



T C P D C

TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION

607.687. 8256

| www.tiogacountyny.gov

| 56 Main St. Owego NY 13827

Tioga County Property Development Corporation
Regular Board of Directors
Tuesday, November 26, 2024, at 4:00 PM
Ronald E. Dougherty County Office Building
56 Main Street, Owego, NY 13827
Economic Development Conference Room #109

Meeting Minutes

1. Call to Order at 4:04pm
2. Attendance
 - a. Roll Call: R. Kelsey, M. Baratta, H. Murray, M. Sauerbrey, S. Yetter, L. Pelotte, J. Whitmore, J. Case
 - b. Invited Guest: S. Zubalsky-Peer
 - c. Absent: M. Baratta, M. Sauerbrey, S. Yetter
3. Old Business
 - a. Approval of Minutes of Regular Meeting, September 25, 2024
Motion to approve September 25, 2024 Regular Meeting minutes as written
H. Murray/ L. Pelotte/Carried
None Opposed
No Abstention
 - b. Approval of Minutes of Special meeting, October 30, 2024
Motion to approve October 30, 2024 Special Meeting minutes as written
H. Murray/L. Pelotte/Carried
None Opposed
No Abstention
 - c. Acknowledgement of Financial Reports through October 31, 2024
 Financial reports through 10/31/2024 were provided in the meeting packet. R. Kelsey stated he reviewed the financial documents with S. Zubalsky-Peer and there were no outstanding comments. Expenses for the last month were primarily related to operational costs, property and maintenance costs, and the projects at 121 Providence and 81 North Ave.
Motion to acknowledge Financial Reports through October 31, 2024.
J. Case/J. Whitmore/Carried
None Opposed
No Abstention
 - d. NYS Main Street Award- The Tioga County Property Development Corporation was awarded \$438,316 for the 6264 North Avenue Rehabilitation Project. S. Zubalsky-Peer explained this award was for the upstairs residential units located at 6264



North Avenue building currently undergoing façade work and that the TCPDC would be working with the two building owners to oversee the project; R. Kelsey asked for clarification of the TCPDC role and S. Zubalsky-Peer explained it was more of an oversight and compliance role, that there would be assistance provided with ensuring the building owners were in compliance with the grant requirements through procurement, disbursements, tenant relocation.

e. 81 North Avenue 3rd Floor Demolition

- i. Sunstream Proposal- S. Zubalsky-Peer shared Sunstream’s proposal for \$8,900 to demolish the walls of the 3rd floor of 81 North Avenue; J. Case brought up that another contractor had completed the previous interior demolition work; S. Zubalsky-Peer stated that this contractor had reached out to B. Woodburn and S. Zubalsky-Peer had sent a follow-up email to him but had not heard back from him with interest; it was discussed amongst the group that the price was reasonable and it may be a good idea in terms of safety to have Sunstream complete the wall demo work because of the chance of more pigeon droppings being found inside the walls; S. Zubalsky-Peer explained she informed Sunstream of the SHPO requirement to remove and preserve the doors and all historic trim, including archway, in the 3rd floor; J. Whitmore asked who would be responsible for storing the historic materials; S. Zubalsky-Peer stated the TCPDC would likely store the materials on site

Motion to contract with Sunstream for interior demolition of the 3rd floor of 81 North Avenue in the amount of \$8,900.

**J. Whitmore/H.Murray/Carried
None Opposed
No Abstention**

2. Interior Rehab- the group discussed the three bids- \$875,000 from Nichols Construction, \$716,426 from Tokos Construction, and \$630,000 from Clearview; they asked about the discrepancy in prices; S. Zubalsky-Peer stated it wasn’t possible to know exactly the difference in price because there are no itemized bids; they discussed the potential difference between subcontracting out the metal fabrication for the fire escape stairs vs. in-house fabrication by a welder; the group discussed the capacity of each contractor; Tokos and Clearview were both known to have completed similar scale projects; Nichol’s Construction was known to be fairly new and slow moving in addition to being the highest price; J. Case asked how much the total project cost was estimated to be; she then asked what the return on investment is; R. Kelsey emphasized the mission of the TCPDC to reduce blight and put properties back on the tax roll; he also discussed this money is grant money, it’s public investment of tax payer money into rural NY; S. Zubalsky-Peer and R. Kelsey explained they did a preliminary calculation of cost per square foot based on the total estimated cost of \$784,000 and it came out to about \$251 per square foot; R. Kelsey explained that most of the larger projects he is aware of for bank loans are costing about \$230-\$250 per

square foot so this was not unreasonable; the group discussed the potential end uses of the property, either sale or retaining for rental income of the two residential units and the first floor commercial; J. Whitmore discussed the transformation this project will have on North Avenue when paired with all the other work happening, especially with the recent Main Street award. The group discussed some questions about the plans, specifically the rear egress stairs and the need to have a P.E. involved to determine the load bearing capacity.

Motion to contract with Clearview Construction for the interior rehabilitation of 81 North Avenue in the amount of \$630,000 contingent upon meeting to answer unresolved questions from architect plans.

**J. Whitmore/H.Murray/Carried
None Opposed
No Abstention**

- f. Meeting Schedule- S. Zubalsky-Peer discussed the fact that the TCPDC is now funding more involved rehabilitation projects and waiting for every other month decisions about construction work is not feasible for project timelines; the group discussed allowing for a field directive up to a set amount that would give authority to S. Zubalsky-Peer, R. Kelsey as Chair, the construction manager, and contractor to mutually approved change orders without having to come to a full board meeting for a vote; the group discussed email votes with affirmations at the following board meeting; the group also discussed moving the schedule to monthly meetings; the group did not feel it was time to move to monthly meetings and agreed that if necessary, a virtual meeting between meetings could be called for contingent upon meeting the appropriate notice requirements; the Board agreed to a \$25,000 (aggregate) field directive, email votes with in-person affirmations at the following meeting, and the possibility of virtual meetings as necessary, especially in cases where Board members were out of town
- g. Deluge Media Contract- S. Zubalsky-Peer presented the contract for the 2025 year in the amount of \$2,968.18; R. Kelsey asked what percentage of the contract was split between IDA, Land Bank, and ED&P; S. Zubalsky-Peer stated she did not know but could find out; she thought the IDA was also contracted for the same amount; H. Murray, J. Case, and R. Kelsey asked what had been done in the past year in terms of media; S. Zubalsky-Peer and H. Murray mentioned the “year in review” document; S. Zubalsky-Peer also mentioned photographs of on-going projects on social media and potential video of 81 North Avenue; the group asked that the contract be approved contingent upon having Deluge Media do more in-depth coverage of the bigger rehabilitation projects.

Motion to contract with Deluge Media for 2025 in the amount of \$2,968.18 with oversight by Executive Administrator for appropriate project media coverage.

**R. Kelsey/L. Pelotte/Carried
None Opposed
No Abstention**

- h. Reminders

- i. Annual Policy Review- S. Zubalsky-Peer reminded the board members present that the annual policy review was upcoming for the TCPDC; S. Zubalsky-Peer let them know she would send an email with policies next month
 - ii. Annual Board Evaluations- S. Zubalsky-Peer reminded the board members that they would also receive the Board Evaluation form and these would need to be completed by each member
 - iii. Reappointments- S. Zubalsky-Peer reminded the group that S. Yetter, L. Pelotte, and J. Whitmore were up for reappointment and that the Governance Committee would need to meet to send their recommendation to the Legislature
- i. Attorney reviews
 - i. Policies- S. Zubalsky-Peer let the group know that prior to the upcoming Annual Policy Review, she sent a list of TCPDC policies that needed to be updated due to changes in laws; she sent these to J. Meagher for review and update
 - ii. Draft insurance policies- S. Zubalsky-Peer let the group know she and R. Kelsey had discussed having the attorney J. Meagher draft insurance policies for 1) TCPDC owned properties based on end use of demolition, stabilization, or rehabilitation; 2) minimum insurance requirements for contractors performing work on TCPDC owned properties; this discussion arose from a contractor sending an insurance policy that S. Zubalsky-Peer felt was low on coverage but was speced to what had been included in the architect plans; the TCPDC does not currently have a formal policy on minimum insurance requirements; the other issue that arose was an error on the TCPDC policy that did not have full coverage on one of the properties and did not have the correct date; S. Zubalsky-Peer and R. Kelsey assured the group the error had since been corrected to the appropriate amount and back-dated to the correct date; the group agreed having a formal policy would be a best practice

4. Old Business

- a. Status of NYSHCR-Land Bank Initiative (LBI) projects
 - i. LBI Phase 2- capital improvement funds- S. Zubalsky-Peer informed the group that she had submitted an extension request to HCR for 6 months to complete the grant by June 1, 2025 due to the delays in the projects at 81 North Avenue, 121 Providence Street, and 247 Main Street
 - ii. 81 North Avenue- S. Zubalsky-Peer stated the brick repointing of 3 sides of the building was complete; discussed that product used to wash the building and a couple of areas the construction manager and S. Zubalsky-Peer asked the mason to come back out to repair; S. Zubalsky-Peer explained the mortar needs to cure before sealing in the spring and stated they had all agreed to hold back \$5,000 from the payment until sealing is completed; the mason will complete the façade repairs in the spring once NYSEG has resolved the power lines

- iii. 121 Providence Street- S. Zubalsky-Peer let the board know the mold remediation and interior gut were complete as of Monday; the final air monitoring was due to be completed today but upon arrival the air monitor found the mold remediation spray was not completely dry and felt it was too slippery to enter the home; the final air monitoring was set to be done Friday and S. Zubalsky-Peer said she would perform a walk through and final inspection with the construction manager the following week; the group discussed thinking about what the plan should be moving forward for the property, to sell as is or complete a full rehabilitation; J. Case asked for an estimate of rehabilitation costs; S. Zubalsky-Peer stated she could not provide that number until a walk through and inspection had been completed; S. Zubalsky-Peer discussed the fact that there are no utilities and if the TCPDC plans to retain the property for any length of time it might be wise to get heat back into the home; J. Case and H. Murray did not realize the utilities had been removed; J. Case asked if there was a furnace and J. Whitmore stated if it was completely gutted it would need the furnace, piping, electric in order to be prepared for utilities; the group decided to wait until a walk through had been performed and asked S. Zubalsky-Peer to provide a cost estimate and also a review of what houses sold for in that area
- iv. 10 Watson Avenue, Newark Valley- S. Zubalsky-Peer stated she had last spoken to J. Meagher on Friday; A. Fleicher had last written a strongly worded email very unhappy with not having the release of deed restriction in hand; J. Meagher said he had through the closing had fallen through and he reached out to A. Fleicher's attorney L. Levy on 11/21 to reiterate the document would be provided at the time of closing
- v. 247 Main Street- S. Zubalsky-Peer stated she and B. Woodburn had met in person with A. Fleicher on 11/7 and explained the contingencies the board had approved last meeting; A. Fleicher stated he needed to discuss and they agreed to communicate via email to keep things in writing; S. Zubalsky-Peer stated she had emailed him twice with no response; once to review the contingencies discussed and in another email providing five dates and times to meet with the construction manager to review the scope of work, budget, and inspection schedule; when A. Fleicher did not respond. S. Zubalsky-Peer reached out to J. Meagher; J. Meagher reached out to attorney L. Levy and two days later Alec sent his strongly worded email that he was unhappy and did not feel comfortable moving forward with 247 Main Street until 10 Watson's deed restriction was resolved; S. Zubalsky-Peer stated upon site visit the 247 Main St with the construction manager and review of the proposed scope of work, budget, and previously secured engineer estimate of over \$400,000 for structural repairs to the property, there were concerns that needed to be discussed with A. Fleicher and the construction manager; J. Whitmore stated he was concerned about the working relationship and the rest of the board affirmed similar concerns; S. Zubalsky-Peer stated it's

in the attorney's hands at this point and she would reach out to the Board as soon as there is an update; H. Murray asked what the plan would be if the TCPDC was stuck with the property; S. Zubalsky-Peer and R. Kelsey discussed there are multiple options available to the Board that can be discussed if it comes to that; the question of whether or not the property could be demolished came up and S. Zubalsky-Peer explained SHPO had previously denied demolition of the front of the house (A. Fleicher had received approved to demolish two of the rear additions), but that the SHPO adverse finding did not completely rule out the possibility of revisiting the issue with SHPO at a future date.

5. Chairman's Remarks- R. Kelsey brought up three items for the board to think about moving forward: 1) the fact that the attorney J. Meagher may retire in the near future; the group discussed what firm might be the best fit and if there was a need for a formal RFP; S. Zubalsky-Peer stated she would find out about the need for RFP for professional services; 2) R. Kelsey brought up the possibility of the old Pizza Hut building being donated to the TCPDC; S. Zubalsky-Peer said she spoke to the owners' attorney via email and he stated he would be happy to have it completed by the end of the year; J. Whitmore stated if it was for tax purposes he believed they had until April 2025; S. Zubalsky-Peer said she would investigate further and that it would be likely a special meeting would be called in December to finalize the projects for the application to the open round of LBI funds; R. Kelsey also brought up the Victory Building and the fact that this would a good opportunity for the TCPDC to explore in 2025 because Tioga County is very scarce on commercial properties with public water and sewer; 3) R. Kelsey brought up the need to figure out a plan for public auctions of properties and how the TCPDC would acquire properties moving forward; S. Zubalsky-Peer stated the NYSLBA call the previous week had discussed setting up a committee to go over this topic and find out what Land Banks across the state were doing; the group discussed how the Supreme Court ruling had impacted acquisition processes; they discussed speaking to other Land Banks about heir properties, holding proceeds of sales in escrow, and if properties go to auction twice and aren't sold, the possibility of the Land Bank purchasing them in foreclosure.
6. Adjournment- **H. Murray made a motion to adjourn at 5:42pm, L. Pelotte seconded**