



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, August 27, 2025 at 4:00 PM
Ronald E. Dougherty County Office Building
56 Main Street, Owego, NY 13827
Economic Development Conference Room #109**

Agenda

1. Call to Order
2. Attendance
 - a. Roll Call: R. Kelsey, M. Baratta, H. Murray, M. Sauerbrey, S. Yetter, J. Case, L. Pelotte, J. Whitmore
 - b. Invited Guests: S. Zubalsky-Peer
3. Old Business
 - a. Approval of Minutes from Regular Board Meeting May 28, 2025 and Special Meeting June 26, 2025
 - b. Acknowledgement of Financial Reports through July 30, 2025.
 - i. Grant Spreadsheet Update
 - c. CompanyCam Software Approval
 - d. Project Updates
 - i. 81 North
 - ii. 121 Providence
 - iii. 247 Main
 - iv. 62-64 North
 - v. 103 Liberty
 - vi. 81 Hickory Park Rd
4. New Business
 - a. RFP Results
 - i. Construction Management
 - ii. Environmental Testing
 - iii. Engineering/Architecture
 - b. LBI Open Round Property Services Application
 - c. Tioga County Administrative Agreement
 - d. Credit Card
 - e. Bank Accounts
 - f. Contract with THOMA re: CDBG Imminent Threat application
 - g. Lease Agreements 81 North Ave

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- h. Change Order 81 North Ave
 - i. Property Management RFP
 - j. Audit RFP
 - k. 247 Main Street Contract for Design
 - l. Executive session- Negotiations
- 5. Chairman's Remarks
 - 6. Adjournment



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**Tioga County Property Development Corporation
Regular Board of Directors
Wednesday, May 28, 2025 at 4:00 PM
Ronald E. Dougherty County Office Building
56 Main Street, Owego, NY 13827
Economic Development Conference Room #109**

DRAFT

Minutes

- 1. Call to Order at 4:04pm
- 2. Attendance
 - a. Present: R. Kelsey, M. Baratta, H. Murray, S. Yetter, J. Case, L. Pelotte, J. Whitmore
 - b. Late: M. Sauerbrey
 - c. Invited Guests: S. Zubalsky-Peer, R. Bunce

R. Kelsey and S. Zubalsky-Peer introduced R. Bunce as a prospective new board member invited to see what the TCPDC does; R. Kelsey stated he has known R. Bunce a very long time and would be happy to have him on the Board, stated the Governance Committee would need to make a recommendation

- 3. Old Business
 - a. Approval of Minutes from April 2025 Meeting

Motion to approve the minutes of the April 9, 2025 Regular Board Meeting as written.

1st S. Yetter
2nd J. Case
In Favor: All
Opposed: 0

- b. Acknowledgement of Financial Reports through April 30, 2025.

R. Kelsey mentioned he had posed a question about how items were recorded, S. Zubalsky-Peer clarified how the accountants record expenses to recognize grant income, not that they are duplicate expenses or multiple checks

Acknowledgement of financial reports through April 30, 2025 as provided.

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1st J. Whitmore
2nd L. Pelotte
In Favor: All

- i. Grant Spreadsheet Update- LBI Phase I Year 3 Funds
- ii. New Grant funds
 - 1. LBI Phase II Amendment
 - 2. LBI Capital Funds

S. Zubalsky-Peer went through the current grant funding spreadsheet explaining remaining funds; have until 8/14/25 to spend operational funds, have a new amendment to the LBI Phase II for acquisition, and the new LBI2 Capital funds have been made available for spenddown, just received the signed grant agreement and approval from the Environmental Assessment Unit at HCR; R. Kelsey requested to have "Capital Funds" notated for the new LBI2 money; S. Zubalsky-Peer stated she has been working with the accountant to set up new tracking spreadsheets to breakdown expenditures based on how reporting is now being completed for HCR

c. Project Updates

i. 81 North

S. Zubalsky-Peer went over to 81 North today and got some photos inside; NYSEG has escalated the project to their Municipal Relations Coordinator Erik V.; stated he is also working with Mayor Baratta regarding the fire station since NYSEG needs to coordinate the work; R. Kelsey asked M. Sauerbrey if there would be value in contacting the public service commission if the NYSEG work does not proceed due to the long delay; Board agreed to give them another week to respond; S. Zubalsky-Peer shared the Sentry Alarms monitoring system agreement which will have continuous monitoring and contact directly to the fire station if the alarm goes off- interconnected alarm with a reset panel in the common area hallway; S. Zubalsky-Peer shared that OHPC have issues with the front windows despite the fact that there has been communication with them since February 2025 including the sharing of all SHPO correspondence, the specification sheet for the new replacement windows, and explanation that the stained glass windows that were existing (many were missing behind the plywood) crumbled as soon as the contractor touched them; S. Zubalsky-Peer also sent an email the week the windows were going to be installed and spoke to the OHPC chair on the phone; one OHPC Board Member brought up that TCPDC is in violation of the COA which states the windows were to be restored; S. Zubalsky-Peer met with Owego Code Enforcement who requested copies of the emails; S. Zubalsky-Peer will attend the next OHPC board meeting in person to get a revised COA; also invited OHPC to come see the stained glass pieces from the original windows; J. Whitmore and H. Murray brought up the fact that original stained glass also contained lead; M. Sauerbrey asked who the board member was that had an issue with the windows, S. Zubalsky-Peer stated she was told it was J. Smith; R. Kelsey asked M. Baratta if the Village of Owego Board would have any say in the matter; M. Baratta stated OHPC would need to officially deny the project and then TCPDC could appeal to the Village Board if needed; S. Zubalsky-Peer did not know or think this would be an issue if the situation is explained and felt confident the situation could be resolved and the project could move forward; mentioned that people have stopped on the street multiple times to mention how beautiful the windows are

ii. 247 Main Street

S. Zubalsky-Peer noted that SHPO approved the demolition of all additions of 247 Main Street with retention of the original, front historic part of the house; explained it is a very large house; performed a walk through with two engineers and the construction manager; S. Zubalsky-Peer has reached out to the Historic Society and the County Historian in an effort to track down photos of the original home; earliest photos found were from 2002; the County Historian did find that Robert of Roberts Rules of Order lived in the home before moving to a house on Front Street and at the time he was registered Republican; waiting on proposals from engineers; S. Zubalsky-Peer stated she wanted everyone to be prepared for a hefty engineering fee because it is a big

project that involves removing the entire back portion of the house and reconstructing the wall and egress; explained the design will have to go through OHPC; there is some debate over the vinyl siding over the original cladding; one of the engineers sat on the Binghamton Historic Commission for a number of years and feels confident he can work with TCPDC and OHPC to make the project historic but also feasible within budget; in conversation with the chair of OHPC, who lives right near 247 Main Street, she had suggested the cladding is quite rotten underneath due to past flooding; J. Whitmore asked for clarification on what the scope of the project is because he missed last meeting and wanted to know if we were putting a design together for someone else to build it out; S. Zubalsky-Peer clarified the design work is being performed for the TCPDC to put grant funds into the property through a bid process to return the property back to the tax rolls and put it into productive use; J. Case asked where on Main Street it is located and the Board clarified for her and she suggested she drive past it ; R. Kelsey asked if it had been divided into apartments into the past and S. Zubalsky-Peer explained the engineers thought at one point it may have been a boarding house based on the interior structure but they had no confirmation which is why they were reaching out for historic resources; R. Kelsey asked for an estimated total rehabilitation cost; S. Zubalsky-Peer said she didn't want to share a cost until the design work and engineer estimates are back; M. Sauerbrey and S. Zubalsky-Peer both said to expect it to be a high number; J. Whitmore asked the square footage without the additions and S. Zubalsky-Peer said she would do the calculations and send it via email to the Board; H. Murray reminded everyone they didn't have a choice on this property because SHPO wouldn't let the Board demolish the whole structure and this is how the Board ends up in these situations; J. Case asked if this is because it is a historic structure; R. Kelsey confirmed; H. Murray emphasized that there is an allowed exemption not to raise the structure but found it ironic the state wants the TCPDC to fix it and not demolish it; S. Zubalsky-Peer stated she has spoken to code about floodproofing, there is a historic exemption, but the utilities will be raised and they can look into the possibility of flood vents; H. Murray said the TCPDC should make it as resilient as they can within their constraints

iii. 62-64 North Ave

S. Zubalsky-Peer reminded the Board this is the NYMS project the TCPDC is administering for Alex Duda and Christopher Liu; the RFPs for Environmental Testing were put out and the deadline was extended to accommodate site visits; two engineers attended the site visit and walked through; S. Zubalsky-Peer also explained she completed two revised submissions to SHPO for owner changes to the work scope and was awaiting approval; H. Murray confirmed that TCPDC was just the administrator of the grant and the property was privately owned and financed; she wanted to know if the grant funds covered a specific scope of work; S. Zubalsky-Peer clarified it was to be used for whatever was originally submitted in their application and the owners had to submit their own private financing as part of the application

iv. 103 Liberty Street

S. Zubalsky-Peer met M. Daly on site; the students have not been working on the project throughout the school year, they were working at on-campus projects; S. Zubalsky-Peer stated she discussed a deadline of the end of the year to M. Daly; the plan is to bring the students back over for the summer and pay them to complete work; S. Zubalsky-Peer stated they were awaiting a third party electrical inspection and permit renewal; S. Zubalsky-Peer explained she has coordinated with code and a third party inspector to get everything in order for them to proceed with work; R. Kelsey provided context to R. Bunce that this project has been quite lengthy over the period of 3 years; S. Zubalsky-Peer stated she also offered if at any point they feel they can't finish the work, she would be willing to hire a contractor through the TCPDC to complete it; M. Sauerbrey agreed that at some point the work needed to get done

v. Homebuyer Development Grant Application

S Zubalsky-Peer reminded the Board this application is for new construction of single-family homes on Temple/Liberty Streets; stated there is not much to update on this as it's been pushed to the back burner due to the open nature of the application and the on-going projects underway that require more immediate attention; She did reach out to the modular company to get updated pricing; reminded H. Murray she asked to meet to discuss the project and they should set a date to discuss

4. New Business

Motion to enter executive session to discuss negotiations

1st M. Sauerbrey

2nd M. Baratta

In Favor: All

Opposed: 0

- a. 121 Providence, Waverly- Engineering Negotiation
- b. 81 Hickory Road, Owego- Negotiation
- c. 39 Railroad Ave- Negotiation
- d. Company Cam Software

S Zubalsky-Peer explained she and B. Woodburn attended a demo of this software which can be utilized for project management and grant management to maintain project documents all in one place; explained that when you go out on site, you log in, the project is geotagged and you set up an entire portfolio to house all project pictures, all grant documentation, anything you need contractor signatures on who can sign digitally; she explained it is a cloud based software that can be accessed in the field on a phone app or tablet; the intent is to have the TCPDC utilize the software and if it is well received to expand its use to ED&P as an all inclusive grant management software; S. Zubalsky-Peer stated it would need to be cleared by county IT; the pricing is currently \$2,200 a year and the TCPDC has enough operational funds to cover the cost because there was money put into the operational budget to pay back taxes on foreclosure properties, but no properties were taken during the foreclosure process as a result of the Supreme Court case; in the future, the cost could be split between TCPDC and ED&P; the Board concurred it was a very reasonable cost and would be worth it; M. Sauerbrey emphasized conferring with County IT; H. Murray asked what is the problem we are trying to solve by utilizing this software, what's the inadequacy of the current process of doing things; S. Zubalsky-Peer explained that currently files are stored partially digitally in separate folders on the County network, on different drives, and partially in physical folders; explained the County IT system is a bit cumbersome when multiple people are working on a project and that when she is out on site, very often she has to tell everyone she needs to wait until she's back in the office to log in and access documents to provide answers to questions that come up; S. Zubalsky-Peer summed up that the goal is to streamline processes by having everything for a project in one place and providing access out on site; R. Kelsey reiterated it's for efficiency; M. Sauerbrey stated the county system is all government based, all dollars and cents and kept relatively simple, primarily based in MUNIS; S. Yetter stated if County IT puts its blessing on it and it will integrate without security issues he would fully support it; L. Pelotte stated she thought it was a great idea to have it all in once place and asked if S. Zubalsky-Peer would need a tablet or device to utilize the software; S. Zubalsky-Peer said yes but at this time an actual device had not been identified since it was not formally approved; J. Whitmore asked if the software had any other capabilities; S. Zubalsky-Peer stated they can collaborate with the construction manager to upload a schedule of values and track spending and pricing per project

Motion to approve purchase of Company Cam software contingent on software and device approval by Tioga County IT

1st M Baratta

2nd L. Pelotte

In Favor: All

Opposed: 0

5. Chairman's Remarks

R. Kelsey asked S. Zubalsky-Peer to let R. Bunce know project areas and costs throughout the county; S. Zubalsky-Peer brought up the annual report to show investment throughout Tioga County; R. Kelsey stated the reason R. Bunce had been asked to join the Board was to get representation from other areas of the County; R. Bunce asked if the TCPDC does demolition and sells the vacant lots; R. Kelsey stated yes but the TCPDC did not typically make any money from the sales as they typically were for \$1; H. Murray stated that strategy is not their preference; R. Kelsey explained very often the lots of demolished homes are too tiny to rebuild on due to updated setback requirements; S. Zubalsky-Peer explained data shows there is not much new construction by private developers in Tioga County; R. Bunce asked where the funds come from to do this work and if it was an application each year; S. Zubalsky-Peer explained the primary funding source is Land Bank Initiative Funds through New York State Homes and Community Renewal and the TCPDC goes through an application process when HCR releases RFAs, typically an open round to include all expected projects within a two-year timeframe; explained the eligibility of projects and uses is changing each round of funding and the TCPDC evaluates each year what they are allowed to do, what projects are in the pipeline, and determine what to include in each application; explained the difficulty with the Supreme Court case that impacted how Land Banks acquire properties through county foreclosure processes and currently the TCPDC is currently focusing on private acquisitions; R. Kelsey stated the hope is at some point to create a sustainable operational revenue source through a portfolio big enough to sustain itself; R. Bunce asked if there is in fact revenue from the projects; S. Zubalsky-Peer explained up until this point the TCPDC primarily worked through sale to private developers which typically included very low sale costs and they were currently undertaking their first projects for rehabilitation and sale themselves for unrestricted income; H. Murray stated the intent is to retain 81 North Avenue and rent it out as a revenue for operations

6. Adjournment at 5:34 pm



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Tioga County Property Development Corporation

Special Board of Directors

Wednesday, June 25, 2025 at 4:00 PM

Ronald E. Dougherty County Office Building

56 Main Street, Owego, NY 13827

Economic Development Conference Room #109

DRAFT

Minutes

- 1. Call to Order 4:00pm
- 2. Attendance
 - a. Present: R. Kelsey, H. Murray, M. Sauerbrey, S. Yetter, J. Case, L. Pelotte
 - b. Late: M. Baratta, J. Whitmore
 - c. Invited Guests: S. Zubalsky-Peer
- 3. Old Business
 - a. Project Updates
 - i. 81 North

Front windows are complete; OHPC issued revised certificate of appropriateness; R. Kelsey wanted to confirm that vote was unanimous, S. Zubalsky-Peer confirmed it was. M. Sauerbrey asked if the NYSEG work was complete; S. Zubalsky-Peer stated she believed it was because many of the businesses on North Ave were closed due to the work, the contractor was not on site today but she would check, R. Kelsey mentioned the publicity surrounding NYSEG and the Owego Fire Station project; J. Case asked for information as she was not aware of the issues; M. Sauerbrey filled J. Case in on the fire station project; S. Zubalsky-Peer stated she did not have any issues with anyone she spoke to at NYSEG but the work coordination took longer than expected. S. Zubalsky-Peer stated still waiting on front commercial space windows to come in; extension through July 31st for completion; M. Sauerbrey wanted to know what color it would be, S. Zubalsky-Peer stated the contractor was trying to choose a color off the historic color palette to stay as true to the original as possible. R. Kelsey asked if there was a tentative date for renting the spaces and if there is a property manager lined up; S. Zubalsky-Peer stated there is a draft property management RFP prepared but the Board needs to get through the three existing RFPs before that one is issued; H. Murray asked if there's an approximate date for tenant lease up, S. Zubalsky-Peer stated there is not currently a tentative date and much of that would depend upon the management company; H. Murray asked for a tour and M. Sauerbrey mentioned a ribbon cutting

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ii. 121 Providence

S. Zubalsky-Peer spoke with L2 this week, they have the whole building scanned and are actively working on the drawings and will share the drawings with the review committee/board once she has them. R. Kelsey asked how long for the next step of the process; S. Zubalsky-Peer stated the contract with the architect firm stated 8 weeks from the signing of the contract to complete the drawings, then the documents will go out to bid to contractors, it's possible exterior work may begin by the end of the year depending on weather and work will commence in the spring; H. Murray asked if it's soup to nuts in 8 weeks or just the schematics; S. Zubalsky-Peer said the whole thing; H. Murray asked if the review committee could review the schematics

4. New Business

a. Community Foundation of South Central NY- Women's Fund

S. Zubalsky-Peer stated TCPDC was awarded \$8,000 funds; meeting scheduled for July 1st to discuss timelines, finalize documents, start putting things in motion to get the class together; will meet with media consultant the following week to prepare advertising; S. Zubalsky-Peer will present information to the Board before everything is finalized.

Motion to accept the award and authorize myself and Board Chair to execute necessary documents.

1st M. Baratta
2nd L. Pelotte
In Favor: All
Opposed: 0

b. LBI Operational Funds

S. Zubalsky-Peer informed the Board HCR has released an RFA for Land Bank Initiative Operational Funds due July 14th; HCR would like them submitted ASAP; TCPDC can apply for full \$200,000 based on Adopted 2025 budget, with the option for a second year based on satisfactory expenditure in first year; M. Sauerbrey asked if there are limitations on the use of funds; S. Zubalsky-Peer explained eligible expenses include pre-development, TA, OTPS, staff (which TCPDC does not currently have), property maintenance, all categories fall under general administration; H. Murray clarified if the funds can be used for environmental testing and engineering costs, S. Zubalsky-Peer confirmed these are eligible items under pre-development

Motion to authorize submission of an application in the amount of \$200,000 for the Land Bank Initiative Operational Funds and authorization for S. Zubalsky-Peer and R. Kelsey to sign all necessary documents for submission.

1st: M. Sauerbrey
2nd: H. Murray
In Favor: All
Opposed: 0

c. Board Meeting Schedule

S. Zubalsky-Peer proposed moving the schedule to monthly meetings; B. Woodburn, S. Zubalsky-Peer, R. Kelsey met with H. Murray after going through the L2 proposal; all feel given the increased activity in projects and scope of projects, it would benefit the TCPDC to move to monthly meetings to avoid delays in projects due to length of time between meetings and allow

more time to discuss agenda items more in depth to avoid lengthy meetings with packed agendas; proposed keeping the last Wednesday of the month every month, with exception of holiday scheduling; S. Zubalsky-Peer let the board know if there is a month where the only agenda items are only monthly minutes and financials, the meeting could be canceled if there are no other pressing agenda items; H. Murray confirmed monthly financials and minutes would be at every meeting

Motion to approve monthly meeting schedule the last Wednesday of the month, with exception for holidays.

1st S. Yetter

2nd J. Case

In Favor: All

Opposed: 0

d. Project Review Committee(s)

S. Zubalsky-Peer brought up re-vamping the project review committee charter as provided; explained the intent behind the committee is to provide opportunity for discussion and input outside of regular Board meeting at critical points of project design in greater detail than is appropriate at the regular Board meetings; proposed two meetings during the course of a project, one at project conception to review summary sheet of the property and the committee could discuss proposed ideas for project develop with the design consultant; second meeting when floorplans are completed so the committee could discuss with the consultant any questions or changes; review committee would report back to the full board; R. Kelsey proposed in an attempt to move the process forward, asked for specific members to be identified; S. Zubalsky-Peer said she would send the revised charter to the TCPDC attorney for review and approval and the Board could approve it at the next meeting, she confirmed there was in fact a committee composition included in the charter; M. Sauerbrey stated when she read through it she felt it was good and was preparing the TCPDC to be more professional in its processes

e. RFPs- Review Committee

S. Zubalsky-Peer stated the RFPs for Environmental Testing, Construction Management, and Architecture/Engineering were issued earlier that month to local firms and posted on the NYS Contractor Reporter; due back the end of the month and will need a committee to score them before presenting a recommendation to the Board; Proposed review committee included S.Zubalsky-Peer, B. Woodburn, H. Murray, S. Yetter, and J. Whitmore to ensure an odd number to avoid "ties"; S. Zubalsky-Peer explained the Board can choose to award contracts with more than one firm so that they can rotate through or assign projects based on availability/timelines, stated all questions and answers were provided/posted to bidders and the ability to award multiple contracts was clearly stated in the RFP; R. Kelsey confirmed that if the Board is not satisfied with one of the firms awarded, they could terminate the contract during the Annual Meeting based on unsatisfactory performance; H. Murray asked if the RFP award would roll through the multi-year contract based on time of award or calendar year; S. Zubalsky-Peer stated she would check with the attorney

M. Sauerbrey brought up the proposed new board member R. Bunce; S. Zubalsky-Peer stated she had spoken to R. Kelsey who was aware of a personal health situation; R. Kelsey stated he would speak with R. Bunce regarding the matter

Motion to enter Executive Session to discuss property acquisition negotiations and engineering negotiations.

1st M. Sauerbrey

2nd L. Pelotte

In Favor: All

Opposed: 0

Motion to exit Executive Session

1st H. Murrah

2nd J. Whitmore

In Favor: All

Opposed: 0

5. Chairman's Remarks-None

6. Adjournment at 5:03pm

Construction Management RFP Scores						
	Quality & Completeness of Submission	Qualifications of Individual/firm	Relevant Manamanagement Experience & capacity	Past record of performance, including Land Banks or related non-profits	MWBE/SDVOB Certification	TOTAL
Construction Management Associates, LLC	8.25	30.5	32.75	13.25	4.5	89.25
LaBella Associates	9.25	30.75	30.5	9.75	0.5	80.75
Campus Construction Management	9.5	30.25	30	10.25	0.5	80.5
TamCo	8.5	27.25	26	7.75	2.5	72
Icon Project Solutions	8.25	25.25	25.75	8.5	0.75	68.5
Sandhurst-AEC	7.75	26.5	23	6.25	3	66.5

Environmental Testing RFP Scores					
	Average Turnaround Times	Staffing	Prior Experience	Proposed Unit Price & per Hour Estimates compared with	TOTAL
Delta	9	9.5	19.25	56.75	94.5
O'Rourke Inc.	8.5	7.75	18.25	49.3	83.8
Keystone Environmental	6.75	8	16.5	49.325	80.58
HUNT	9.25	7.25	16.75	44.5	77.75
Ravi Engineering	7.25	9	17.5	39	72.75
Enviroscience Consultants	4	8.5	18	39.975	70.48
Atlantic Testing	6	9	16.5	37.625	69.13
EcoTesting LLC	2.25	3.75	5.75	12.95	24.7

Architecture-Engineering RFP Scores						
	Proposer's capacity and capability to provide the services	Evaluation of the professional qualifications, personal background, and resumes of individuals involved in providing services	Proposer's experience to perform the proposed services	Past record of performance	Ability to rapidly mobilize	TOTAL
Chianis & Anderson	17.25	18.25	18.5	17.5	16	87.5
L2 Studio	16.75	17.25	16.5	17	16.25	83.75
Delta	17.5	17.25	18	13.25	16.75	82.75
C.T. Male	16.5	16	15	8	13.75	69.25
MGDK Architects	14.5	14.25	10.75	11.5	8.75	59.75
Saheb Architecture	12.25	12.75	11.25	6	7.5	49.75

New York State Homes and Community Renewal

**NYS Land Bank Initiative
Open Round Property Services**

2024 Request for Applications



**Homes and
Community Renewal**

**Housing
Trust Fund
Corporation**

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I. OVERVIEW

The NYS Fiscal Year 2022, 2023 and 2024 NYS Budgets allocated a combined \$110 million for the services and expenses of Land Banks. Through two rounds of Land Bank Initiative funding, the Housing Trust Fund Corporation (HTFC) and NYS Homes & Community Renewal's Office of Community Renewal (OCR) have committed a portion of this funding.

Up to \$50 million will be made available to continue to support Land Bank Property Services & Expenses through this 2024 Land Bank Initiative Open Round Request for Applications (RFA). The funding will be offered in open round application with rolling awards to accommodate the varying needs of the Land Banks. Funding through this RFA will support expenses related to property acquisition, building rehabilitation, stabilization, demolition, pre-development, technical assistance & operations for new Land Banks.

II. FUNDING

A. Eligible Applicants

Legally designated Land Banks in New York State formed under the New York State Land Bank Act of 2011 (Article 16 of the Not-for-Profit Corporation law) are eligible to apply for funding.

Land Banks may apply only if funding from prior contracts is fully committed and a minimum of 75% disbursed.

B. Eligible Requests

Land Banks may request between \$300,000 and \$2 million to support Property Services as described in this Request for Applications.

Eligibility for the funding requests will require demonstration of administrative capacity, alignment with existing organizational budget and representative eligible costs.

C. Eligible Activities

Land Banks may request funding for capital and non-capital services and expenses including:

1. Property Acquisition

Acquisition of property may include purchases by Land Bank or support for other buyers. Applicant must provide justification for expense, purpose of acquisition and plan for disposition of property.

2. Predevelopment & Technical Assistance

Building feasibility studies, scope development, environmental studies, other non-capital expenses including consultant expenses critical to property redevelopment, addressing housing issues or organizational capacity.

3. Building Preservation & Development

Interventions to preserve building integrity and safety and create new housing opportunities or prepare sites for development. May include emergency repairs, environmental abatement, moderate or substantial rehabilitation activities or development of new homes for sale to low- and moderate-income households.

4. Demolition

Selective and essential demolition. Funding to be used only as last resort and requires evidence of public notice, community support and a long-term plan for lot following demolition.

5. Program Delivery

Applicants may request up to 5% of the funding request amount for staff or consultant costs directly related to the delivery of the proposed activities. Land Banks must clearly delineate and track these costs to avoid duplication with the Land Bank Initiative Phase I funding.

6. Technical Assistance & Operations Support for New Land Banks

Land Banks approved by ESD after 1/1/2023 may apply for funding for non-capital services and expenses, including staffing and operations costs. 12-month contract term with possible renewals is available.

Maximum request amounts are established based on annual budget size. For consistency, these tiers will be confirmed using the PARIS Budget & Financial Plan Adopted 2024 “Total Expenditures” field.

New Land Banks requesting this support must reach out to LandBanks@hcr.ny.gov for technical assistance and application materials.

Budget Tiers – Total Expenditures	Maximum Request Amount (Not to Exceed)
Up to \$499,999	\$100,000 per year, up to \$300,000 over 3 years
\$500,000 - \$999,999	\$150,000 per year, up to \$450,000 over 3 years
>\$1,000,000	\$200,000 per year, up to \$600,000 over 3 years

III. APPLICATION & AWARD PROCESS

A. How to Apply

Funding round materials will be available on the NYS Homes and Community Renewal website May 23, 2024: <https://hcr.ny.gov/land-bank-initiative>

HCR may revise this RFA as necessary after issuance.

1. Contents of Application

The Application is made available as a multi-tab Excel workbook. Application must be submitted in the Excel format provided with attachments.

A complete application package must be submitted, incomplete or piecemeal submissions will not be accepted.

2. Submitting the Application

The complete application package may be emailed to LandBanks@hcr.ny.gov. Include “*Land Bank Initiative Application*” in the email subject line.

It is the sole responsibility of the applicant to ensure applications are submitted and received by the submission deadline. HTFC is not responsible for any applications that are not received due to technical issues related to email submission. Applicants are encouraged to contact the Office of Community Renewal at 518-474-2057 to confirm receipt of an

application if not received within 48 hours.

3. Application Deadline

Applications will be accepted on an open round basis with rolling awards until **March 31, 2025**, or earlier if funding is fully committed.

4. Application Costs and Materials

HCR and HTFC will not be held liable for any cost incurred by the applicant for work performed in the preparation, production, or submission of an application in response to this RFA. All application materials and information submitted as part of the application shall become the property of HTFC.

B. Application Questions & Technical Assistance

OCR Program Staff are available to answer questions related to the funding opportunity. Direct questions to LandBanks@hcr.ny.gov and include "Land Bank RFA" in the subject line.

C. Threshold Eligibility Review

Applications must pass a threshold review based on the criteria summarized below. Incomplete applications and those that do not meet eligibility requirements may be deemed ineligible and rejected.

- Completeness
All required forms and attachments are submitted.
- Programmatic
Application meets general eligibility requirements, e.g., ineligible applicant, use of funds, timeline.

D. Application Review

Applications that meet threshold eligibility review requirements will be reviewed to confirm alignment with the program objectives and requirements. Specifically:

1. Need & Impact

- Application includes substantial objective data to demonstrate a need for funding for the proposed activities.
- Application explains need for public investment, including LBI funding specifically. Proposal describes why proposed activity is best use for LBI funding.
- A strategic approach is articulated, and proposed activities contribute to existing community renewal and revitalization efforts. Application includes clear explanations of the anticipated impacts, including but not limited to, enhancement of existing assets in the community, expansion of economic opportunities, ability to spur investment of private resources, improvement of aesthetics, and preservation and creation of affordable housing.
- Local support and meaningful collaboration are evident among other stakeholders that have a role in the revitalization process.

2. Financing Plan & Leveraging

- Budget is detailed and clearly outlines proposed uses of funds and substantiates request amount.

- Cost estimates are provided, and application explains how budget was developed and reviewed for reasonableness.
- Applicant documents efforts to secure and leverage other funding sources and includes other funding commitments.

3. Implementation Capacity & Readiness

- Application presents clear, ready to implement activities in proposal.
- Staff experience and capacity are described and appropriate to deliver proposed activities.
- Planning for proposed activities is adequate to advance expeditiously following award and complete proposed activities within eighteen-month contract term.
- Necessary permitting and local approvals are secured or path to approval is outlined.

E. Application Status Notification

Applicants will receive one of the notifications below in response to an application:

- **Ineligible:** Application presents incomplete proposal or ineligible activities. Applicant may be provided an opportunity to remedy incomplete application if HCR identifies administrative errors.
- **Non-Award Notification:** Application presents an unclear proposal; activities are not feasible, or organization does not present adequate capacity to administer the proposed project and will not receive an award under this RFA.
- **Preliminary Award Notification:** Application presents a complete, eligible, competitive and feasible proposal.

F. Award Recommendations and Board Approval

OCR will determine the number of awards and dollar amount of awards recommended based on available funding, proposal quality and feasibility as determined by the review and rating of an application as described above. Recommendations are advanced to the Housing Trust Fund Corporation Board for consideration and the funding award must be approved by the Board prior to award and execution of a grant agreement.

G. General Application and Award Provisions

- HTFC reserves the right to communicate with an applicant for the purpose of addressing clerical and arithmetical errors in applications.
- HTFC reserves the right not to issue an award or contract to any applicant if it has been determined that the applicant is not in compliance with existing contracts and has not taken satisfactory steps to remedy such non-compliance. Activities that commence prior to contract execution and environmental review will not be eligible for reimbursement.
- HTFC reserves the right to award all, more than identified, a portion of, or none of the available funds based upon funding availability, feasibility of the applications received, the competitiveness of the applications, an applicant's ability to meet HTFC criteria for funding, the applicant's ability to advance the State's housing goals, and HTFC's assessment of cost reasonableness. HTFC reserves the right to award all, a portion of, or none of the application's requested amount, and further reserves the right to review an application requesting funds as an application for funding under other programs for which the proposed activity is eligible, and to change or disallow aspects of the applications received.

- HTFC reserves the right to waive any requirement contained in this RFA or revise the terms of this RFA as needed.
- Award of funds does not confirm eligibility of all activities included in an application proposal, and HTFC reserves the right to change or disallow aspects of the applications received and may make such changes an expressed condition of its commitment to provide funding for proposed activities.

IV. Regulations, Guidance & Applicant Obligations

A. Contract Term

Upon approval of funding from HTFC an eighteen-month grant agreement will be provided. Applicants are advised to request funding only for activities that can be completed within this contract term. HTFC reserves the option to amend the term.

B. Equal Employment Opportunity/Minority and Women Owned Business; Service-Disabled Veteran-Owned Businesses

All awardees must submit a Minority/Women-Owned Business Enterprise (M/WBE) Utilization Plan that is acceptable to HCR. Awardees are required to make affirmative efforts to ensure that New York State Certified M/WBE's are afforded opportunities for meaningful participation in activities funded by HTFC. Further, all contractors and awardees must conduct good faith outreach efforts to solicit the participation of NYS-Certified Service-Disabled Veteran-Owned Businesses (SDVOBs) in HTFC financed activities. Enterprises and Businesses certified by New York City or any entity other than New York State do not satisfy this requirement. Additional information can be found at: <https://hcr.ny.gov/deco>

C. Environmental Review

Prior to the formal commitment or expenditure of funds, the environmental effects of each program activity must be assessed in accordance with the State Environmental Quality Review Act ("SEQRA") at 6 NYCRR Part 617.

Applicants are hereby advised that after submission of an application:

- No work may be undertaken including site acquisition, contracts for services, demolition and any other site disturbance beyond investigation or testing activities, until an award is made, and HCR's Environmental Analysis Unit has completed an environmental review and issued an environmental clearance letter to the Applicant.
- To receive Environmental Clearance and approval to proceed, activities & sites will require review and approval by the State Historic Preservation Office, review of location related to floodplains, coastal zone and agricultural districts and compliance with related requirements, confirmation of local zoning approvals, lead based paint and asbestos testing and clearance, and site contamination review.

D. Release of Funds

Following execution of a grant agreement with HTFC, and completion of required Environmental Review approvals, the Land Bank may request funds on a reimbursement or incurred cost basis. Funds will not be advanced.

REVISED AND MODIFIED ADMINISTRATIVE SERVICES AGREEMENT

THIS **REVISED AND MODIFIED ADMINISTRATIVE SERVICES AGREEMENT** (the "Agreement") is by and between the **COUNTY OF TIOGA**, a municipal corporation organized and existing under the laws of the State of New York, with an office for the transaction of business located at 56 Main Street, Owego, NY 13827 (hereinafter referred to as the "County") and the **TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION**, a not-for-profit corporation organized and existing under the laws of the State of New York, with an office for the transaction of business located at 56 Main Street, Owego, NY 13827 (hereinafter referred to as the "Land Bank"), collectively, the "Parties".

WHEREAS, it is the mission of the Land Bank is to foster economic and community development by acquiring, holding, managing, developing and marketing distressed, vacant, abandoned, tax foreclosed, and under-utilized residential and commercial properties; and

WHEREAS, the mission of the Land Bank will be greatly enhanced if the County provides administrative staff, IT technical assistance, office space and equipment via the Tioga County Office of Economic Development and Planning; and

WHEREAS, the County is in a position to provide said administrative staff, IT technical assistance, office space and equipment to the Land Bank.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the Parties do hereby agree as follows:

1. The County agrees to provide administrative staff, IT technical assistance, office space and equipment necessary to support the operations of the Land Bank through the Tioga County Office of Economic Development and Planning as set forth on Exhibit "A" attached hereto.
2. The Land Bank agrees to pay to the County an administrative fee of Twelve Thousand, Five Hundred Dollars (\$12,500.00) to be paid quarterly commencing October 1, 2025 and running through December 31, 2026.

If to the Land Bank: Tioga County Property Development Corporation
56 Main Street
Owego, NY 13827
Attn: Chair, Board of Directors

8. This Agreement shall be governed exclusively by the applicable laws of the State of New York.
9. This Agreement shall be for a term commencing October 1, 2025 and running through December 31, 2026.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day written opposite their signature.

Date: _____, 2025

Ralph Kelsey, Chair
Tioga County Property Development
Corporation, Board of Directors

Date: _____, 2025

Martha Sauerbrey, Chair
Tioga County Legislature

EXHIBIT "A"

ADMINISTRATIVE STAFF, IT TECHNICAL ASSISTANCE, OFFICE SPACE, AND EQUIPMENT
TO BE PROVIDED TO THE LAND BANK

August 13, 2025

Casey Yelverton, Economic Development Specialist
Tioga County Department of Economic Development and Planning
56 Main Street
Owego, NY 13827

Dear Casey:

Based upon our previous discussions, the following is Thoma Development Consultants' written proposal to provide grant writing services in relation to the submission a NYS Community Development Block Grant (CDBG) "Imminent Threat" application for the demolition of vacant buildings.

Our fee will be \$3,500. This includes assistance to the County concerning project scope of work, development of program materials, application preparation, and submission of a pre-application and final application through NYS Consolidated Funding Application (CFA) portal. We will also assist the County in meeting all CDBG requirements, including a public hearing if necessary. If, in the event, the application does not proceed to its expected completion, the County will be billed for the hours that Thoma has worked not-to-exceed the amount identified above.

All the above fees are exclusive of reimbursable costs which would include items such as copying, legal notices, photographs, etc. Hourly fees, if any, and all reimbursable costs associated with the project will be charged as follows:

Senior Consultant:	\$145
Program Manager:	\$125
Program Assistant:	\$65
Clerical:	\$45

The County will be responsible for providing site control information and demolition cost estimates.

If this proposal meets with your approval, please sign the acceptance line below and return a copy to me. Should you or any other County officials have any questions do not hesitate to contact me.

Sincerely



Richard Cunningham
Senior Consultant

ACKNOWLEDGED AND ACCEPTED:

Signed: _____
Tioga County

Date _____

TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION
81 NORTH AVENUE, OWEGO, NY 13827
COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into [DATE], by and between TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION, whose address is 56 MAIN STREET, OWEGO, NY 13827, (hereinafter referred to as "Landlord"), and KATHRYN THOLE whose address is [ADDRESS], (hereinafter referred to as "Tenant").

ARTICLE I - GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in Exhibit "A" attached hereto and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

ARTICLE II - LEASE TERM

Section 1. Total Term of Lease. The term of this Lease shall begin on the commencement date, as defined in Section 2 of this Article II, and shall terminate on [DATE].

Section 2. Commencement Date. The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased remised, so long as such date is not in excess of sixty (60) days subsequent to execution hereof.

ARTICLE III - EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

ARTICLE IV - DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the term of the Lease shall be Fourteen Thousand Four Hundred Dollars (\$14,400.00), plus applicable sales tax.

Section 2. Payment of Yearly Rent. The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which shall be One Thousand Two Hundred Dollars (\$1,200.00), on the first day of each and every calendar month during the term hereof, and prorata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.

Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.

A late fee in the amount of Sixty Dollars (\$60.00) shall be assessed if payment is not postmarked or received by Landlord on or before the tenth day of each month.

ARTICLE V - SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of One Thousand Two Hundred Dollars (\$1,200.00) as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

ARTICLE VI - TAXES

Section 1. Personal Property Taxes. The Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.

Section 2. Real Estate Taxes. During the continuance of this lease Landlord shall deliver to Tenant a copy of any real estate taxes and assessments against the Leased Property. From and after the Commencement Date, the Tenant shall pay to Landlord not later than twenty-one (21) days after the day on which the same may become initially due, all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Tenant's late payment thereof, which shall be levied upon the Leased Premises during the term of this Lease.

Section 3. Contest of Taxes. The Tenant, at its own cost and expense, may, if it shall in good faith so desire, contest by appropriate proceedings the amount of any personal or real property tax. The Tenant may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased

Premises for tax purposes. In any such event, if the Landlord agrees, at the request of the Tenant, to join with the Tenant at Tenant's expense in said proceedings and the Landlord agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings, the Tenant shall have the right to contest the amount of any such tax and the Tenant shall have the right to withhold payment of any such tax, if the statute under which the Tenant is contesting such tax so permits.

Section 4. Payment of Ordinary Assessments. The Tenant shall pay all assessments, ordinary and extraordinary, attributable to or against the Leased Premises not later than twenty-one (21) days after the day on which the same became initially due. The Tenant may take the benefit of any law allowing assessments to be paid in installments and in such event the Tenant shall only be liable for such installments of assessments due during the term hereof.

Section 5. Changes in Method of Taxation. Landlord and Tenant further agree that if at any time during the term of this Lease, the present method of taxation or assessment of real estate shall be changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Leased Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon the Landlord, then the Tenant shall pay all such taxes, assessments, levies, impositions, or charges. Nothing contained in this Lease shall require the Tenant to pay an estate, inheritance, succession, capital levy, corporate franchise, gross receipts, transfer or income tax of the Landlord, nor shall any of the same be deemed real estate taxes as defined herein unless the same be imposed in lieu of the real estate taxes.

ARTICLE VII - CONSTRUCTION AND COMPLETION

Section 1. by TENANT. Tenant may have prepared plans and specifications for the construction of improvements, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Plans must be approved by the Tioga County Property Development Corporation Board of Directors, as documented in meeting minutes, prior to any work beginning. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities, including any approvals necessary from local or state authorities regarding improvements that would impact the historic character of the interior/exterior of the building and its elements, which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and

all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within fourteen (14) days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

Section 2. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.

ARTICLE VIII - OBLIGATIONS FOR REPAIRS

Section 1. Landlord's Repairs. Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of sublessees, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations or failures during the term hereof.

Section 2. Tenant's Repairs. The Tenant shall maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.

Section 3. Requirements of the Law. The Tenant agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Landlord's duty to repair pursuant to Section 1 and 3 of this Article; and such federal, state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense.

All such rebuilding, altering, installing and repairing shall be done in accordance with Plans and Specifications approved by the Tioga County Property Corporation Board of Directors, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order or requirement, as in this Article set forth, shall be with respect to an item which shall be the Tenant's obligation to repair pursuant to Section 2 of this Article VII or with respect to Tenant's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Tenant shall also be entitled to contest the validity thereof.

Section 4. Tenant's Alterations. The Tenant shall have the right, at its sole expense, from time to time, and with approval from the Tioga County Property Development Corporation Board of Directors, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value, nor impact historic elements of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.

Section 5. Permits and Expenses. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

ARTICLE IX - TENANT'S COVENANTS

Section 1. Tenant's Covenants. Tenant covenants and agrees as follows:

- a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;
- b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

ARTICLE X - INDEMNITY BY TENANT

Indemnity and Public Liability. The Tenant shall save Landlord harmless and indemnify

Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than one million dollars for injury or death from one accident and \$250,000.00 property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancellable without ten (10) days prior written notice to Landlord.

ARTICLE XI - USE OF PROPERTY BY TENANT

The Leased Premises may be occupied and used by Tenant exclusively as a PILATES STUDIO to be known as SIMPLE FORM PILATES.

Nothing herein shall give Tenant the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sublessee, assignee, or licensee, which or who shall use the property for any other use.

ARTICLE XII - SIGNAGE

Section 1. Exterior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs. Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

ARTICLE XIII - INSURANCE

Section 1. Insurance Proceeds. In the event of any damage to or destruction of the Leased Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord and Tenant if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage

or destruction, Landlord shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:

- a. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;
- b. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and
- c. the certificate of a supervising architect (selected by Landlord and Tenant and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Landlord, Tenant and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Landlord subject to any rights therein of Landlord's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Tenant shall suffer the deficiency.

Section 2. Subrogation. Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

Section 3. Contribution. Tenant shall reimburse Landlord for all insurance premiums connected with or applicable to the Leased Premises for whatever insurance policy the Landlord, at its sole and exclusive option, should select.

ARTICLE XIV - DAMAGE TO DEMISED PREMISES

Section 1. Abatement or Adjustment of Rent. If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

Section 2. Repairs and Restoration. Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration and comply with conditions (a), (b) and (c) in Section 1 of Article XIII within nine (9) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending ninety (90) days written notice thereof to Landlord, or, in the alternative, Tenant may, during said ninety (90) day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to twenty-five (25%) percent or more of the replacement cost, (exclusive of the land and foundations), this Lease, except as hereinafter provided in Section 3 of Article XV, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

ARTICLE XV - CONDEMNATION

Section 1. Total Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

Section 2. Partial Taking. If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by fifteen (15%) percent or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within thirty (30) days after Tenant shall receive notice of such taking. In the event of termination by Tenant under the provisions of Section 1 of this Article

XV, this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.

Section 3. Restoration. In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.

Section 4. The Award. All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personality and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

Section 5. Release. In the event of any termination of this Lease as the result of the provisions of this Article XV, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

ARTICLE XVI - DEFAULT

Section 1. Landlord's Remedies. In the event that:

- a. Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant, default being herein defined as payment received by Landlord ten (10) or more days subsequent to the due date; or
- b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within thirty (30) days of recordation thereof; or

c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after notice to Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

d. Sixty (60) days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

i. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or

ii. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or

iv. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, Utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

vi. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or

vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or

viii. Pursue such other remedies as are available at law or equity.

e. Landlord's pursuit of any remedy of remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any

combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

Section 2. Landlord's Self Help. If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within thirty (30) days after notice from Landlord specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, shall diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor and save Landlord harmless therefrom. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

Section 3. Tenant's Self Help. If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefor be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefor.

ARTICLE XVII - TITLE

Section 1. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

- a. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and
- b. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of Articles XIII, XIV or XV, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgage shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article XVII means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

Section 2. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord .

Section 3. Zoning and Good Title. Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out

herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use", or valid and binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority. Landlord shall furnish without expense to Tenant, within thirty (30) days after written request therefor by Tenant, a title report covering the Leased Premises showing the condition of title as of the date of such certificate, provided, however, that Landlord's obligation hereunder shall be limited to the furnishing of only one such title report.

Section 4. Licenses. It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefor; the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Leased Premises.

ARTICLE XVIII - EXTENSIONS/WAIVERS/DISPUTES

Section 1. Extension Period. Any extension hereof shall be subject to the provisions of Article III hereof.

Section 2. Holding Over. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 3. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall

be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 4. Disputes. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 5. TENANT'S Right to cure LANDLORD'S Default. In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.

Section 6. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

ARTICLE XIX - PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.

Section 2. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

ARTICLE XX - MISCELLANEOUS

Section 1. Assignment and Subletting. Tenant shall have the absolute right to transfer or assign this lease or to sublet any portion of the Leased Premises only upon the written consent of the Landlord, which consent shall not be unreasonably withheld. The use of the Leased Premises by such assignee or sublessee shall be expressly limited by and to the provisions of this lease.

Section 2. Fixtures. All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 3. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and

deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 4. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 5. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 6. Brokerage. No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

Section 7. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 8. Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with

the laws of the State of New York. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Tioga County, State of New York. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Section 9. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

Section 10. Extraordinary remedies. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

Section 11. Reliance on Financial Statement. Tenant shall furnish concurrently with the execution of this lease, a financial statement of Tenant prepared by an accountant. Tenant, both in corporate capacity, if applicable, and individually, hereby represents and warrants that all the information contained therein is complete, true, and correct. Tenant understands that Landlord is relying upon the accuracy of the information contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial standing, or should Tenant's financial circumstances materially change, Landlord may demand, as additional security, an amount equal to an additional two (2) months' rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of:

"LANDLORD"

"TENANT"

Witness

Witness

EXHIBIT "A" LEGAL DESCRIPTION

The following described real property, together with all improvements thereon:

which has a street address as follows:

Initials:

LANDLORD _____

TENANT _____

EXHIBIT "B" TENANT PLANS AND SPECIFICATIONS

Initials:
LANDLORD _____
TENANT _____



TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION

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

Request for Proposal for Independent Auditing Services Fiscal Years 2026, 2027, 2028

Dated:

Purpose of Request

The Tioga County Property Development Corporation (TCPDC) and Tioga County Industrial Development Agency (IDA) are soliciting proposals from qualified Independent Certified Public Accountants for the purpose of conducting an annual audit of the TCPDC's and IDA's financial statements. The audit period shall cover the fiscal years 2026, 2027, 2028.

Background

The Tioga County Property Development Corporation was incorporated in 2017 and is a public benefit corporation chartered by the State of New York overseen by a nine-member board appointed by the Tioga County Legislature. Authorized under Article 16 of the Not-For-Profit-Corporation Law, the TCPDC is empowered to acquire, demolish, rehabilitate, manage or develop tax-foreclosed, vacant or abandoned properties for the purpose of putting such properties back for productive reuse.

The Tioga County Industrial Development Agency was created in 1971 and is a public authority chartered by the State of New York overseen by a six-member board. Authorized under McKinney's General Municipal Law § 912, the IDA's missions is to promote, develop, encourage and assist in acquiring, constructing, maintaining, equipping and furnishing certain types of projects and facilities, to advance the job opportunities, health, general prosperity, economic welfare and recreation opportunities of the citizens of Tioga County.

Through Administrative Services Agreements between the TCPDC and Tioga County and the IDA and Tioga County, the TCPDC and IDA are located within the County Office Building at 56 Main Street, Owego, NY and receive administrative services and assets from the County. TCPDC and IDA records are maintained by staff and are formatted using a QuickBooks accounting system. The TCPDC and IDA are exempt from federal and state income taxes, as well as sales tax.

Scope of Services

- Conduct the annual audit of the general purpose financial statements in accordance with Generally Accepted Auditing Standards issued by the Comptroller General of the United States and in accordance with the Statutory Requirements prescribed by the Office of New York State Comptroller and the NYS Authorities Budget Office.

A PARTNER OF  TEAM TIOGA

Audit Report Requirements

The following reports are required at the completion of each fiscal year audit engagement:

- The auditor's opinion as to whether the general purpose financial statements present fairly the financial position and results of financial operations of the TCPDC and IDA in accordance with the generally accepted accounting principles for public authorities.
- Reports on compliance with laws, regulations and the provision of contracts and grant agreements. Reports on any non-compliance, which could have a material effect on the financial statements, and any non-compliance, which could have a direct and material effect on any aspect of the statements.
- Schedule of findings and questioned costs.
- An auditor's statement as to whether an internal system of control exists.
- A management letter to the Board of advisory including comments or recommendations relative to improving financial and/or program management.

Financial Statements must be filed with NYS annually by March 31st in order to comply with the Public Authorities Act. The selected firm is required to submit final audit documents to the TCPDC and the IDA no later than March 1st.

Proposal Requirements

1. Qualifications and Experience of the Firm, Partner and Staff.
 - Detail your firm's experience in providing auditing services to municipalities, other public authorities and/or public benefit corporations in the State or New York.
 - Identify the Partner, Manager and in-charge accountant who will be assigned to this engagement and provide biographies.
 - Indicate the breadth and depth of the firm's specialized resources for unique accounting or tax situations.
 - Indicate whether the firm has alliances or affiliations with other firms or organizations to share knowledge and resources.
 - Indicate whether the firm complies with independence requirements as required by the US Government Accountability Office's Government Auditing Standards and the Public Authorities law, adheres to the AICPA's Code of Professional Conduct and is licensed to practice public accounting/auditing in New York State.
 - Provide the names and contact information for other, similar clients of the partner and/or manager that will be assigned to our organization for reference purposes.
 - References may be included and bound at the end of the proposal.

2. Fee Proposal.

Firms should provide a fee schedule which include all costs to perform the audit, tax and compilation engagements as well as costs related to communications, on-site reviews and meetings.

Selection Criteria

1. All information included in the Proposal Requirements are satisfied.
2. Experience with performing an Audit of a NYS Public Authority is preferred, but not required.

Correspondence and Clarifications

All questions pertaining to this RFP shall be submitted on or before 4:00 p.m. on **DATE** via email to Sara Zubalsky-Peer, TCPDC Executive Administrator at zubalsky-peers@tiogacountyny.gov.

Submission of Proposal

Interested accounting professionals shall submit one original copy of their proposal to the TCPDC office by hand, mail, or e-mail **by 4:00 p.m. on DATE** to:

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

Proposal for
Architectural and Historic Preservation Services
for the
247 Main Street, Owego, NY



for
Sara Zubalsky-Peer
Tioga County Property Development Corporation (Land Bank)
56 Main Street, Owego, NY 13827
July 29, 2025



Johnson-Schmidt, Architect, P.C.
Architecture and Historic Preservation
15 East Market Street #202
Corning, NY 14830
607-937-1946
www.PreservationArchitects.com



Rehabilitation and Renovation of
247 Main Street
Owego, NY

Sara Zubalsky-Peer
Tioga County Property Development Corporation
56 Main Street
Owego, NY 13827

July 29, 2025

Dear Sara,

Thank you for the opportunity to meet with you to discuss the renovation and rehabilitation of 247 Main Street in Owego, NY. The building is a wonderful building that contributes nicely to the Owego Central Historic District in which it exists. It would be terrific to have the opportunity to work for you to help you to revitalize this historic building for use as a single family home or as a duplex for two families. Its location on the edge of the residential portion of the neighborhood makes it an important building for maintaining the integrity of the historic residential structures.

We thank you for allowing us to present our qualifications and experience designing and working with our clients to adaptively reuse scores of historic building projects for our clients. I have been working with historic structures since 1984 and our firm's considerable experience revitalizing commercial residential historic buildings, we strongly believe, makes us an excellent fit for your project. Having completed over \$100,000,000 in construction costs for the revitalization of historic buildings (and their historic preservation and housing tax credits) across NYS over the past 10 years with 100% approval by the National Park Service gives us credibility for completing your project, should you choose to utilize our services for this exciting project. In addition, we have completed seven affordable housing projects in historic buildings funded by DHCR over the past five years which were awarded Excellence Awards by the Preservation League of NYS in 2021 and 2024.

One of our projects, the revitalization of Corning Free Academy as apartments, was the cover project for the National Park Service in their statistical annual report in 2016. Our Hawkes Factory II project won one of six national awards given for Historic Preservation Tax Credit Projects from the National Trust Community Investment Corporation and Preservation Action in 2017. We have also won three additional statewide awards from the Preservation League of NYS, an award from the NYS Office of Parks, Recreation and Historic Preservation, and many local awards in Corning, Ithaca, Elmira and Central NY's awards programs.

We look forward to your decision, as we would very much appreciate and look forward to assisting you with your building's revitalization and being a part of your plan to revitalize this historic property for another (few) generation(s) of use as residential space. Thank you very much for the opportunity to meet to discuss the possibilities for the rehabilitation of your building. We would be thrilled to be part of your team and would be excited to start without delay!

Sincerely yours,

Elise Johnson-Schmidt, AIA
Principal Architect



Rehabilitation and Renovation of
247 Main Street
Owego, NY

ARCHITECTURAL SERVICES

GOAL: To provide Full Architectural Services including a complete set of drawings developed for existing conditions, schematic design, building code review, design development, construction documents, bidding and contract administration; to submit drawings to contractor for a building permit to allow the project to begin construction; and provide contract administration for the owner / construction company, including on-site job meetings to answer questions, review submittals and payment applications. Project will look at multiple options as a single family home and as apartments for two residences.

Summary of Work

Our services for 247 Main Street phases of work to include:

- Existing Conditions and Code Review
- Schematic Design
- Design Development
- Construction Documents
- Bidding/Contract Administration

A description of each of these phases is included in the following pages.

Existing Conditions and Code Review

GOAL: Measure existing conditions of building to create accurate CAD-based Revit documents and to perform a code review for the schematic design completed for the building.

- Measure existing conditions (measured using LiDAR with some measurements hand measured)
- Create CAD base drawings (plans, elevations, section(s) completed in Revit)
- Photograph building exterior and interior
- Compile photos, drawings and general physical conditions
- Analysis to determine grant implications
- Create Preliminary Review materials for SHPO feedback if municipal, state or federal funds are utilized
- Undertake a code review of the building for its revitalization

The first phase of work will be to assess the existing conditions by visiting on site to measure the space to confirm the location of all existing walls and finishes. Charles Devine, CAD Manager and Alexander Whydell, Historic Preservationist will measure, photograph & note the conditions to create the base plans for use on the project. These drawings will be used in all phases of the project to create schematic ideas, develop detail drawings & produce construction documents for bidding the future work. Elise Johnson-Schmidt, Principal Architect, and Erik Lundberg, Sr Project Manager, will make a site inspection to ascertain material conditions and opportunities/constraints for the building's revitalization.

During this time, we will meet with you to make sure that we have clearly understood your program for the buildings' revitalization, which I currently understand as follows:

- Evaluate building to explore its reuse as both a single family home and duplex. Effectively and efficiently allocate space for both options and, to the best of our abilities, maintain standards for apartments as affordable housing units which will be designed to adhere to the required HUD standards, if required.
- Assess heating and cooling systems that meet needs of client/new use while retaining design and historic integrity sensibilities (design build or engineered mechanical, electrical, plumbing and fire protection to be supplied to J-SA; J-SA will coordinate with engineers)



Rehabilitation and Renovation of
247 Main Street
Owego, NY

Schematic Design

GOAL: Illustrate use, building layout and number of units (one or two) with preliminary schematic design. Client will guide whether one or two units will be developed.

Utilizing the base drawings created in the previous phase of work, we will review the overall design that was provided and create proposed plans for your consideration of how to arrange the spaces within each unit. This will be based upon the input we receive and translate from the information provided, with consideration given to:

- Use of space
- Condition of finishes and walls
- Natural light
- Mechanical (HVAC) requirements and conditions (design of system not included in architecture contract but coordination with HVAC designer included)
- Proximity of functions to one another
- Existing structural walls
- Financial efficiencies to locate services efficiently
- Existing spaces and their appropriateness for proposed functions
- Structural needs (as identified by Structural Engineer)
- Budget/Cost
- Functions
- Building Code review will be further developed after Schematic Design completed

Once a building code review has been conducted and proposals for building layouts have been created for your review, we will meet with you to present our ideas for you to provide feedback. Feedback will be utilized to refine the Schematic Design drawings for additional feedback. Following the completion of Schematic Design (completion to be determined jointly by Owner & Johnson-Schmidt, Architect), the design process will progress to Design Development



Rehabilitation and Renovation of
247 Main Street
Owego, NY

Design Development

GOAL: Develop detailed floor plans, interior elevations and section(s) to clearly communicate the design of the space to be developed into Construction Documents.

The Schematic Design drawings progress to Design Development when the overall layout of the space has been established through feedback and refinement, to resolve what space will be in which location, their configuration and how large each space needs to be. At this point, detailed drawings are created which comply with NYS Building Code and reflect the location of potential furniture, door openings, cabinetry, type of finish and window details. During this phase, materials are selected, and renderings of the space are created to illustrate the design intent and to communicate the changes to be implemented. Renderings are typically used as tools to communicate the intent to you and the authorities having jurisdiction. Assistance with Value Optioning will be provided to maintain thorough understanding of any changes being considered.

The Design Development Phase is undertaken with consideration given to:

- Create an opinion of overall project costs to provide the developer with drawings that reflect a scope of work which is within a reasonable budget;
- Clarify any issues that may arise regarding maintaining requirements of SHPO review and communicate to SHPO if required;
- Provide documents for Value Optioning if needed;
- Identify any issues for which a variance may be needed and to be able to communicate code issue(s) to code official/state variance committee if required (fee for services for a code variance, IF needed, is not included in proposal);
- Clarify if there are any special conditions that need to be analyzed/problems solved;
- Be able to closely examine dimensions that are potentially problematic; and
- Confirm if Property Tax Abatement Program for Historic Buildings will be sought for project (444a) or IDA PILOT agreement might be used.



Rehabilitation and Renovation of
247 Main Street
Owego, NY

Construction Documents

GOAL: Create detailed set of construction drawings and specifications (on drawings) to be used for estimating project costs, submission for financing, procuring prices from Contractors, obtaining a permit and constructing the project.

The final phase of planning for the project occurs during the Construction Document Phase, where drawings, specifications, and bid documents will be prepared with consideration to:

- Conditions
- Priorities
- Phasing (if necessary)
- Budget
- Design established in previous phases
- Required submission and communications with SHPO if municipal, state or federal funds are used
- Input from the Project Team and
- Schedule

Construction Documents are prepared for an opinion of probable costs for the project; to be bid to multiple qualified contractors and to define the qualifications for the eligible contractors (if necessary); to submit to financial institutions; and to be presented to the code enforcement official resulting in a building permit (Contractor will secure permit). The expectation is that the Contractors (unless negotiated contract is the chosen method for contracting project) will provide bids that are directly comparable with one another, to get the best price for the construction project from qualified contractors. Competitive bidding for a project assists in providing the developer with competitive prices from contractors and helps to clarify for the owner/developer that the subcontracted work scope is effectively communicated.

Bidding/Administration

GOAL: To obtain competitive, fair, and comparable bids from qualified Contractors and to finalize a contract between the owner and the contractor for the construction of the project with site visits during construction to include facilitation of submittals, review and provide RFI's and payment applications.

J-SA will conduct the bidding process. J-SA will perform contract administration duties such as submittals, RFI's and payment applications, in addition to answering questions about the project as desired, but an important function is to make site visits every two to three weeks during construction to answer questions and to provide input where questions may arise.



Rehabilitation and Renovation of
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Owego, NY

Fee – Architectural Services

Please note that the Structural fee is not included, and a site engineer has not been included for drainage and parking lot work. We do not charge a percentage on top of their fee, to manage their work, but we do manage their services. It is assumed that MEP will be design build by the contractors, however we will need input for Mechanical, Electrical, Plumbing, and potentially Fire Alarm and Fire Suppression Engineers during design to be able to show how the required project infrastructure will be handled.

247 Main St Owego-Fee Proposal-Architectural Services		
Fee for Architectural Services	51,000	
Phase	Phase/Project (%)	Fee (\$)
Existing Conditions and Code Study	6%	3,060
Schematic Design	15%	7,650
Design Development	20%	10,200
Construction Documents	40%	20,400
Limited Bidding/ Administration	19%	9,690
Total Fee - Architectural Services	100%	51,000

Signature:

Elise Johnson-Schmidt, AIA
President and Principal Architect
Johnson-Schmidt, Architect, P.C.

Signature:

Sara Zubalsky-Peer
Executive Director
Tioga County Property Development Corporation

Date: July 29, 2025

Date: _____



Rehabilitation and Renovation of
247 Main Street
Owego, NY

Examples of Work



Rehabilitation and Renovation of
247 Main Street
Owego, NY

Project:
Corning Free Academy
New Use

Location:
Corning, NY

Budget:
\$10 Million

Summary:
The Corning-Painted Post School District is currently rehabilitating its high schools: one as a middle school and one as a high school, leaving the former middle school available to redevelop. The school district chose the team of Purcell Construction and Development with Johnson-Schmidt & Associates, Architects to rehabilitate this 100,000 SF building for new use. The Project will result in luxury apartments, including the infill of a recent gymnasium as townhouse and loft units. The renovation features 58 apartments and creatively reutilizes spaces that were previously considered unusable or underutilized.





Rehabilitation and Renovation of
247 Main Street
Owego, NY

Project:
Reynolds Way
410-416 East Church Street,

Location: 410-416 East Church
Street, Elmira, NY

Budget: 4-building; \$15million

Summary: In the heart of Elmira's civic historic district, the Reynold's Way project consists of four distinct buildings that had been vacant for many years. Together, Reynold's Way now offers 41 affordable apartments.

Situated across the street from City Hall and down the street from the Chamber of Commerce, 410-416 East Church Street features detailed porches that had been previously removed from their facades. After a century of various uses, the interior was rehabilitated and restored for use as residential apartments, and new porches in keeping with the character of the original building, were constructed and provide exterior space for each unit.





Rehabilitation and Renovation of 247 Main Street Owego, NY

Project:
Reynolds Way
406 East Church Street

Location: 406 East Church Street,
Elmira, NY

Budget: 4-building; \$15million

Summary: In the heart of Elmira's civic historic district, the Reynold's Way project consists of four distinct buildings that had been vacant for many years. Together, Reynold's Way now offers 41 affordable apartments.

Situated across the street from City Hall and next door to the Chamber of Commerce, 406-408 East Church Street features detailed porches that had been previously removed from their facades. After a century of various uses, the interior was rehabilitated and restored for use as affordable residential apartments.

Originally developed in the early 20th Century by a woman named Julia Reynolds, the building has been returned to its original use as apartments.

As part of this project the late David Anderson, former project manager at J-S A purchased the building to secure it for its redevelopment by Arbor, who due to funding referendum was unable to purchase it until the project was awarded its grant funding , at which time Arbor purchased the building from David.





Rehabilitation and Renovation of
247 Main Street
Owego, NY

Project:
Reynolds Way
Way & Brand Leaf
Tobacco Warehouse

Location: 309 Academy Place
Elmira, NY

Budget: 4-building; \$15million

Summary: Located in the heart of Elmira's civic historic district, the Reynold's Way project is comprised of four very different buildings that had all been vacant for many years. Taken together, Reynold's Way now houses 41 affordable apartments.

The former Brand and Way Tobacco Warehouse has been renovated and restored. Inside, the existing space has been divided into apartment units, and a section that was once a drive-through for tobacco carts has been repurposed as a community room. The original elevator equipment has been preserved and is visible in a corridor, and the post and beam construction has been left exposed throughout the building.





Rehabilitation and Renovation of
247 Main Street
Owego, NY

Project:
Reynolds Way
319 William Street

Location: 319 William Street,
Elmira, NY

Budget: 4-building; \$15million

Summary: In the heart of Elmira's civic historic district, the Reynold's Way project consists of four distinct buildings that had been vacant for many years. Together, Reynold's Way now offers 41 affordable apartments.

The historic rehabilitation of 319 William Street represents a thoughtful blend of preservation and revitalization in the heart of Elmira's Civic historic district. This late 19th-century residence has been carefully restored, with exterior details and interior features—such as the original staircase and fireplaces—retaining their historic character while meeting modern standards.

The project exemplifies how investment in historic properties can strengthen neighborhoods, preserve architectural heritage, and support community renewal through high-quality, adaptive reuse.





Rehabilitation and Renovation of
247 Main Street
Owego, NY

Project:

Bresee's Department Store
and Dietz Building

Location:

155-165 Main Street
1 Dietz Street
Oneonta, NY

Budget:

\$6,000,000

Summary:

Scope of project is the preservation and rehabilitation of two historic commercial structures for mixed use (residential and commercial). The two buildings total 32,000 square feet and will be restored (original façade) and rehabilitated for use as commercial on the first floor and 22 market rate apartments on the second, third and fourth floors. Significant NYS Building Code review work by J-S&A will lead to upgrades to meet safety and fire codes with sprinkler systems, handicapped accessibility and fire-rated stairways. The building façade masonry, windows and carpentry will be restored in keeping with its original configuration and the buildings will retain historic integrity and most interior walls.



please see website at www.PreservationArchitects.com for additional examples of work

Johnson-Schmidt, Architect, P.C. ■ 15 E Market St Ste 202 ■ Corning, NY 148330 ■ (607) 937.1946 ■ www.PreservationArchitects.com



Rehabilitation and Renovation of
247 Main Street
Owego, NY

Firm Profile



Rehabilitation and Renovation of
247 Main Street
Owego, NY

Johnson-Schmidt, Architect, PC (dba Johnson-Schmidt & Associates, Architects) is a licensed architectural firm and WBE registered to practice in New York State and meets the Secretary of the Interior's Professional Qualifications for Historic Preservation Architect and Architectural Historian. Johnson-Schmidt, Architect, PC (J-SA) demonstrates significant familiarity and experience with the Secretary of Interior's Standards for Restoration and Historic Preservation and is widely recognized for their historic preservation work. Johnson-Schmidt is very fortunate to have a very capable team of professionals involved with our projects, including:

Elise Johnson-Schmidt, AIA: Principal Architect
Erik Lundberg: Sr. Project Manager
Charles Devine: Architectural Design Production Manager
Alexander Whydell: Historic Preservationist
Karen Hollingsworth: Draftsperson
Sarah Childs: Draftsperson and Historic Preservationist

The offices of J-SA are located in an historic commercial building in the Market Street Historic District in downtown Corning, NY. The building was purchased and rehabilitated by the firm for their offices at 15 East Market Street, Suite 202, Corning, NY 14830. Johnson-Schmidt, Architect, PC is a Women's Owned Business Enterprise (NYSM/WBE and Federal DBE) and is familiar and experienced with bidding projects with these requirements as well as the public bid process.

Johnson-Schmidt regularly completes numerous types of historic preservation documents, including Historic Structure Reports; Historic Preservation Certification Applications (HPCA's) for historic preservation tax credits for the rehabilitation of historic buildings; National Register nominations for districts and individual structures; Historic Resource Surveys; HABS drawings and documentation; Existing Conditions Drawings and Conditions Assessments; Feasibility Studies for the reuse of historic buildings; Design Guidelines; and Certificate of Appropriateness submissions.

Most projects that Johnson-Schmidt are engaged with involve review and approval by the NY State Historic Preservation Office (SHPO/NYS Office of Parks, Recreation and Historic Preservation) as an historic building being restored or rehabilitated as part of a grant program (EQBA, EPF, Restore NY, SEQRA, Preserve NY, New York Main Street, HPCA). In addition, Owner and Principal Architect Elise Johnson-Schmidt served as a member of the NY State Board for Historic Preservation for thirteen years and has reviewed and voted to approve over 2,000 listings on the State Register of Historic Places between 1996 and 2009.



Rehabilitation and Renovation of
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Elise has worked on numerous historic structures, including: Grand Central Terminal in New York City; the Zane Gray House in Lackawaxen, PA; the NJ Statehouse; the Southern Railway Station in Knoxville, TN where she advocated to save and restore this major city landmark (resulting in the principals of Bullock, Smith & Partners purchasing the building and personally restoring the building for the architectural firm's offices), of which Elise directed its preservation; Trinity Church in Boston, MA; the Harvard Boathouses in Cambridge, MA; the Painted Post Depot Museum, in Painted Post, NY; affordable housing for Arbor Development and Housing in Elmira, NY and many other historic structures. Prior to establishing J-SA in 2002, Elise was most recently the Executive Director of Market Street Restoration Agency in Corning, NY for twelve years, serving as an advocate for historic preservation, guiding the rehabilitation in Corning of this nationally known downtown revitalization project and providing technical assistance to organizations and individuals in the Southern Tier.

As Executive Director of MSRA, Elise provided assistance for over 140 preservation projects in downtown Corning, worked with 150 merchants and interfaced with the public sector, a fortune 500 corporation (and its executives) and numerous state entities to champion the revitalization and restoration of historic resources in the Corning community. Her experience as an Executive Director in the not-for-profit sector, historical architect for the State of Massachusetts; and architect in the private sector give her an extremely balanced perspective regarding the policies, funding, creative thinking, financial opportunities and realistic challenges that face preservation projects each day.

J-SA has significant experience adapting historic structures for usable space and working closely with the New York State Building Code to solve unusual code challenges found in historic structures.

Johnson-Schmidt's approach to providing services involves the effective use of collaboration, planning, monitoring, and project management. We understand that the field of Architecture and Building construction is multifaceted and requires an integrated approach of Scheduling/Management, Design, Code, Cost Estimating/Value Optioning, Construction Drawing/Detailing, and Contract Administration.

Our approach to monitoring is directly linked to our proactive planning and scheduling. Successful projects begin with a well thought out plan for all aspects of the work. This requires a great deal of collaboration with clients, contractors, subcontractors, and any other entities involved in the project. This collaboration takes skill and the understanding that value optioning can lead to creative solutions. Other aspects of project monitoring and management that allow our firm to be successful are quality architectural and design services. Beginning each project with a strong foundation for the work to be done allows projects to move forward soundly and efficiently. As our Principal Architect Elise Johnson-Schmidt has over Forty-one years of experience designing new construction and adaptive reuse projects and has been the recipient of numerous awards.



Rehabilitation and Renovation of
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Our firm excels in construction drawing and detailing. Other important facets include detailed code work; our Code Specialist is well versed in the New and Existing Building Codes of New York State and our office has experience with DHCR requirements, and cost estimating.

J-SA was the recipient of the 2017 National Trust Community Investment Corporation and Preservation Action's: Preservation's Best National Award for the Hawkes II Factory rehabilitation in Corning, one of six national awards given for Historic Preservation Tax Credit projects in 2017. Additionally, our projects have been awarded Corning's Preservation Award for preservation projects numerous times over the past 20 years. Elise was also recognized as New York State Senate's Woman of Distinction in 2007. The firm has received five prestigious statewide awards from the Preservation League of NYS and one from the NYS Office of Parks, Recreation and Historic Preservation. Elise also received a Preservation Leadership Award by the Market Street Restoration Agency, and awards from the Greater Corning Area Chamber of Commerce and Three Rivers Development for her preservation leadership and contributions to her community. She also received a fellowship from Cornell University for research as a Cornell alumnus. We provide a full spectrum of professional services that contribute to the whole, including: architectural design and execution; specifications for the restoration of historic materials and finishes; interior design and furnishing; and oversight of landscape/site design and implementation. Our expertise in the commercial arena includes restoration, renovation and adaptive reuse of historic properties and existing buildings totaling over \$100M in projects since 2015 and far more since 2002.



Rehabilitation and Renovation of
247 Main Street
Owego, NY

Resumes

Elise Johnson-Schmidt, AIA
Preservation Architect

QUALIFICATIONS: **Forty-one years of experience in Preservation Architecture** including design, specifications, construction documents, Tax Act Applications, Historic Structure Reports, grant applications, National Register nominations, measured drawings, building code research, public technical assistance and coordination of downtown revitalization efforts and restoration.
New York State Architecture License: 1991; Pennsylvania License: 2006. Qualified as a 36 CFR Historical Architect, Architectural Historian, Historic Preservation Planner and Historic Preservationist

EDUCATION: **Cornell University** Ithaca, New York
Bachelor of Architecture 1984: Professional Architectural Curriculum
Graduate Coursework in Historic Preservation, Dean's List

WORK EXPERIENCE: **Elise Johnson-Schmidt, Architect**
Private Architectural Practice: **Johnson-Schmidt, Architect P.C.**
1991-Present Architecture and Historic Preservation Consulting (partial listing)

RestoreNY Grant Projects, Architects for projects submitting grant applications for revitalization of historic buildings in Bath, Moravia, Elmira, Corning, Oneonta and Watkins Glen (May 2009)
Historic Preservation Certification Applications for Tax Act Projects: 72 E Market, 91-99 E Market, 164 & 166/168 Pine St, Sorge's Restaurant, 18-22 W Market, 32 W Market, 105 W Market, Corning, NY; Knoxville TN Southern Railway Station (1989); Rosenbaum's Dept Store (Elmira) ; Oneonta (Bresee's & Dietz); Geneva (1 Franklin Sq); Albany International; Rockaway Courthouse, NYC; Corning Free Academy (Academy Place), Corning, NY; War Memorial Library, Corning, NY; Hawkes Building, Corning; Hawkes II, Corning, NY; 27 E Market, Corning; 29 E Market, Corning.
Wellsboro Columbarium, Architects, Columbarium design for the Wellsboro Cemetery
Quarry Farm (Mark Twain's former summer home), HSR and ongoing project coordination across entire property
Corning Free Academy, Architects, HP Consultant for conversion of 100,000 sf school to 58-apartments, Corning, NY
TG Hawkes Factory and offices conversion to apartments, Architects & Historic Preservation Consultants, Corning, NY
Design for CEO of Corning Inc: Luxury Apartment; Architect, Interior Designer and HP Consultant, Corning, NY 2016
Design of 4000 sf luxury modern home for Corning Inc Executive, Seneca Lake; Architect
Corning Gaffer District Façade Design, Architect and HP Consultant for façade projects 2002-current
Middletown Expanded School District Chorley School Compliance Project, HP Consultant, Middletown, NY
New York Main Street, Architects for Elmira, NY façade program (9 projects); Addison, NY (4 projects), Corning (many)
Schenectady County Façade Program, Architects for 10 façade projects (2009)
91-99 East Market Street, Architects for revitalization as seven apartments/retail (July 2009)
Henkel Building Rehabilitation, Architects for revitalization as housing/retail
Chemung County Historical Society, Master Plan for the Chemung Valley History Museum (2010- present)
Salamanca Main Street, Design Guidelines, Façade Renovations, Streetscape Plan & Historic Resource Survey, 2010
Watkins Glen, Historic Resource Survey and National Register Nomination, 2010-2011
Brand Park Pool, City of Elmira, Historic Structure Report, 2010-2011
The Park Church, Architects for Roof and Exterior Restoration (2007)
Chautauqua Institution, Consultant guiding historic preservation planning (ongoing)
John W. Jones Museum, Restoration of the museum (2002-2014)
The Pillars, National Register nomination, conditions assessment
Preservation League of NYS, Case study comparing building codes & their implications with regard to a typical Main Street building; presented to NYS Codes Council Technical Subcommittee
Victory House, Drawings and specs for roof restoration; conditions assessment
171 Cedar Arts Center, Drawings and specs for roof and paint restoration
Elmira-Corning Regional Airport, Design, specs and construction administration for renovation of airport restaurant
Preservation League of NYS, Symposium speaker for upper floor revitalization of Main Street, in various communities: Binghamton, Jamestown, Albion, Ithaca, Utica, LeRoy
Market Street Trust Company, Architect for design and renovation of offices in an historic building



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James R. Houghton and Honorable Amory Houghton Offices, Architect for design, renovations and construction of offices in historic building for retired CEO of Corning Incorporated and U.S. Congressman.

Baker Residence, Architect for addition to historic house in keeping with historic character

John McPherson Studio and Home, Architect for design of a 3900-sf home and studio for cartoonist of *Close to Home*

School Three Rehab, Architect for rehabilitation of historic school into luxury condominiums for client, James. D. Houghton.

Zim Bandstand, Architect for conditions report and restoration of historic bandstand.

Painted Post Railroad Depot, Committee Chairperson, author of National Register nomination, grant writer and architect for restoration of railroad station, for use as a local history museum

171 Cedar Arts Center, Architect for paint restoration and roof replacement projects

Dansville Façade Improvement Project (UDC), Preservation consultant for revitalization project

Preservation League of NYS, Callicoon Public Library, Metal Cornice Conditions Report

Maxwell Fire station Historic Structures Report (for Cassetti Klein Architects), Elmira, NY

Historic Paint Color Consulting throughout Corning Area

Fellows Residence, Architect for restoration of early 19th century residence

Trinity Episcopal Church, Steeple Restoration Elmira, NY

05/1990 – 12/2001

Market Street Restoration Agency, Corning NY

Executive Director of Not-for-Profit **Market Street Façade Restorations**,

Design & construction administration of 150+ storefront rehabs/restoration projects

Created Upper Floor Housing Initiative, Alley Restoration, Sign Design, Preservation Advocacy, numerous restorations

08/1989 – 1/1990

Frank S. Welsh, Philadelphia, Pennsylvania, Historic Paint Color Consultant

Grand Central Terminal, New York City- Collected over 1000 paint samples of all interior and exterior surfaces to determine the original finishes; assisted with the preparation of Historic Finishes Report for future restoration of Grand Central; Beyer Blinder Belle Architects

New Jersey Statehouse Annex, Trenton, New Jersey

Zane Grey House, Lackawaxen, Pennsylvania - Sampling and assistance with preparation of Historic Finishes Reports.

09/1987 – 06/1989

Bullock, Smith & Partners, Knoxville, Tennessee

Project Architect for a number of restoration/rehabilitation projects in East Tennessee.

Prepared construction documents, Historic Structure Reports, Federal Tax Incentives Applications (for the rehab of historic structures), fee estimates, schematic design, design development and preservation specifications.

Chester Inn (1798) – As project architect, researched, documented & prepared 350-page Historic Structure Report; bid estimates, fees, programming, schematic & design development.

Southern Railway Station – As historic preservation consultant, prepared Tax Act Applications for the renovation of the Station as professional offices; prepared construction documents and specifications; member of design team.

Walker Cabin – Prepared construction documents and specifications for restoration of this early 19th century log structure.

Rocky Mount – Prepared construction documents and specifications for restoration of museum structures.

Tipton Haynes Historic Site – As project architect coordinated recommendations for stabilization of this 18th century house

03/1987 – 07/1987

Dipl.-Ing. Fakler-Binder, Freie Architekten + Planer SRL

Kressbronn am Bodensee, West Germany

Foreign Intern – Created working drawings and design ideas for a single-family residence (13th century house); produced measured drawings and rehab proposals for several renovation projects; assisted in urban/street planning of winning entry in competition for urban housing.



Rehabilitation and Renovation of
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11/1985 – 11/1986 **Ann Beha Associates, Project Associate**
Boston, Massachusetts

Work included a variety of preservation and rehab projects. Work involved client presentations, research, construction documents, design, grant applications, programming and administration
Trinity Church – As architectural and historical consultant for HH Richardson’s Trinity Church, served as liaison between the Boston Redevelopment Authority (BRA) and Trinity in the redesign of Copley Square; site design input.
Dedham Country & Polo Club - Completed working drawings for rehab & addition
Harvard Boathouses – Researched and compiled building history for the Newell and Weld Boathouses by Peabody & Stearns
Malden and Chelsea Public Libraries – Documented, researched and constructed drawings for HSR and Massachusetts Grant
Somerville City Hall – Managed programming & administrative work for initial phases of complete rehabilitation. Designed formal handicapped accessible entrance & assisted in design schematics.

10/1984 – 11/1985 **Massachusetts Historical Commission (MHC),**
State Historic Preservation Office (SHPO), Boston, Massachusetts

Historical Architect – Monitored rehab of buildings throughout Massachusetts under Federal Tax Incentives Program; reviewed Historic Preservation Certification Applications (HPCA’s) for their compliance with the Secretary of the Interior’s Standards for Rehabilitation, responsible for on-site inspections of work in progress and served as a public consultant to architects, owners and contractors. Assisted in Environmental Review (Section 106) & provided public technical assistance.

Summer 1984 **Historic American Building Survey (HABS)**
U.S. Dept. of the Interior, Washington, D.C.

Architectural Technician – Documented and produced measured drawings in accordance with National Park Service standards of Kenmore, a Virginia plantation, known for its elaborate plaster ceilings.

PROFESSIONAL AFFILIATIONS:

- New York State Board for Historic Preservation**, Board Member (1996-2009)
- New York Main Street Alliance**, Founding Board Member (1991-present), Treasurer (1991-1993)
- NYS Economic Development Council (EDC), Urban Development and Revitalization Co-Chair, 2015 - current**
Statewide Committee to champion legislation and advocacy for community revitalization development
- Working Together 2000, Chairman** of Community Task Force for Downtown Revitalization in the Southern Tier, Congressman Amory Houghton’s Congressional District (1994-1996)
- Preservation League of NYS**, Technical Assistance Committee (1994 – 1997)
- Habitat for Humanity**, Board of Directors (1996)
- American Institute of Architects**, 1991 to present
- Near Westside Neighborhood Association** Board Member (1990-1992)
- Southside Neighborhood Association**, Advisor/Board Member (1990-2000)
- Tennessee Heritage Association**, Board Member (1989)
- Community Design Center**, Knoxville, Tennessee: Volunteer design work (1988-1989)
- Association for Preservation Technology (APT)**
- Boston Society of Architects** – Women in Architecture Exhibition (1986 Exhibited)
- Painted Post Baptist Church**, Board of Trustees (2001 – present); Building Committee Chair
- National Trust for Historic Preservation**
- Preservation League of New York State**, Member
- Orchestra of the Southern Finger Lakes**, Board of Directors (2011-present)
- Watson Homestead**, Board of Directors and Facilities Committee (2010 - present)



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CONFERENCES:

Speaker for Downtown Revitalization Workshops across NY State (2006-2015) over 30 presentations
Association of Preservation Technology NE Chapter, Providence RI
Presentation to 300 guests regarding upper floor development (Feb 2020)
Speaker for Downtown Revitalization for NYS AIA Conference (2011)
Co-organizer for Joint Conference for AIA SNY/MSRA 40th Anniversary (May 2014)
Speaker for MSRA 40th Anniversary on Upper Floor Development (2014)
Speaker in Johnson City, TN (1999) for downtown revitalization
Speaker Western New York Landmarks Conference, Upper Floor Development (several times)
Speaker for Elmira Fundraising for JW Jones Restoration, several venues
Speaker for Service Clubs (Rotary, Kiwanis, Lions)
National Trust Main Street Conference, Seattle, Washington (2007)
International Downtown Association, Philadelphia (2000), Los Angeles (1999), Victoria (1998)
NYCOM, Geneva (1995), West Point (1994), Ithaca (1991), Corning (1990)
National Trust for Historic Preservation, Charleston, NC (1991)
Preservation League of New York State, Saratoga Springs (1994), NYC (1992), Bear Mountain (1991)
Association for Preservation Technology, Charleston (2012), Montreal (2009), Puerto Rico (2008), Atlanta (2006), Halifax (2005), New Orleans (1991), Montreal (1990), Chicago (1989), Boston (1988), San Francisco (1985)
Historic Preservation as a Utilitarian Art, Charlottesville, VA (1989)
Historic Wallpapers, Concord, Massachusetts (1986)
Successful Rehabilitation, Albany, NY (1984)
Continuing Education, Harvard University Graduate School of Design (2000, 2001)
Frequent Speaker and Delegate representing the preservation community with regard to revitalization of downtown and in the creation of New York's new Rehab Building Code (Appendix K)

HONORS AND AWARDS

2025 Recognition and presented the Key to the Village of Hammondsport for her vision and creation of the creation of the Village of Hammondsport National Historic District
2024 Preservation League of New York Excellence Award – Reynolds Way
2017 National Trust Community Investment Corporation and Preservation Action's: Preservation's Best National Award; One of Six National Awards given for Historic Preservation Tax Credit Projects for Hawkes II Factory Rehabilitation
2016 Excellence in Historic Preservation, Preservation League of NYS - One of seven awards given statewide for exemplary historic preservation projects for the TG Hawkes I Glass Factory
2015 Jefferson Award for Community Service, US Community Service Award Program, Regional Recipient for volunteerism to educate and work with youth to teach architectural awareness (2000-present) and various volunteer work throughout the region
2013 NYS OPRHP Historic Preservation Award for design and preservation of the Bresee's Department Store, Oneonta, NY
2012 Preservation League of NYS Annual Award for Leadership: Corning Enterprises and Elise Johnson-Schmidt for development & ongoing work to develop market rate apartments on Market St in Corning, NY (122 apartments since 2001)
2012 John G. Eberenz Enterprise Award, Corning Chamber of Commerce Lifetime achievement award recognizing entrepreneurship and community service
2010 and 2011 New Jersey Trust: 1 of 3 jurors selected to review \$22Million in requests for Statewide HP Grant Program Historic Preservation Grant Panels for Planning (2010) and Capital (2011) Projects,
2015, 2012 & 2007 Corning Architectural Preservation Award, Southside Neighborhood Association Restoration and preservation work throughout the city of Corning
New York State Senate 2007 Woman of Distinction Award by Senator George Winner Efforts in historic preservation and community revitalization and service
Preservation Leadership Award, Market St. Restoration Agency Annual Preservation Award Community leadership (2002)
STAR Award for Community Service: Greater Corning Area Chamber of Commerce (2002)
US Airways Magazine: Representing Market Street Restoration Agency (December 2000)
Historic Preservation Magazine Article about Corning's Restoration Project Market Street Restoration Agency (July 2001)
1987 Eidlitz Fellowship for Architectural Research, from Cornell University College of Architecture; research, documentation and travel as part of independent study of the Jugendstil



Rehabilitation and Renovation of
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Erik Lundberg
Senior Project Manager

QUALIFICATIONS: **Eighteen years of experience in Architecture and Preservation Project Management.** Erik manages the full arc of the design process—from concept through construction—with a focus on delivering thoughtful, well-executed projects that often involve historic preservation and adaptive reuse. He leads internal design development, coordinates multidisciplinary teams, and guides project execution to align with client goals, schedules, and budgets. His work includes managing municipal approvals, facilitating design charrettes, developing construction documents, and overseeing quality control in materials and detailing. Erik plays a key role in ensuring each project reflects both the architectural vision and the practical demands of historic building reuse.

EDUCATION: **Pratt Institute, Brooklyn, New York**
Master of Science, Historic Preservation, 2011
Wentworth Institute of Technology, Boston, Massachusetts
Bachelor of Science, Architecture, 2009

WORK EXPERIENCE:

2023-Present **Senior Project Manager, Johnson-Schmidt, Architect**

Reynolds Way Apartments - Adaptive reuse of (4) landmarked building into affordable residential apartments, Elmira, NY
Milly's Pantry – Commercial renovation and historic preservation of a mixed-use building with assembly spaces, Penn Yan, NY
Former Johnson City High School – Mixed-use rehabilitation utilizing historic tax credits project - under construction,
Former Corning Courthouse - Residential rehabilitation utilizing historic tax credits project – pre-con, Corning, NY
Arnot Carriage House - Rehabilitation of a former carriage house into a boutique hotel – pre-con, Elmira, NY
Centertown Social - Br, Restaurant, and Gaming Lounge, under construction, Elmira, NY
Mark Twain Hotel - Adaptive reuse of a former hotel into a mixed-use residential rental development, Elmira, NY
Erwin Town Hall – Rehabilitation of a former town hall into a mixed-use residential rental development, Erwin, NY

2021-2023 **Senior Project Manager, DXA Studio**

Ulmer Brewery - Adaptive reuse of a former brewery into a mixed-use residential rental development, New York, NY
53 Mercer Street – Restoration and preservation of historic façade within district, Interior renovation, and new bulkhead design to fit within existing context, New York, NY
711 Franklin Ave – 72-unit new construction affordable housing rental building, Brooklyn, NY
The Maverick Chelsea – 240-unit luxury rental + condo buildings, with 12,000 SF of shared amenities, New York NY
48 West 85th Street – \$9-Mil Landmarked townhouse renovation, Exterior preservation & interior design services, New York, NY

2017-2021 **Practice Leader, Senior Project Manager, Vocon**

PricewaterhouseCoopers - 1,000,000 sq ft, 36-floor Office Building Reposition + Interior Renovation New York, NY
LionTree – Boutique Flagship office interior renovation, Landmarked property, New York, NY & San Francisco, CA
300 Madison Avenue Lobby & Auditorium - Interior design + Renovation of corporate headquarters, New York, NY
WeWork - Interior renovation of landmarked properties + AOR services for new coworking spaces, New York, NY
Limelight Church - Interior Master Plan of individually landmarked site for Spotify incubator space, New York, NY
107 Grand Street - Commercial roof terrace design for Investment firm within historic district, Soho, New York, NY
0 Bond Street – Preservation and restoration of landmarked commercial building, including signage package, New York, NY
540 Madison Ave - Building Repositioning Strategy + Amenity Center Renovation, New York, NY



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2017 **Preservation Architect, A Preservation Studio (APS)**

Mount Sinai Hospital Center – Preservation and exterior envelope survey for Mt. Sinai Medical Complex in Manhattan within the regulatory framework of the NYC FISP program. Surveyed and provided critical examination reports to identify defects and develop effective repair solutions. Project delivery, preparation of construction documents, master specification catalogue, and cost estimates to construction administration services. New York, NY

2014-2017 **Project Architect & Designer 3, NELSON**

- St Peters Roman Catholic Church** - Interior renovation of historic church into a community center, New York, NY
- The Jewish Center** – Preservation of historic exterior, security modernization, interior renovation includes design of venue event spaces and new children’s programming areas, New York, NY
- Minnesota Masonic Heritage Center** - Design and construction of a new multidisciplinary meeting space for the regional masonic lodge. New program includes an interactive museum, 420-seat theatre, archives library, and meeting spaces, Bloomington, MN
- NOMAD Tower** – 54-story office building lobby and amenity reposition + interior renovation, New York, NY
- Northland Center Fitness** - Interior Design Concepts, Renovation, + buildout, Bloomington, MN
- UK Mission to the United Nations** - Interior Design Concepts, Renovation, + buildout, New York, NY
- E Trade Headquarters Complex** – Conceptual Redesign + Masterplan, Ashburn VA
- Verizon Campus Master Plan** - Conceptual Redesign + Renovation of the Network Operations Center, Piscataway, NJ

2009-2015 **Design Direction & Project Manager, Meshberg Group**

- Base Design New York Headquarters** - Historic Renovation of landmarked office space, New York, NY
- SPIN Galactic Ping Pong Club** - Interior design + corporate branding, New York, NY
- Catfish Bar + Restaurant** - Interior design + renovation + branding, Brooklyn, NY
- The Holler** - Interior design + renovation + branding, Brooklyn, NY
- 15 Jay Street** - 6-unit adaptive reuse luxury condominium conversion, Landmarks presentations, New York, NY
- 174 Kane Street** - 4,500 sq ft Landmarked townhouse exterior renovation/addition + interior design, Brooklyn, NY
- 72 Berry Street** - 26-unit adaptive reuse warehouse luxury condominium conversion, Brooklyn, NY
- 69 Gold Street** - 3500 sq ft Landmarked townhouse exterior renovation/ addition + interior design, Brooklyn, NY
- 51 Maple Street** - 5000 sq ft historic home interior renovation, Brooklyn, NY
- The Print House Lofts**- 22-unit adaptive reuse warehouse luxury condominium conversion, Brooklyn NY
- The Berkeley** - 120-unit new construction rental building, Brooklyn, NY
- 212 North 9th Street** - 96-unit new construction rental building, Brooklyn, NY
- 261-259 Berry Street Townhouses** - 2 new boutique construction historic townhouses, Brooklyn, NY
- 291 Metropolitan Ave** - 44-unit new construction rental building, Brooklyn, NY
- 476 Union Ave** - 6-unit new construction boutique condominium building, Brooklyn, NY
- 470 4th Ave** - 108-unit new construction rental building, Brooklyn, NY
- 175 Central Ave** – 6,000 sq ft new construction private residence, Lawrence, NY
- 7 East 20th Street** - Residential loft design + renovation, New York, NY
- 123 North 8th Street** - 33-unit new construction condominium building, Brooklyn, NY
- 341 Eastern Parkway** - 73-unit new construction rental building, Brooklyn, NY
- 107 Greenwich Ave** - 3500 sq ft Landmarked townhouse exterior renovation/ addition + interior design, New York, NY
- The Brooklyn Grand** - 76-unit new construction rental building, Brooklyn, NY
- 147 Jackson Street** - 8-unit new construction boutique condominium building, Brooklyn, NY
- 41-21 28th Street** - 176-unit Residential Development, Queens, NY
- 36 Meserole Street** - 42-unit Residential Development, Brooklyn, NY



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17 Devoe Street - 28-unit Residential Development, Brooklyn, NY

2006-2009 Architectural Designer, Menders, Torrey, & Spencer

Abigail Adams Historic House + Museum - Exterior Historic Preservation Services, Weymouth, MA

Nahant Lifesaving Station - Historic Preservation + Renovation, Nahant, MA

Mary M.B. Wakefield Estate - Historic Preservation Masterplan, Milton, MA

Winchester First Congregational Church - Upgrade to Geothermal Heating System, Winchester, MA

Robert Treat Paine Estate - Stonehurst by H.H. Richardson - Interior Preservation Masterplan, Waltham, MA

Massachusetts State House - ADA Lift and Accessibility Upgrades, Boston, MA

Harwich Community Center - Historic preservation masterplan of (4) building complex, Harwich, MA

Old North Church - ADA Lift and Accessibility Upgrades, Boston, MA

PROFESSIONAL AFFILIATIONS:

2023 - Present – Association of Preservation Technology, Member

2008 – AIAS Wentworth Institute of Technology, Chapter President

AWARDS:

2024 Preservation League of New York Excellence Award – Reynolds Way – Johnson Schmidt, Architect

2023 Winner – Architizer – Best Residential Design Firm – DXA Studio

2023 Finalist – NYC x Design Awards – Multi-Family Residential, The Rowan – DXA Studio

2023 Winner – Society of Registered Architects – Best Residential Design – The Rowan – DXA Studio

2020 Winner – AIA Design Merit Award – Commercial Office Professional Services Firm - Vocon

2019 Winner – AIA Design Merit Award – Commercial Office Professional Services Firm - Vocon

2018 Winner – Build Brooklyn Awards - Residential Multi-family – The Brooklyn Grand – MG

2017 Winner - International Property Awards - Office Design, Americas, NY – MG

2016 Winner – MN Construction Association Award of Excellence – MN Masonic Heritage Center– NELSON

2011 Winner - Build Brooklyn Awards Residential Multi-family – Mason Fisk 72 Berry – MG

2017 Finalist – NYC x Design Awards – Multi-Family Residential - The Berkeley – MG

2013 Nominee - Build Brooklyn Awards - Residential Adaptive Reuse – Vinegar Hill Townhouse – MG

2012 Nominee - Build Brooklyn Awards Residential Commercial – Catfish Bar + Restaurant – MG



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Charles A. Devine, Assoc. AIA
Architectural Design Product Manager

QUALIFICATIONS: Eleven years of experience in Architecture and Preservation.

As Production Manager, Chuck oversees the firm's project delivery workflow and provides direct support across all phases of documentation. He regularly meets with staff to coordinate drafting, modeling, and drawing production, and works hands-on in AutoCAD and Revit to produce high-quality construction documents. Chuck also creates 3D renderings, conducts field documentation of existing conditions, and supports coordination with consultants, contractors, and municipal permitting authorities. His work spans adaptive reuse and historic rehabilitation projects, including those utilizing state and federal historic tax credits.

EDUCATION: SUNY Alfred State College, Alfred, New York
Bachelor of Science in Architectural Technology, 2012

WORK EXPERIENCE:

2012-Present Production Manager, Johnson-Schmidt, Architect

Reynolds Way Apartments, Adaptive reuse of (4) landmarked building into affordable residential apartments, Elmira, NY
Milly's Pantry, Commercial renovation and historic preservation of a mixed-use building with assembly spaces, Penn Yan, NY
Former Johnson City High School, Mixed-use rehabilitation utilizing historic tax credits project - under construction,
Former Corning Courthouse, Residential rehabilitation utilizing historic tax credits project – pre-con, Corning, NY
Arnot Carriage House, Rehabilitation of a former carriage house into a boutique hotel – pre-con, Elmira, NY
Centertown Social, Br, Restaurant, and Gaming Lounge, under construction, Elmira, NY
Mark Twain Hotel, Adaptive reuse of a former hotel into a mixed-use residential rental development, Elmira, NY
Erwin Town Hall, Rehabilitation of a former town hall into a mixed-use residential rental development, Erwin, NY
First National Bank, 21 apartment mixed use project totaling \$9MM in an abandoned 6-story bank building, Olean, NY
Rockland Silk Mill, 22 apartment project totaling \$4.8MM in an abandoned silk mill, Hornell, NY
Capriotti Baldwin, 11 apartment mixed use project totaling \$1.6MM in a 3-story commercial building in Elmira, NY
110 North Main, 16 apartment mixed use project totaling \$1.5M in the Downtown Revitalization Initiative Area in Elmira, NY
Arbor Gerard, 28 apartment project totaling \$8.6MM in the Downtown Revitalization Initiative Area in Elmira, NY

2011 Architectural Intern, HUNT EAS

Assisted senior staff with documenting existing building conditions and developing construction drawings. Provided support during client meetings and contributed to detailing, specification coordination, scheduling, and other day-to-day architectural tasks.



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REFERENCES

Rocco Soda, former Director of Real Estate Development for Arbor Housing & Development

- Gerard Building Rehabilitation, Elmira
- Lake Street Building Rehabilitation, Elmira
- Carroll Building Rehabilitation, Elmira
- Reynolds' Way, Elmira (new project in process includes four buildings)

Arbor Development
26 Bridge Street, Corning, NY
(607) 333-4904

JD Young, VP

- 72 E Market Street Rehabilitation
- 83-85 W Market Street Rehabilitation
- Young Home on Seneca

Welliver Construction
250 N Genesee Street
Montour Falls, NY 14865
(607) 377-2979

Mike and Christine Sorge

- Sorge's Restaurant/Apartments

68 West Market Street
Corning, NY 14830
(607) 937-5422

Chip Klugo

- 91-99 E Market St, Corning
- Bresee's Redevelopment, Oneonta
- Dietz Redevelopment, Oneonta
- Erwin Town Hall, Painted Post
- Residential Project on Keuka Lake
- 54 Third Street, Corning

Klugo Enterprises
11849 E Corning Road, Suite 106
Corning, NY 14830
(607) 738-7772

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,

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

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 of 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.

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.

<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.