (5) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted assigns.
- (6) In the event that any provision or provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.
- (7) No delay or failure of either party to exercise any right, remedy or power hereunder shall impair the same or be construed as a waiver thereof. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- (8) This Agreement, together with the drawing and schedules attached hereto or referenced herein, embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements or understandings between the parties. This Agreement may be amended only by a writing signed by Client and Architect.
- (9) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Signatures delivered by facsimile, PDF or other electronic means shall be as good and sufficient as original signatures for all purposes.
- (10) The Architect shall have the right to include photographic or artistic representations of the design of the project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed project to make such representations. However, the Architect's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Architect in the Client's promotional materials for the project. This subparagraph shall survive the termination of this Agreement unless the Client terminates this Agreement pursuant to its terms.

06 Authorization

Your signature in the space provided below will indicate your understanding of the project description, proposed services, exclusions, compensation and terms and conditions of this Agreement. By returning a signed copy of this document to the Architect, you will be confirming your acceptance of this proposal and issuing the official Notice to Proceed for the commencement of services on this Project.

Client– Signature:

Client– Printed Name/Title:

Date:

Architect – Signature:

A handwritten signature in blue ink that reads 'MA Lombardini'.

Architect – Printed Name:

Michael A. Lombardini, RA

Date:

07.06.2026

07 Hourly Rate and Reprographic Expenses

The following fees will be charged for basic services and additional services that are billed on an hourly basis.

Personnel

Hourly Billing Rate

Architectural Services

Partner-in Charge	\$180.00
Project Architect	\$140.00
Project/ Interior Designer	\$110.00

MEP Engineering Services

Principle, PE	\$250.00
Senior Project Engineer	\$210.00
Project Engineer	\$180.00
Senior Engineer	\$155.00
Assistant Engineer	\$135.00
Junior Engineer	\$125.00

Structural Engineering Services

Senior Project Engineer	\$160.00
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Civil Engineering Services

Principal	\$170.00
Senior Engineer	\$135.00
Staff Engineer	\$110.00
Junior Staff Engineer	\$90.00

Reprographic Expenses

Cost Per Sheet

Black and White Printing

8.5 x 11 sheets (A size)	\$0.50 per sheet
11 x 17 sheets (B size)	\$1.00 per sheet
Larger Format sheets (C, D & E sizes)	Rates established by "Dataflow"

Hi-Resolution Color Printing

8.5 x 11 sheets (A size)	\$1.00 per sheet
11 x 17 sheets (B size)	\$2.00 per sheet
Larger Format sheets (C, D & E sizes)	Rates established by "Dataflow"

The applicable hourly rates and reimbursable expenses shall remain in effect through December 31, 2026, unless otherwise amended. These rates and expenses are subject to annual review and may be modified at the discretion of the firm, provided that written notice of any changes is given no less than thirty (30) days in advance.

TCPDC SOP

INVOICE PROCESSING AND CHECK DISBURSEMENT

SOP NO.	APPROVED BY	EFFECTIVE DATE:	REVISED DATE:
2	TCPDC BOD	July 22, 2026	

PURPOSE:	To establish a standardized, controlled, and efficient process for receiving, validating, and paying invoices for goods and services, ensuring accuracy, compliance, and timely payment. This procedure applies to all invoices submitted to the TCPDC for payment.		
DEFINITIONS:	3-Way Match: A payment control process requiring documented board authorization, verification of goods or services received, and a matching vendor invoice before payment. Authorized Signatory: A Board-designated member (e.g., Chair, Treasurer, or appointed Board Member) approved by resolution to sign checks and authorize disbursements on behalf of the TCPDC. AP: Accounts Payable - Funds the TCPDC owes to vendors for goods or services received but not yet paid.		
ACCOUNTING SYSTEM AND FIRM:	QuickBooks Online (QBO) Bowers Accountants & Advisors: External accounting firm		
INTERNAL CONTROL STRENGTH ASSESSMENT:	This structure includes: - Physical control of blank checks separated from preparation - Documented requests from Staff A → Staff B to release blank checks Dual Board signatures maintained - Independent monthly reconciliation and review - Segregation of preparation, authorization, and reconciliation		
SEGREGATION OF DUTIES SUMMARY:	Function	Responsible Party	
	Invoice Logging	Staff A	
	Bill Entry in QBO	Staff A	
	Check Printing & Packet Assembly	Staff A	
	Check Stock Custody	Staff B	
	Review of Check Stock versus Bill Entry in QBO	Staff B	
	Check Signing	Two Board Members	
	Mailing	Staff A	
	Bank Reconciliation	External Accounting Firm	
	Financial Reporting	External Accounting Firm	
	Board Oversight	Chair and Treasurer	

TCPDC SOP

INVOICE PROCESSING AND CHECK DISBURSEMENT

SOP NO.	APPROVED BY	EFFECTIVE DATE:	REVISED DATE:
2	TCPDC BOD	July 22, 2026	

RESPONSIBILITIES:

Vendor: Submits invoices to the dedicated AP mailing or email address.

Staff A – Administrative Coordinator:

- Receives and date-stamps invoices
- Assigns sequential Invoice Control Numbers
- Performs 3-way matching
- Enters bills into QBO and attaches supporting documentation
- Prepares and prints checks using only check stock released by Staff B
- Assembles check packets for Board review
- Mails signed checks after Board signature and authorization
- Maintains physical invoice files

Staff B – Housing Development Specialist:

- Reviews and initials invoices for payment
- Maintains blank check stock in a locked cabinet
- Releases checks to Staff A upon request and documents:
 - Number of checks requested
 - Invoice control numbers
 - Date and initials
- Monitors check stock usage and reconciles against QBO monthly
- Performs periodic review of checks issued to Staff A
- Retains voided check documentation

Board Authorized Signers:

- Board Chair
- Board Treasurer
- Other Board Member designated by resolution

All checks require two authorized board signatures.

External Accounting Firm:

- Reviews QuickBooks transactions monthly
- Performs independent bank reconciliations
- Reviews check register
- Prepares monthly financial statements
- Provides financial reports to Board

TCPDC SOP

INVOICE PROCESSING AND CHECK DISBURSEMENT

SOP NO.	APPROVED BY	EFFECTIVE DATE:	REVISED DATE:
2	TCPDC BOD	July 22, 2026	

PROCEDURE:

1. Invoice Receipt and Invoice Register

- All invoices must be delivered, mailed, or e-mailed to TCPDC
- Staff A date-stamps all invoices and ensures the invoice contains the required data: Unique invoice number, vendor name, invoice date, description or detailed itemization of goods/services, total amount due and payment terms.
- Staff A enters the bill and uploads invoice in QBO within 24 hrs of receipt.

2. Invoice Verification (3-Way Match)

Before payment, Staff A confirms:

- **Authorization:** Board approved contract, letter of engagement, resolution or budget line.
- **Proof of Receipt/Service:** Goods received, services performed or confirmation of monthly service or subscription by Staff B.
- **Invoice:** Vendor invoice must match authorization and proof of service.
- **Verify Details:** Verify that goods received, services performed, and total amounts match the letter of engagement or contract.
- **Discrepancy Handling:** If a discrepancy exists, contact the vendor for a corrected invoice immediately.
- No duplicate invoices exists.

Payment is only processed when all three elements are consistent.

3. Coding and Approval

- Staff A codes the invoice with the appropriate General Ledger (GL) account code in QBO.
- Staff A routes the invoice electronically or via paper copy for approval
- Invoices under \$1,000: Approved for payment processing by Staff B.
- Invoices over \$1,000: Approved for payment processing by Board.
- Staff B or Chair confirms if the goods/service were received, charges are accurate, expense is within budget, and expense is appropriate for payment.

4. Payment Processing

- Staff A schedules the payment based on cash flow considerations, vendor terms (e.g., Net 30) or as approved by management. Payments are typically processed on a bi-monthly basis.

TCPDC SOP

INVOICE PROCESSING AND CHECK DISBURSEMENT

SOP NO.	APPROVED BY	EFFECTIVE DATE:	REVISED DATE:
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PROCEDURE:

4. Payment Processing (continued)

- Staff A generates payment via check.
- Staff A assembles check packet for Board Member review: Check, invoice, authorization documentation and proof of receipt/service, and on the invoice writes the check #, date of the check and initials.
- Two authorized board members are to sign checks and must also initial and date all pages of the corresponding invoice.

5. Mailing

Once signed, checks are:

- Copied and the copy is attached to the check packet documentation.
- Checks are placed in envelopes with remittance information.
- TCPDC mailing code (ED 6422) is written on envelope.
- Mailed to the vendor address listed on the invoice or vendor file.

6. Monthly Close-Out of A/R Aging Summary Report

The monthly close-out process ensures that all invoices received during the month are properly recorded, processed, and reconciled within the Accounts Payable system.

- The A/R Aging Summary Report must be run in QBO and closed at the end of each month, typically within 3-5 business days after month-end.
- Staff A will review the A/R Aging Summary Report for completeness and add explanation of unpaid bills in the Notes section of the report.
- The A/R Aging Summary Report will be reviewed, initialed, and dated by Staff B
- The monthly A/R Aging Summary Report and supporting documentation will be stored in the Accounting System.

7. Record Retention

- Store electronic copies of completed payment packets (paid invoices, copy of check, authorization documentation and proof of receipt/service) in the Accounting System.
- Maintain records for a minimum of 7 years

TCPDC SOP

INVOICE PROCESSING AND CHECK DISBURSEMENT

SOP NO.	APPROVED BY	EFFECTIVE DATE:	REVISED DATE:
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STOP PAYMENT PROCEDURE:	8. Stop Payment Process: If a check requires cancellation due to loss or other circumstances, a stop payment may be requested and a replacement check issued. The stop payment process is as follows: ◦ Verify that the original check is outstanding and determine when it was mailed. ◦ Checks mailed within the last 7 business days should not be considered lost. Staff should allow a minimum of 7 business days for delivery before requesting a stop-payment and reissuance, unless authorized by the board of directors due to extenuating circumstances. ◦ Confirm with the contractor or vendor that the check has not been received or deposited. ◦ Obtain Board of Directors authorization, before proceeding with a stop-payment request. ◦ Submit and confirm the stop-payment order on the original check. Document proof of stop-payment confirmation and retain all supporting records. ◦ Notify the contractor or vendor that a stop-payment has been placed and that the original check is no longer valid. ◦ Issue the replacement check only after the stop-payment has been successfully completed. ◦ If the original check is subsequently received by the contractor or vendor, instruct them to return it immediately so it can be marked "VOID" and retained with records. ◦ Maintain all documentation related to the original check, stop-payment order, replacement check, and voided check in accordance with recordkeeping procedures.
RELATED DOCUMENTS:	• Procurement Policy • TCPDC By-Laws • Authorized Signatories
NOTES:	

TCPDC SOP

CREDIT CARD PURCHASES

SOP. NO	APPROVED BY	EFFECTIVE DATE:	REVISED DATE:
1	TCPDC BOD	July 22, 2026	

PURPOSE:	The purpose of this SOP is to establish clear internal controls and procedures governing the use of corporate credit cards by the Tioga County Property Development Corporation (“TCPDC”) to: • Ensure purchases are necessary, reasonable, and directly related to official TCPDC business • Safeguard public funds • Prevent fraud, misuse, or unauthorized expenditures • Ensure compliance with New York State laws, fiduciary responsibilities, and Board policies • Promote transparency and accountability
DEFINITIONS:	Authorized Cardholder – An employee formally approved by the Board of Directors to use a TCPDC issued credit card. Business Expense – An expenditure that is necessary, reasonable, and directly related to TCPDC operations or programs. Credit Card Statement – The monthly billing statement issued by the credit card provider. Supporting Documentation – Original itemized receipts, invoices, contracts, travel authorizations, or other records substantiating the business purpose of the charge. Board Treasurer – The Director designated by the Board to oversee financial reporting and internal controls.
INTERNAL CONTROL STRENGTH ASSESSMENT:	To mitigate risk, compensating controls are implemented: • Board-level oversight of all credit card activity • Monthly independent review by the Chair and Treasurer (or another Board member if Treasurer is unavailable) • Formal pre-approval requirements for significant expenditures • Strict documentation requirements • Annual review of credit card activity by the Board or external auditor (if applicable) • Clearly defined spending limits The TCPDC acknowledges the higher risk environment due to limited staffing and therefore emphasizes Board oversight and transparency as primary control mechanisms.

TCPDC SOP

CREDIT CARD PURCHASES

SOP. NO	APPROVED BY	EFFECTIVE DATE:	REVISED DATE:
1	TCPDC BOD	July 22, 2026	

SEGREGATION OF DUTIES SUMMARY:	Function	Responsible Party
	Card use/purchases	Executive Administrator or authorized staff
	Receipt collection & coding	Staff member who did not make the purchase
	Statement reconciliation	Director of ED&P
	Statement approval	Chair and Treasurer
	Payment Authorization	Two authorized signatories
	If both staff members are cardholders: - Each staff member shall reconcile the other's charges. - The Chair and Treasurer shall review and approve all reconciliations. - The Board shall receive a monthly summary of charges. No individual may: - Approve their own charges. - Reconcile and approve the same statement. - Solely control authorization, reconciliation, and payment.	
RESPONSIBILITIES:	Board of Directors	
	- Approves issuance of credit cards and spending limits. - Reviews monthly credit card summaries. - Ensures compliance with financial policies. - Investigates any suspected misuse. - Reviews this SOP annually.	
	Board Treasurer	
	- Reviews and approves monthly credit card statements. - Verifies documentation and business purpose. - Reports concerns to the Board. - Ensures corrective actions are implemented.	
	Director of ED&P	
	- Ensures compliance with this SOP. - Reviews staff card usage. - Submits documentation timely. - Reports lost or stolen cards immediately.	
	Staff Cardholders	
	- Use card only for authorized business purposes. - Obtain required pre-approvals. - Submit itemized receipts within 5 business days of purchase. - Provide written explanation of business purpose for each charge.	

TCPDC SOP

CREDIT CARD PURCHASES

SOP. NO	APPROVED BY	EFFECTIVE DATE:	REVISED DATE:
1	TCPDC BOD	July 22, 2026	

PROCEDURE:

1. Card Issuance

- Credit cards may only be issued upon Board approval.
- The Board shall establish:
 - Individual cardholder
 - Credit limit
 - Authorized use categories (e.g., travel, supplies, training)

2. Authorized Uses

- Permissible expenses include:
 - Operational expenses (e.g. rent, utilities, insurance)
 - Office supplies
 - Program-related expenses
 - Board-approved travel
 - Registration fees for conferences or training
 - Pre-approved operational expenses

Prohibited uses include:

- Personal expenses (strictly prohibited)
- Cash advances
- Alcohol (unless Board-approved for official events)
- Split purchases to avoid approval thresholds
- Gift cards (unless Board-approved for programmatic purposes)

3. Pre-Approval Requirements

- Expenses over \$500 require prior written approval from:
 - The Board Chair or Treasurer (if Executive Administrator is cardholder)
 - The Executive Administrator (if staff cardholder)
 - Travel must comply with the TCPDC's Travel Policy

4. Documentation Requirements

- Each charge must include:
 - Original itemized receipt
 - Written description of business purpose
 - Date and attendees (if meal expense)
 - Program or budget code
- Missing receipts must be documented using a Missing Receipt Form and approved by the Treasurer.
- Repeated missing receipts may result in revocation of card privileges.

TCPDC SOP

CREDIT CARD PURCHASES

SOP. NO	APPROVED BY	EFFECTIVE DATE:	REVISED DATE:
1	TCPDC	July 22, 2026	

PROCEDURE:

5. Monthly Reconciliation Process

- Credit card statement received by designated staff.
- Each charge matched to:
 - Receipt
 - Business purpose explanation
 - Proper budget allocation
- Reconciliation completed within 10 business days.
- Treasurer reviews for accuracy, reasonableness, and compliance with policy
- Chair and Treasurer signs approval.
- Payment processed according to standard disbursement procedures requiring dual authorization.
- Summary report provided to full Board at next meeting.

6. Disputed or Unauthorized Charges

- Cardholder must notify issuer immediately.
- Director and Treasurer must be informed within 1 business day.
- Board Chair notified if material.
- Investigation documented in writing.

7. Misuse of Credit Card

- Improper use may result in:
 - Immediate revocation of card privileges
 - Required reimbursement
 - Disciplinary action
 - Referral to legal authorities (if warranted)
 - The Board shall determine corrective action.

8. Monthly Board Reporting Requirement

In addition to Chair and Treasurer review:

- Management shall prepare a **monthly credit card transaction spreadsheet**.
- The spreadsheet shall include transaction date, vendor, description, business purpose, budget line, amount, cardholder
- The spreadsheet and the full statement shall be presented to the full Board at its next regular meeting.
- The presentation shall be reflected in meeting minutes.
- This requirement serves as a compensating control for limited staffing .

TCPDC SOP

CREDIT CARD PURCHASES

SOP. NO	APPROVED BY	EFFECTIVE DATE:	REVISED DATE:
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PROCEDURE:	9. Payment of Credit Card Balance To avoid finance charges and late fees: • The TCPDC shall pay the full statement balance monthly. • Payment shall be processed in sufficient time to avoid late fees. • Payments shall follow standard disbursement approval procedures requiring dual authorization. • Partial payments are prohibited unless authorized by formal Board resolution
RECORD RETENTION:	All credit card documentation shall be retained in accordance with the TCPDC's Record Retention Policy and NYS records retention requirements (minimum 7 years unless otherwise required). Documentation may be maintained electronically provided it is secure and backed up.
RELATED DOCUMENTS:	• Financial Management Policy • Procurement Policy • Travel and Expense Reimbursement Policy • Code of Ethics • Record Retention Policy • Whistleblower Policy
REVIEW AND MONITORING:	This SOP shall be: • Reviewed annually by the Board of Directors. • Updated as necessary to reflect regulatory changes or operational needs. • Provided to all cardholders upon issuance of a credit card.
NOTES:	