

January 21, 2020

Planning Commission  
City of Jamestown, ss:

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Proceedings by Authority

State of New York,  
Mayor's Conference Room

The regular meeting of the Planning Commission for the City of Jamestown, New York was held on Tuesday, January 21, 2019 at 3:30 p.m.

Members Present: Jeff Nelson, Jeff Lehman, Regina Brackman, John I. LaMancuso

Members Absent: Chairman Greg Rabb, Paul Whitford, Paul Andolora,

Others Present: Tom Nelson, Crystal Surdyk, Larry Scalise, Greg Peterson, Steve Ricca, Steven Alm, Sean Whitmer

Jeff Lehman called the meeting to order in Chairman Rabb's absence.

### **Gateway Lofts**

Mr. Lehman: We have our friends back again.

Mr. Rica: Thank you. My name is Steve Ricca. Hello and Happy New Year to everybody, I don't think we've met in 2020 yet. So, I appreciate the opportunity to come in. I just wanted to keep moving in the positive direction forward that we all were. I think everybody can agree that one important aspect of the project is the offsite targeted housing mitigation plan. At the last meeting I sort of verbally recited what I thought the main ingredients would be. As you know, I gave Crystal a letter that had some attachments, mostly confirming the greenspace and another issue. I just thought this might be a good opportunity for me to briefly walk through the agreement. Maybe I'll be stating the obvious but the whole purpose of this is to have the project applicant, in this case Southern Tier Environments for Living, work cooperatively with the Land Bank and the City to come up with a list of the twenty-one dwelling units. I guess that's one of the key points I wanted to make. This agreement is what we're proposing, we think it faithfully recites, there's a little more detail, it faithfully recites the basic structure that I went through last time. The attachments, the list of properties, this is just to show you that we've been talking to the Land Bank, we've been looking at properties. Correct me if I'm wrong, that we think fall within areas that are, people are interested in the City of Jamestown. This is not something we are asking you to you agree to, although, certainly if we agree on some of these properties that would be good to know. So, as I said at the last meeting, we wish we could write a blank check. This particular agreement calls for a commitment capped at \$315,000, maybe you're asking where'd we come up with that number? Steve could talk to this as needed in more detail, but its my understanding that that's based on past experiences and practices with demo/abatement cost, typically being in the order magnitude of \$30,000. This number is based upon a multiplier of 30 times the 21 units. We hope that you will consider that to be a reasonable and a fair number based upon situations like this. In the past we, what the agreement basically contemplates is that we will agree to spend at least, up to \$315,000. And if during the

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term of this agreement, due to whatever circumstances that may be beyond our control, we don't actually initiate or complete the demolition or abatement. Abatement meaning a lot of these old houses have asbestos contamination in them. You can't demolish a building until you abate asbestos and that gets expensive. If we can't accomplish all of that within the term of this agreement, you keep the money. The money is in fund that would be dedicated to the specific use of this agreement. The agreement has as its parties, Southern Tier Environments for Living and the Land Bank. The City of Jamestown is an agreed upon beneficiary of this this, so you don't have the hassle of entering into a contract and going through those particular hoops while at the same time having the benefit of being able to enforce this. What our attempt here to do is it not make this too complicated, to have a guaranteed amount that would be used for the specified purposes. The schedules attached to the agreement are two. One of them is a list, schedule A is a list of dwelling units that we think we would like to see taken off the market, obviously, that is something that we're flexible. Aside from the Water Street units that we've already talked about, we're totally open to doing whatever you want, wherever you want to do it. The schedule B, just so we didn't sort of try to take credit for properties that are already in the pipeline, we've said all along we're going to do twenty-one units above and beyond what the Land Bank already had on the que. I think we need to talk to them again about, presently I think we've only come up with sixteen units. The whole point here is just so we don't, there's no confusion about properties that are being covered by this agreement versus properties that are excluded. That's the point of having a schedule A and a schedule B.

Mr. Alm:                   The list is a living and breathing...

Mr. Ricca:                Exactly, because of the timeframe between now and when we're actually going to demo the houses, we expect that some of those houses might be lost to us between now and then. And others might pop up that are better. So, I've been using the word, the term, there's a three-year term contemplated by this agreement, under paragraph three that would start ninety days from closing of the permanent loan. The reason for that is the financing comes in on somewhat of a delayed path. There's a lot that has to happen before monies are actually available to be devoted to the purposes of the agreement. That is an explanation of the term and what the commencement date is and we of course would notify you in writing of when the closing occurred on the permanent loan. This liquidated damages provision is the one I was talking about before. This is sort of like your, an assurance that if we can't get things done within the three-year term, that the monies are still there and limited to the purposes specified here and that would be for mitigation which is a defined term that's acquisition, abatement and/or demolition. Flexible, you can use it... different properties are going to have different circumstances, I think you're going to want to take it on a case by case basis to figure out what works best, what leverages, available resources, maybe other funding sources, best.

Mr. Olson:                Just for your information, Jeff, schedule A's assessed value is \$236,500, schedule B is \$96,800.

Mr. Ricca:                I don't know if I've missed anything but its kind of intended to be straightforward. Its kind of as simple as that. Does that sound like a fair representation of what we've been...

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Mr. Lehman: On the surface it seems fine.

Mr. Ricca: We want to, I appreciate the value of your time, I know how busy everybody is. We just wanted to make sure that because of the SEQR process is really focused on the idea of Outside Mitigation, I thought it made sense to come in here and just answer any questions you might have and go through the agreement. Again, we tried to keep it, surprisingly, even though I have reviewed it, its not even three pages long.

Mr. Lehman: Questions from the rest of the commission?

Mr. LaMancuso: I just had a question about how you came up with the twenty-one units number. I know we talked about this a little bit last time and how many new units there are versus, taking on some homeless people in the community and things like that.

Mr. Ricca: Maybe Steve is in the best position to answer that but the short answer is... its intended to be proportionate with other situations in the past. We try not to reinvent the wheel because we have 110 units, we did a straight ratio from Spring Street, Spring Street didn't happen but it was considered to be a good project by a number of people in the city. That's where that came from.

Mr. Alm: We just did an extrapolation from what Spring Street had. I don't have the Spring Street numbers in front of me but there a couple of newspaper articles where it said, this is how many housing units we are developing, this how many we're demolishing, so that's where I got my numbers from, was from the Post Journal, the two Post Journal news articles.

Mr. Ricca: When Vince was still in his position he was, for what its worth, nodding his head in agreement that the numbers made sense as did I think Dr. Rabb at the last meeting. I don't think he had a, I mean there was some discussion about the project itself and the fact that it, its unfortunate that it didn't go forward. I don't think there was any discomfort about the twenty-one units.

Mr. Alm: It was a smaller number, last time when we met with Dr. Rabb, because it was a 79-unit project then but we bumped it up to 110 units. I forget what the old number was, I think it was fifteen, we bumped it up to twenty-one when we increased the number to 110.

Mr. T. Nelson: Was there a set criteria for these properties?

Mr. Ricca: Just that there're somewhat in a narrowed shape and also the Land Bank on their own, I didn't ask them to do this, but the Lank Bank said that they were going to reach out to the City and coordinate with Jamestown Preservation Board, I think it was, Jamestown... I can't remember, Jamestown Renaissance Corporation, yes. She was going to, Gina Paradis was going to reach out to the Jamestown Renaissance Corporation and get more input from them which isn't currently reflected in the current list of houses. She didn't reach out to them in time for us to include it for this meeting but she is going to do that.

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Ms. Surdyk: I can elaborate a little bit on that line of thought. In my conversations with Gina. We, as in the City Department of Development, have been working with a group that is sort of led by JRC. The Unite North Main Plan, that was developed by Clark, Patterson, Lee, I think two years ago. In coordination with that, there is a focus on North Main as a gateway into the City, and addressing the blight that is along that corridor. So that's where some of these properties, just keeping that in mind, Gina tried to look at the area, I think. We actually just met this morning. I think there's more work to do, we actually have some action items out of that to look at, not just the corridor but a radius around the corridor that we are targeting. To look at what's available for sale, what's potentially going to foreclosure, ownership of the properties, so who, is it LLC's that own the properties in that part of the corridor, is it private ownership, so that sort of thing. There's a number of different criteria that we will be looking at when we start to identify specific properties that we will go after. I think that this list came from a list that Gina had already been working on, that she sort of targeted through her position at the Land Bank.

Mr. Ricca: Just what you're talking about, the North Main corridor, the STEL Executive Director met with the new mayor and the new mayor expressed an interest in having STEL do a scattered site project, focusing on Main Street. So, as many of the properties that we can get to demolish on Main Street, it would help us with that future project because, hopefully once we pay for the demolition and abatement then we're going to own that plot of land and we can infill housing into that plot of land on Main Street. We're hoping to get as much on Main Street as we can.

Mr. Lehman: Anyone else?

Mr. LaMancuso: Can you tell us again, I think you told us this before, but can you tell us again, roughly how many of the units are going to be targeted or set aside with the hope that it is going to be used by somebody who is now homeless in the community?

Mr. Ricca: Its 56. Roughly, just a little bit more than half. That's what the funding agency likes to see, is 50% or more.

Mr. Lehman: Anyone else? Thank you for the update, we appreciate the information.

There being no further business, the meeting was adjourned.

James N. Olson Director of Administrative Services/ City Clerk