**Revised**

PEDC Meeting
Planning and Economic Development Committee
Ithaca Common Council

City Hall Remains Closed to the Public

This meeting will be conducted remotely via the online platform Zoom, pursuant to the Governor’s Executive Order 202.1. A live stream is available at City of Ithaca Public Meetings YouTube Channel.

**Please refer to the second page of this agenda to learn how to participate either by written comment or joining the meeting to speak.**

Agenda Items

<table>
<thead>
<tr>
<th>Item</th>
<th>Voting Item</th>
<th>Presenter</th>
<th>Time Start</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call to Order/Agenda Review</td>
<td>No</td>
<td></td>
<td>6:00</td>
</tr>
<tr>
<td>1. Public Comment *</td>
<td>No</td>
<td></td>
<td>6:05</td>
</tr>
<tr>
<td>2. Special Order of Business</td>
<td>No</td>
<td></td>
<td>6:15</td>
</tr>
<tr>
<td>a) Public Hearing: Proposed Amendment to §258-10 of the City Code (Rental Housing, Renewal of Rental Agreements; Notification to Tenants)</td>
<td>No</td>
<td></td>
<td>6:15</td>
</tr>
<tr>
<td>3. Announcements, Updates, Reports</td>
<td>No</td>
<td></td>
<td>6:25</td>
</tr>
<tr>
<td>4. Action Items (Voting to send on to Council)</td>
<td>Yes</td>
<td>Lisa Nicholas, Acting Director</td>
<td>6:30</td>
</tr>
<tr>
<td>a) 2022 Annual Council Concurrence that the Planning Board be Lead Agency</td>
<td>Yes</td>
<td>Lisa Nicholas, Acting Director</td>
<td>6:30</td>
</tr>
<tr>
<td>5. Discussion Items</td>
<td>No</td>
<td>All</td>
<td>6:35</td>
</tr>
<tr>
<td>a) Proposed Amendment to §258-10 of the City Code (Rental Housing, Renewal of Rental Agreements; Notification to Tenants)</td>
<td>No</td>
<td>Lisa Nicholas, Acting Director</td>
<td>7:00</td>
</tr>
<tr>
<td>b) Planning &amp; Development Overview &amp; Draft 2022 Work Plan</td>
<td>No</td>
<td>Lisa Nicholas, Acting Director</td>
<td>7:00</td>
</tr>
<tr>
<td>6. Review and Approval of Minutes</td>
<td>Yes</td>
<td>All</td>
<td>7:20</td>
</tr>
<tr>
<td>a) April 2021</td>
<td>Yes</td>
<td>All</td>
<td>7:20</td>
</tr>
<tr>
<td>b) December 2021</td>
<td>Yes</td>
<td>All</td>
<td>7:20</td>
</tr>
<tr>
<td>7. Adjournment</td>
<td>Yes</td>
<td>All</td>
<td>7:25</td>
</tr>
</tbody>
</table>

If you have a disability and require accommodations in order to fully participate, please contact the City Clerk at 274-6570 by 12:00 noon on Tuesday, January 18, 2022.
* General Public Comments
Send written comments here: http://www.cityofithaca.org/FormCenter/Planning-Economic-Development-Committee-18/Planning-Economic-Development-Committee--98 by 4:00 p.m. the day BEFORE the meeting. All comments received will be forwarded to the Common Council for their consideration. Written comments received in advance of the meeting give the Committee members time to fully consider them. If you want your comment read aloud, please state so in your email and limit the comment to three minutes. A minimum of 15 minutes will be allotted at the beginning to read comments, if needed. The Chair will make an effort to accommodate as many read comments as time permits.

** Register to Speak via Zoom
At 9:00 a.m. on the day of the meeting the following link will be open to register for speaking at the beginning of the meeting via Zoom.
http://www.cityofithaca.org/FormCenter/Planning-Economic-Development-Committee-18/Planning-Economic-Development-Committee--102
The first hour of the meeting will be used for public comment. Registration will close at 3:00 p.m. in order for us to calculate how much time each person will be allotted. If you register, you will be emailed the Zoom link later that day. Use that link to sign in and enter the Zoom waiting room. You will be moved into the meeting for your allotted time in the order that you registered to speak. You must be present in the waiting room when your turn is called or you will forfeit your time. You can use video or telephone to participate.

All comments and questions can be emailed to Deborah Grunder at dgrunder@cityofithaca.org or call (607) 274-6551.
At the December 2021 PEDC meeting, Alderperson Patrick Mehler introduced a proposed amendment to §258-10 (Rental Housing, Renewal of Rental Agreements; Notification to Tenants) of the City Code.

The code currently requires that landlords provide a minimum 60 days written notice to current tenants of a residential unit before doing any of the following:
1. Renewing the current rental agreement
2. Showing the residential unit to prospective new tenants
3. Entering into a rental agreement with new tenants

This amendment would change the minimum notification requirement from 60 to 180 days. Additionally, no waiver of this provision would be allowed in any housing contract.

There will be a public hearing regarding this proposal at the January 19th 2022 PEDC meeting, beginning at 6:00 p.m. See instructions below.

Members of the public will be given the opportunity to be heard at the meeting regarding the proposed amendment. Due to the local spike in COVID cases it is uncertain whether this will be an in-person or remote meeting. If the meeting is held in-person, members of the public may participate in the public hearing remotely or in-person.

There are two options to participate in a public hearing:
1. Submit comments by email no later than 3 p.m. on the day of the meeting to dgrunder@cityofithaca.org and if requested, they can be read into the record. Each comment is limited to three minutes. Indicate in your email that the comment is for a public hearing and provide your name and address.

2. To speak at the meeting, sign up and receive instructions by contacting dgrunder@cityofithaca.org or the Planning Divisions at (607) 274-6551. Please provide your name and address. Each comment will be limited to three minutes.
To: Common Council

From: Lisa Nicholas, Acting Director of Planning & Development

Date: January 7, 2022

Re: 2022 Annual Council Concurrence that the Planning Board be Lead Agency in Environmental Review for Site Plan Review Projects for which the Common Council is an Involved Agency

Annually, Common Council passes a resolution concurring that the Planning Board will be Lead Agency in environmental review for site plan review projects for which the Common Council is an involved agency. Examples of such projects include the Chainworks District Project, Carpenter Circle and 320 W Buffalo (the Immaculate Conception Site), and in 2022 or 23, Development on Inlet Island. As per the previously adopted resolutions, this arrangement ends on December 31 of each year and must be renewed annually. Please find enclosed a proposed resolution which extends this arrangement to December 31, 2022.

The purpose of this arrangement is to make the environmental review process more efficient while, at the same time, keeping Council informed of its potential role in the environmental review of site plan projects. Environmental forms and project information would continue to be forwarded directly to Council members without the need to coordinate with a monthly meeting schedule. This prevents the difficulty of the 30-day deadline to establish Lead Agency but preserves Council ability to not concur should that be the preferred course of action for any future project. As an involved agency, Council could, if desired, provide input to the Lead Agency. All comments from involved agencies are addressed during the environmental review.

The Planning Board also has this arrangement with the Board of Zoning Appeals.

If you have any questions, please contact me at 274-6557
2022 Annual Common Council Concurrence that the City of Ithaca Planning and Development Board be Lead Agency in Environmental Review for Site Plan Review Projects for which the Common Council is an Involved Agency Resolution

WHEREAS: 6 NYCRR Part 617 of the State Environmental Quality Review Law and Chapter 176.6 of the City Code, Environmental Quality Review, require that a lead agency be established for conducting environmental review of projects in accordance with local and state environmental law, and

WHEREAS, State Law specifies that, for actions governed by local environmental review, the lead agency shall be that local agency which has primary responsibility for approving and funding or carrying out the action, and

WHEREAS, State Law also specifies that when an agency proposes to directly undertake, fund or approve a Type I or Unlisted Action undergoing coordinated review with other involved agencies, it must notify them that a lead agency must be agreed upon within 30 calendar days of the date that the Environmental Assessment Form (EAF) or draft EIS was transmitted to them, and

WHEREAS, Projects submitted to the Planning Board for Site Plan Review and Approval, at times involve approvals or funding from Common Council, making Council an involved agency in environmental review, and

WHEREAS, in accordance with the State Environmental Quality Review Law and the City of Ithaca Environmental Quality Review Ordinance, involved agencies are provided with project information and environmental forms for their review, as well as all environmental determinations, and

WHEREAS, Common Council did consent to the Planning & Development Board acting as Lead Agency in environmental review for site plan review projects for which Common Council has been identified as an Involved Agency since 2015, and

WHEREAS, in order to avoid delays in establishing a Lead Agency and to make the environmental review process more efficient, it is desirous to continue the agreement in which the Planning Board will assume Lead Agency status for such projects; therefore be it

RESOLVED, that Common Council does hereby consent to the Planning & Development Board acting as Lead Agency in environmental review for site plan review projects for which Common Council has been identified as an Involved Agency through December 31, 2022; and, be it further

RESOLVED, that for any future project Common Council may withhold or withdraw its consent should it so desire.
To: Svante Myrick, Mayor Planning & Development Board
   Common Council Board of Zoning Appeals
   Aaron Lavine, City Attorney Ithaca Landmarks Preservation Commission
   Lisa Nicholas, Acting Director of Planning and Development
   Robert Fell-deWalt, Supervisor of Building and Code Enforcement
   Julie Holcomb, City Clerk
   Tim Logue, Director of Engineering
   Megan Wilson, Zoning Administrator
   Mike Thorne, Superintendent of Public Works
   Public Safety and Information Commission
   Community Life Commission
   Mobility, Accessibility, and Transportation Commission
   Parks, Recreation & Natural Resources Commission
   Katie Borgella, Tompkins County Commissioner of Planning

From: Lisa Nicholas, Acting Director of Planning and Development on Behalf of Alderperson Patrick Mehler and Members of the Planning and Economic Development Committee of Common Council.

Date: December 21, 2021

RE: Proposed Amendment to §258-10 of the City Code

At the December 2021 PEDC meeting, Alderperson Patrick Mehler introduced a proposed amendment to §258 -10 (Rental Housing, Renewal of Rental Agreements; Notification to Tenants) of the City Code.

The code currently requires that landlords provide a minimum 60 days written notice to current tenants of a residential unit before doing any of the following:
   1. Renewing the current rental agreement
   2. Showing the residential unit to prospective new tenants
   3. Entering into a rental agreement with new tenants

This amendment would change the minimum notification requirement from 60 to 180 days. Additionally, no waiver of this provision would be allowed in any housing contract.

There will be a public hearing regarding this proposal at the January 19th 2022 PEDC meeting, beginning at 6:00 p.m. See instructions below.

Members of the public will be given the opportunity to be heard at the meeting regarding the proposed amendment. Due to the local spike in COVID cases it is uncertain whether this will be an in-person or remote meeting. If the meeting is held in-person, members of the public may participate in the public hearing remotely or in-person.

There are two options to participate in a public hearing:
   1. Submit comments by email no later than 3 p.m. on the day of the meeting to dgrunder@cityofithaca.org and if requested, they can be read into the record. Each comment is
limited to three minutes. Indicate in your email that the comment is for a public hearing and provide your name and address.

2. To speak at the meeting, sign up and receive instructions by contacting dgrunder@cityofithaca.org or the Planning Divisions at (607) 274-6551. Please provide your name and address. Each comment will be limited to three minutes.

A minimum of 15 minutes will be allotted at the beginning to read comments, if needed. The Chair will make an effort to accommodate as many read comments as time permits.
Ordinance No. 2021-

Ordinance to Amend Chapter 258 (Rental Housing) of Part II (General Legislation) of the Code of the City of Ithaca in Relation to Notification of Tenants

WHEREAS, the City of Ithaca has a substantial renter population, with 74%\textsuperscript{1} of Ithaca’s 32,108\textsuperscript{2} residents renting; and

WHEREAS, by providing a 180-day waiting period before receiving an opportunity to renew a lease, a tenant will have had ample and appropriate time to decide on whether to negotiate to renew as well as landlords will have more opportunity to rent to tenants attending Cornell University; and

BE IT ORDAINED AND ENACTED by the Common Council of the City of Ithaca as follows:

Section 1. Chapter 258 (Rental Housing) of Part II (General Legislation) of the Code of the City of Ithaca, Section 258-10 is hereby amended as follows:

(...)

§ 258-10 Renewal of rental agreements; notification to tenants.

A. The landlord shall provide a minimum of 60\textsuperscript{180} days’ written notice to current tenants of a residential unit before doing any of the following:

1. Renewing the current rental agreement
2. Showing the residential unit to prospective new tenants
3. Entering into a rental agreement with new tenants

B. Such written notice may be provided at any time during the rental agreement period, from the effective date onwards. This provision of notice shall not apply under any of the following conditions:

1. The current rental agreement period is less than nine months.
2. A summons and complaint to recover possession of the premises has been filed and served on the current tenant in accordance with all applicable laws and rules.
3. The landlord and tenant mutually agree, in writing, to waive the notice period.

(...)

Section 2. This ordinance shall take effect on February 3, 2022 after publication of this ordinance pursuant to the City Charter.

\textsuperscript{1} http://www.cityofithaca.org/DocumentCenter/View/10148/2019-2023-Consolidated-Plan?bidId=
\textsuperscript{2} https://www.census.gov/quickfacts/ithacacitynewyork
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\(^2\) [https://www.census.gov/quickfacts/ithacacitynewyork](https://www.census.gov/quickfacts/ithacacitynewyork)
To Whom it May Concern,

I am writing you today to ask that you strongly reconsider the most recently proposed legislation focused on the restrictions placed on landlords regarding tenant renewals. We view our business and the work we do on an annual basis and it takes a full year to successfully market, communicate, lease and transition between tenants. The new legislation would only serve to bottleneck our workflow and force us to eliminate multiple full time, living wage jobs that we deem essential to our business in place of temporary untrained labor to fill the void during what would be the newly established leasing season.

I work for Modern Living Rentals. Our company has a large number of rental properties serving the Cornell and Ithaca College communities along with the broader Ithaca population. For several years I have worked as a leasing agent. This includes working during the height of the pandemic. In order to keep my properties occupied during the pandemic I had work with my tenants to find subleases, modify lease agreements, market short term housing, convert vacated apartments into short term housing, sign 1, 2, and 3 week leases and 2-3 month leases. I don’t believe it is right to charge someone for a vacant apartment, so I worked my butt off to take care of my tenants. I fear the new legislation would hinder and restrict our ability to work with our tenants. I can’t imagine if during the pandemic I had to focus the entirety of my work on leasing our apartments for the following year. It would have made it impossible for me to have served my tenants as thoughtfully as I did.

Since that time, we have grown our business and now multiple people work with the tenants and with leasing. This is a 24/7 365 days a year business. The last 4 months of a lease are some of our busiest times as landlords. We are focused on helping the tenants clean and repair their apartments so that there is a successful transition between their departure and the future tenants arrival. Our goal is to work to make sure all of our tenants receive the maximum security return and that the future tenants are delighted and pleased with the apartment they are receiving. If this is the only time we have to lease then we cannot assist in these measures. These months are students are focused on securing summer internships and jobs, and studying for prelims and finals. They don’t want to be burdened with a last minute scramble to secure housing for the following year either.

Right now it is anything but business as usual. A huge part of our business involves communicating with our tenants and supporting them during this time. We have not assessed late fees for any tenants and have worked with section 8, county and state to make sure our work displaced tenants can remain in their homes and can continue to afford their rents. Tenants that wish to renew their leases already do so and they communicate this to us and we allocate their apartments on their behalf. We have not put any tenant that wants to remain in their apartment out on the street. Most of our tenants if they chose not to renew their lease often rent a different property from us, because we go the extra distance for our people. If they do not renew it is
because they are graduating or planning to leave town or looking to purchase their own home. In all of these cases we work with our tenants to make sure their needs are being met.

In addition to working for Modern Living Rentals, I am also a small landlord with 6 rental apartments of my own. In order to afford to own these properties and work to develop and establish myself in this line of work, I have had to beg, borrow, and work my tail off. I’ve accrued substantial debts with personal and bank loans and am about to max out my credit cards. I am not riding the gravy train. I work my butt off and struggle to carry the costs of managing these properties. This year I will not be able to afford Christmas gifts for my loved ones.

Becoming a landlord in the City of Ithaca is a struggle I have taken on in hopes that down the line it will reap dividends, but right now I cannot see the light at the end of the tunnel. I fear over legislating will put a stranglehold on me and other ambitious community members like me. I became a landlord in Ithaca because I fell in love with this town, the people and the community. I want people to live happily here. I want them to fall in love the way I did. If the proposed legislation passes it is going to force me to reconsider my ability to help care for and grow the town I fell in love with. I strongly urge the council to reconsider.

Thank you for your time. I hope that my voice can be heard.

Sincerely,

Gregory Tumbarello

Director of Operations
Modern Living Rentals

President and CEO
Marg LLC Property Management
With great concern, we oppose the proposed 180-day restriction on renewals and lease signing law, or any law that limits the business and student renters of leasing houses and apartments. Passing of this law would negatively affect the student renter and the property owners / businesses involved. For reasons stated below.

We oppose any new laws which prevent landowners and students from leasing any properties during any period except the 60-day period defined in the City’s existing Code under Section 258-10(B).

The leasing restrictions currently under PEDC discussion will create great hardship for us and for the students because it condenses the time period and when combined with other seasonal nuances when potential tenants tour apartments (less day-light, colder temps, inclement weather events), will create a greater frenzy and rushed decisions by tenant(s).

From a collective multiple-decades of experience in the Student Housing market, we know many students wish to settle their living arrangements well in advance of their next academic year as their school curriculum and timing in general is defined in advance as well.

By allowing the renting season, the turnover time period, and damage deposit return process to occur over a natural period of time is of prime importance to the landowners / businesses and students, especially given the fact that in Collegetown the students will be on Winter and then Spring Break, and then leaving Ithaca in May.

Making the rental period 2 1/2 months instead of 7 months would create an intense situation for new tenants looking for a place to live under duress. The student wouldn’t have time to look at as many places and make proper decisions in that short period of time. They may be forced to sign a place in fear of losing it due to the 14,000+ students pushing all at once.

Showings would be in the coldest months of the year. This would create problems with heat escaping from the tenant’s apartments and by potential tenants and property owners going in and out of their apartments for showings. This would create more expenses for tenants and property owners paying utilities. It would create more usages of gasses that affect the environment and contribute to global warming. It would make the apartments colder for the tenants and make heat harder to recover to warm the apartment.

The mess it would create with snow and salt on tenant’s shoes being tracked into the apartments, would be an added burden to the current tenants and property owners constant cleaning of their house or apartments. The increased amount of showings in the winter months could create issues between current tenants and the property owners.
Cornell could possibly close due to covid in the spring semester and send students home like they did in March of 2020 and in December of 2021. Look now what happened already in January 2022: the start of the spring semester is now 2 weeks virtual because of Covid. Because of the unpredictability and unforeseen escalation that happens with an outbreak of Covid, shortening the leasing period would be disastrous for both students and property owners. Example when we saw Cornell just went from Green, Yellow and Red in December of 2021 in a week’s time and closed campus. It would be unconscionable to conduct any tours during that time period and near future.

Health and safety are our number one concern.

When we did showings in the fall during the pandemic. We asked current tenants to step outside for 5-10 min while we showed the apartment. For example, if we had a 4-bedroom house showing, we would only take the prospective tenants in 2 at a time and ask the other 2 to wait outside. This way we wouldn’t have 9 people in the house that would create a dangerous situation for everybody due to not being able to social distance. Both sets of tenants, current and prospective tenants thanked us and were very happy we protected them. The weather is much different in the fall semester. Asking tenants to wait outside in the cold and dark (many showings are done after classes), and in inclement weather in February, March and April is much different in Ithaca than in the fall.

There has been mention that there is concern for the tenants not knowing if the property they live in is warm in the winter months. Just to put that concern to rest NYS has a law in place that mandates property owners to provide 68 degrees of heat in the winter months dating from October 1st (September 15th in the City of Ithaca) through May 31st. Multiple Dwelling Law 79; Multiple Residence Law 173; NYC Admin. Code 27-2029.

The world is trying to help businesses and this law you’re proposing is working to limit the business of the landowner. The city closed Aurora Street to help businesses survive. It helped with no evictions to keep tenants safe. It helped with rent payments for tenants. It tried to help everybody in this disaster we have been living through. The country helped with PPP loans to keep business open and employees working. It helped with SBA loans to keep businesses from closing. Everybody helped in any way they could. Now you are proposing taking a business that is restricted to 7 months a year, due to the university schedule, and restricting these business owners to 2 1/2 of the worst weather months of the year. Instead of helping us you are closing us.

600-1000 students go abroad in the spring semester. This proposal completely eliminates them from the free market. They will not be given a chance to look for apartments in person. This needs to be considered. This is another big reason you cannot restrict these businesses or any businesses to 2 1/2 months a year. This list of things affects both tenants and property owners tremendously and this proposal should be removed from the floor. This all started with rent reform and you have made it about the businesses and students in Collegetown.

The students at Cornell are brilliant people. They talk to friends, they know Collegetown at a very early stage of their university career and can make great decisions on where to live. Now the Students have 2 Years to look since sophomores will be required to stay on campus. The students have the Cornell off campus website for looking up “Certificate of Compliance” of all properties in
Collegetown. Looking up all the safety equipment associated with the property. And looking up all these categories and resources listed below.

**Housing Search Process**  
https://scl.cornell.edu/residential-life/housing/campus-living/housing-search-process

**Living Off Campus**  
https://scl.cornell.edu/residential-life/housing/campus-living/living-campus

**Resources**  
https://scl.cornell.edu/residential-life/housing/campus-living/campus-living-resources

**Landlords**  
https://scl.cornell.edu/residential-life/housing/campus-living/landlords

Again, the students at Cornell are brilliant. They know and have known for decades the time of year that suits them best because of weather and class loads and ability to get groups together to look for apartments. We do not force them to look for apartments. We do not make them look in the fall. They come to the businesses and ask the businesses to accommodate them as our customers. We cater to their wishes. We give great customer service in every way to our current and prospective tenants. We could never make a customer come to our business if they choose to do so and your proposal is restricting them and the businesses.

Thank you,
Costas (Ike) Nestopoulos
DemosJohnny Collegetown Rentals
607-339-1137
To whom it may concern,

My name is Treena Vavra, and I am a Leasing Agent for Modern Living Rentals. I am writing this letter in opposition to the new legislation, under consideration, for the shortened time frame of leasing an apartment.

This is my first year leasing in Ithaca. Previously, I was a leasing agent, primarily in student housing, for five years, in Binghamton. I am also a mother of two college kids, one in Buffalo, and one in Albany. In my experience, it is common practice for students to begin their housing search early in the year, for the following year, so that they can focus on their studies and activities, knowing that their housing for the following year is secured. In Ithaca, it is far more of a priority, due to the volume. With two colleges, and limited housing for the number of students and residents. In my opinion, having worked in and experienced other areas, it would be highly unfair to the students, that this town depends on, to force them to hold off their search for housing to limit them to just a few months. The majority of our leases end in the summer. Our tenants are not here in the summer. They would be forced to search for housing in a very short time, during one of the most stressful times of their college career. My own kids have secured housing in the fall for the following year, as spring is far too busy of a time for them to have to add the stress of worrying about where they are going to live next year, and they attend schools in bigger cities, with a higher volume of assessable housing. Please remember, that during the spring, they have spring break, finals, some have spring sports, etc. No one would be able to allocate the time that it takes to go search for housing. Additionally, sometimes the process of leasing, it itself, can take a significant amount of time, which they won’t have. By limiting their timeframe, they would be forced to accept housing that they would not otherwise consider, just to secure a place to live. Please consider that these students are calling us early for housing, because this is what they want. They want to get it taken care of, so that they can obtain adequate housing, and focus on their year ahead with peace of mind.

Let’s also talk about the people, mostly students, living in the units that we are trying to lease. In order to lease these units, we have to enter them. We are now going to be forced to intrude, and inconvenience current tenants more frequently, during THEIR busiest time (studying, and getting ready to graduate, doing interviews etc.), in order to lease that unit for the following year. This is going to cause immense stress on them as well. Where we may show those units occasionally throughout the year, we will be forced to inundate these students with showings, during their most critical time. By having more time to complete the leasing process for everyone in need of housing, I am granted the discretion of choosing the times that I enter these units, so that I am not intruding on study time, meal time, etc. of the current tenant. If the only timeframe, that I have, to show all of these units is two months (because that is what it ultimately breaks down to), I will be forced to show apartments all day, everyday, and into the evening and earlier hours of the morning, and weekends. There is just no other way that we would be able to secure housing for all of these students. It literally takes us an entire year
to lease all of our units, for the next year. We would be asked to do what takes us an entire year, in just a few months.

On another note, my job is to lease apartments, primarily to students. If I am only allowed to do my job four months out of the year, my livelihood could be taken away those other months. As a single mother, this is how I support my family, and put my kids through college. There is no way that I would be able to absorb a hit like this.

I feel that if this legislation is passed, it will be a travesty to all involved. The students looking for housing, the students moving out of their units, and the leasing agents/landlords, that count on this industry for survival. Your job is to take care of your residents. These students are our responsibility, and they consume a very high percentage of our community. This is clearly what is important to them, as they are contacting us, to help them with their needs for housing. It is not possible to please every single person, but by passing this legislation, you will be hurting more people than you will be helping. I cannot imagine the stress and chaos that this legislation would cause in the community of Ithaca, as well as the student population.

Thank you for your time and consideration,

Treena Vavra
Community Manager
Modern Living Rentals
2022 Planning Division Work Program/Goals and Milestones

Top Priorities
1. Fill all vacant positions in Planning and Building to reach adequate staffing levels, including a new Special Events Coordinator
2. Green New Deal Implementation
   a. Implement the Ithaca Electrification Program
   b. Establish a CCA with the Town of Ithaca
   c. Complete Feasibility and next steps to develop a solar farm in the Southwest
   d. Create new Energy Benchmarking Program
   e. Coordinate adoption of a Justice 50 Program
   f. Submit grant application for the Good Jobs Challenge to create a Green Jobs Corridor
3. Complete Downtown Plan in Coordination with the DIA
4. Update Zoning Map and Chart
5. Structure an Inlet Island Urban Renewal Project (IURA)
6. Coordinate, support and monitor Green Street Redevelopment & Conference Center
7. Comp Plan - 5 year Review & Update– Accomplishment Report, Sustainability Update
8. City Facilities –Conduct public outreach and development approvals for East Hill Fire Station, determine next steps for Ithaca Police Department Relocation, Release REFI for Redevelopment of Seneca St Garage and reevaluate priorities for other City facilities.
9. Develop and Coordinate approval of local cannabis legislation
10. Modernize office space, functions and records: Provide all inspectors with IPads for off-site access to network, complete digitization of building plans and planning documents, select and install new office furniture in Planning & Building.

<table>
<thead>
<tr>
<th>Project/Task</th>
<th>Anticipated Completion</th>
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</thead>
<tbody>
<tr>
<td>Downtown/West State Street/West End Plan</td>
<td></td>
</tr>
<tr>
<td>• Complete full draft of plan</td>
<td>Q2</td>
</tr>
<tr>
<td>• Circulation &amp; Public Outreach</td>
<td>Q3</td>
</tr>
<tr>
<td>• Plan Adoption</td>
<td>Q4</td>
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</tbody>
</table>

| Housing – Short Term Rentals                      |                        |
| • Research Building Code Issues                   |                        |
| • Research ordinances adopted in other NYS municipalities |                      |
| • Research alternatives for third-party monitoring and compliance | TBD                     |
| • Draft and Present Legislation                   |                        |

| Southside & Waterfront Area Plans                |                        |
| • Complete Graphic Design on Adopted Plans       | Q2-Q3                  |

| Affordable Housing Inventory (Time Permitting – Intern) | Q3 |

| Coordinate Capital Budget Process                 | Q3 |

Planning Projects, Plans & Studies
2022 Planning Division Goals and Milestones

Strategic Plan for City Facilities – East Hill Fire Stations & Ithaca Police Headquarters /Revisit Priorities
- Reconvene Facilities Planning Committee/ Revisit Priorities  Q1
- Coordinate E Hill Fire Station Approval Process & Public Outreach Q1-2
- Next Steps – Acquire Property, Release RFP, etc.  Q2-4

Seneca Garage / Downtown Bus Depot (Near Future)
- Release RFEI for Development Proposals  TBD
- Convene Focus Group (TCAT, County, ITCTC, City Trans, etc)  TBD
- Coordinate with Town for Possible Site Expansion  TBD

Collegetown Streetscape – 400 Block
- Write and Release RFP, Select Consultant  Q1
- Public outreach and design process  Q4

Comp Plan – 5 Year Review, Update & Implementation Strategy
- Review Plan and List Accomplishments  Q3
- Identify Goals/Priorities for the Next Five Years  Q3
- Update Plan to include Sustainability Developments  Q3

Revise and Update Zoning Map and Chart
- Release RPF & Hire Consultant  Q1
- Complete project  Q2

Homeless Housing Task Force (support)
- Provide support and information as needed  Q1-Q4

Historic Preservation
- FSP Grant Application  Q2
- Complete Certified Local Gov Report.  Q2
- Complete local designation process for the Ithaca Downtown Historic District and three additional downtown properties  Q1-Q2
- Inventory of historic monuments to appropriateness/accuracy  Q3
- Develop Policy/guidelines for dealing with historic markers that are inaccurate and/or offensive  Q3
- Nominate Alex Haley House for the National Register of Historic Places  Q3
- Complete the documentation needed to National-Register “certify” the local University Hill Historic District  Q2-Q3
- Prioritize and prepare nomination materials for Waterfront & Southside historic properties worthy of designation  Q1-Q4 (Time Permitting)
<table>
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<tr>
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<tbody>
<tr>
<td><strong>Implement the Ithaca Electrification Program</strong></td>
<td></td>
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<tr>
<td>• Kick-off</td>
<td>Q1</td>
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<tr>
<td><strong>Green House Gas Inventory / Climate Action Plan</strong></td>
<td></td>
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<tr>
<td>• Greenhouse gas inventory</td>
<td>Q3</td>
</tr>
<tr>
<td>• Climate Action Plan</td>
<td>Q4</td>
</tr>
<tr>
<td><strong>Community Choice Aggregation (CCA) (With Town of Ithaca)</strong></td>
<td></td>
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<tr>
<td>• Draft and Coordinate adoption of Local Law</td>
<td>Q2</td>
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<tr>
<td>• Develop a data protection plan and financing strategy</td>
<td>Q3</td>
</tr>
<tr>
<td>• Establish ad CCA Administrator</td>
<td>Q3</td>
</tr>
<tr>
<td><strong>Decarbonization Program /Carbon Free Electricity</strong></td>
<td></td>
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<tr>
<td>• Complete Feasibility analysis of Solar Farm in SW</td>
<td>Q2</td>
</tr>
<tr>
<td>• Release RFP for a 6MW solar farm development in the SW</td>
<td>Q3</td>
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<tr>
<td><strong>Energy Benchmarking Program</strong></td>
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<tr>
<td>• Draft and coordinate adoption of Local Law</td>
<td>Q2</td>
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<tr>
<td><strong>Green Jobs Corridor Program (Multiple Partners)</strong></td>
<td></td>
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<tr>
<td>• Apply to the Green Jobs Challenge Program with Partners</td>
<td>Q1</td>
</tr>
<tr>
<td>• Implementation of Green Jobs Corridor following award</td>
<td>Q2-Q3</td>
</tr>
<tr>
<td><strong>1,000 Conversations Outreach Project</strong></td>
<td></td>
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<tr>
<td>• Hold weekly Conversation events</td>
<td>Q1-4</td>
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<tr>
<td><strong>Micromobility Program</strong></td>
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<tr>
<td>• Develop strategy for municipal fleet electrification</td>
<td>Q2</td>
</tr>
<tr>
<td>• Develop strategy for deploying a shared e-bike system</td>
<td>Q2</td>
</tr>
<tr>
<td><strong>Justice 50</strong></td>
<td></td>
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<tr>
<td>• Present definition of Climate Justice Community to Council</td>
<td>Q1</td>
</tr>
<tr>
<td>• Present Justice50 implementation guidelines.</td>
<td>Q2</td>
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### Legislation

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<tbody>
<tr>
<td>• Cannabis Legislation</td>
<td>TBD</td>
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<tr>
<td>• Short term Rental Legislation</td>
<td>TBD</td>
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<tr>
<td>• Update Waterfront Zoning</td>
<td>TBD</td>
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<tr>
<td>• Amend Zoning to Implement Adopted Southside Plan</td>
<td>TBD</td>
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<tr>
<td>• Revise/Update Sign Ordinance</td>
<td>TBD</td>
</tr>
<tr>
<td>• Zoning revision/clarifications/corrections – ongoing</td>
<td>Q1-Q4 (ongoing)</td>
</tr>
</tbody>
</table>

### Economic Development Activities & Projects

#### Downtown Conference Center

- Coordinate Fiscal Oversight Committee
- Monitor room tax and prepare annual room tax budget
- Participate on the LDC Board
- Monitor budget and funding agreements

#### ReCast Small Scale Manufacturing/Micro Retail

- Complete proposal
- Present to Council / Community Partners
- Prioritize recommendations
- Implement recommendations with 2022 AARP Funding

#### Equity Crown Funding Community Wealth Builders

- Time permitting

#### Implement Collegetown Beautification short-term improvements

- Q2 & Q3

#### Coordinate Business Retention and Expansion Program

- Ongoing

#### Downtown Transportation Demand Management Program (TMA)

- Grant Administration for TMA (NYSERDA $460,000)

#### Coordinate Contracts for 8 ARPA- Funded Economic Recovery Projects

- Q1-2

#### City Economic Development Strategy

- Create Scope of work
- Conduction Inventory & Research

#### Explore Collegetown Business Association or Improvement District

- Interview stakeholders to ID Shared priorities and BID Activities
- Convene a Steering Committee and carry-out other formation activities as feasible
### Project/Task

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<tr>
<td>Complete project and spend remaining funds</td>
<td></td>
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<tr>
<td>Downtown Transportation Demand Management Program (TMA)</td>
<td>Q1 - Q4</td>
</tr>
<tr>
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<tr>
<td>Ithaca Commons Management</td>
<td></td>
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<tr>
<td>Coordinate with the DIA and City DPW staff for ongoing management of the Commons, including maintenance, repairs, upgrades, permits, events, and addressing property and business owner concerns.</td>
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<tr>
<td>Manage outstanding items to be completed as part of the rebuild of the Ithaca Commons.</td>
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<tr>
<td>Coordinate Commons permitting with DIA and Public works.</td>
<td></td>
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<tr>
<td>Review and update City/DIA Commons MOU</td>
<td>Q1</td>
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</tbody>
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### Major Development Projects – Support & Approvals

#### Projects Under Construction
- Founders Way -320 W Buffalo (Affordable)
- Cayuga Park/Community Gardens / Cayuga Medical
- City Harbor – Guthrie Medical Building
- 815 S Aurora St – Student Housing
- Northside Apartments (Affordable Rebuild)
- 430-444 W State /MLK Jr St (Market Rate)
- Green Street Garage Rebuild
- Downtown Conference Center & Asteri (Affordable)
- The Ithacan

#### Projects In Approval Process
- Catherine Commons – Student Housing
- Auden II – Student Housing (150 Units)

#### Projects in Development Q1-Q4
- Inlet Island (Housing/ Mixed Use)
- Former NYSDOT Site (Housing/ Mixed Use)
- Cornell CIS Building
- Housing Projects on Cherry Street
- Former Ithaca Gun Factory Site
- Cherry Street Projects (Housing & Mixed Use)

#### Expected 2022 Construction
- 401 E State/MLK JR - Apartments & Parking
- 510 W State/MLK JR St- S8 Affordable Apartments
- Cliff Street Retreat (Mixed Use)
- City Harbor – Mixed use Apartments
- Northside Apartments (Housing Authority Rehab)

### Ithaca Urban Renewal Agency – IURA

Manage the City’s annual HUD Entitlement grant to increase the supply of affordable housing, make homeowner repairs, and assist employers who create jobs, fund job training programs resulting in job placement, and prevent homelessness. Highlighted projects:
- Green Garage Redevelopment (Asteri, Rimland & Conference Center)
- Uses & Spaces- West State /MLK Jr St
- Inlet Island Development Agreement

### Grant Applications/Administration/Support
2022 Planning Division Goals and Milestones

Support - Local Waterfront Revitalization Program Grant – Ithaca Farmers’ Market (two grants)
Administration - DEC Grant for Golthaca TDM Policy & TMA Development

Support Commissions as assigned/needed

Public Art (dependent on Staffing)
- Facilitate review of mural proposals Q1
- Coordinate installation of successful proposals Q1-Q2
- Launch Initiative for GND –Themed Public Art Q2-Q3
- Inventory & Condition of Public Art (intern) Q3

Internal Organization and Projects
- Develop Stand-alone documents for each zone Q3-Q4
- Complete Database Development & Implementation Q1-Q4
- Implement Address-based filing Q3-Q4
- Develop/Implement SOPs Q3-Q4
- Implement Project Charter/Agreement – Project process Q2-Q4
- Scan BZA & ILPC files (Intern) Q3
- Scan Building Division Files & Large Documents (County) Q1-Q3
- Research the legality of issuing Staff Approvals for minor variances Q3

Personnel
- Hire one new Code Inspector
- Hire two Senior Code Inspectors
- Create Position and Hire Sustainability Planner
- Hire one Office Assistant
- Hire one Planner
- Hire one Senior Planner
- Retire Zoning Administrator

External Boards & Committee Service
- Tompkins County Area Development Board
- Ithaca Neighborhood Housing Services Board of Directors and Loan Committee
- Downtown Ithaca Alliance Board and Committees (Business Retention & Development, Transportation)

Planning Division staff also participate in or serve on numerous external committees and collaborative groups

Quasi-Judicial Boards and Committees
- Planning & Development Board
- Board of Zoning Appeals (BZA)
- Ithaca Landmarks Preservation Commission (ILPC)
- Planning and Economic Development Committee (PEDC)

Commissions
- Support Commissions as assigned/needed

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Planning Division staff also participate in or serve on numerous external committees and collaborative groups
City of Ithaca  
Planning & Economic Development Committee  
Wednesday, April 21, 2021 – 6:00 p.m.  
Common Council Chambers, City Hall, 108 East Green Street

Minutes

Committee Members Attending: Joseph (Seph) Murtagh, Chair; Cynthia Brock, Stephen Smith, Donna Fleming, and Laura Lewis

Committee Members Absent: Alderperson

Other Elected Officials Attending: None

Staff Attending: JoAnn Cornish, Director, Planning and Development Department; Jennifer Kusznir, Senior Planner; Nick Goldsmith, Sustainability Coordinator; Ari Lavine, City Attorney; and Deborah Grunder, Executive Assistant

Others Attending: PUD - Craig Modisher and Noah Demarest, Stream Collaborative; Linc Morse, 407 Holding, LLC.

Community Gardens – Dan Hoffman, Marty Hiller, and Sheryl Swink

IECS – Ian Shapiro

Chair Seph Murtagh called the meeting to order at 6:00 p.m.

1) Call to Order/Agenda Review

No changes were made to the agenda.

2) Public Comment

No one signed up for public comment.
3) Special Order of Business

a) PUD Presentation – Cliff Street Retreat

Noah Demarest and Linc Morse provided a presentation of this project. No changes to setbacks, etc. or any other zoning requirements so there is no need for variances. The title might change.

Incodema will start their move on Monday, April 26th.

Alderperson Fleming asked for a picture of where the trail is going down to Cass Park.

This still has to be configured. David Nutter has offered his assistance in coming up with it.

Alderperson Fleming also asked who they might see using this facility.

Linc Morse commented that this might be a very good alternative of a typical hotel. A guest would be able to bike right out of their back door to all waterfront amenities.

Noah Demarest that they see local groups, etc. renting for meetings, etc.

The space is flexible to accommodate different size groups.

Alderperson Lewis stated she really likes this project. She also had a question as to how people would get down from the steep slope to the waterfront trail, etc.

Noah Demarest also stated that the length of the building will follow along it and connect with the Black Diamond Trail.

Alderperson Lewis asked about changing up the rooms to accommodate different size families.

She also asked about the parking. Demarest stated they have no plans to seek more parking spaces for this project.

Linc Morse further stated that they will have biking stations in the hope people will take advantage of this type of transportation.

The use of TCAT buses was also discussed. Perhaps that area could be a bus stop.
4) Action Items (Voting to Send onto Council)

  a) Cliff Street Retreat PUD – Approval in Concept and Permission to Circulate

Alderson Brock wanted to say that she think there's a lot of interest in this project. There's a lot of excitement to see. As Laura mentioned the reuse of this facility into multiple uses, she really appreciates that. Lincoln was immediately responsive when I reached out to him and asked him to meet with adjacent residents to discuss the project.

She has always found him and his team to be incredibly accommodating and actively listening to the concerns that people have raised as they have mentioned. She thinks that there's incredible excitement about the idea of having a local gathering place. She thanked the project group for their thorough thought of what is needed or requested by the West Hill community. She is very happy to circulate this.

Moved by Alderson Brock; seconded by Alderson Smith. Carried unanimously. An information session will be held and this will come back to this committee next month.

To: Planning and Economic Development Committee

From: Jennifer Kusznir, Senior Planner

Date: April 9, 2021

Re: Planned Unit Development Application for 407 Holding, LLC to be located at 407 Cliff Street

On March 18, 2021, the City of Ithaca received the enclosed application from 407 Holding, LLC, for a Planned Unit Development (PUD) project to be located at 407 Cliff Street.

According to § 325-12 Planned unit developments (PUD), properties located within the City’s Planned Unit Development Overlay District (PUDOD), may apply to the Common Council for consideration to establish a PUD in order to permit uses not explicitly allowed by the underlying zoning if they offer communitywide benefits. The PUD legislation states that the Common Council will consider the application for any PUD on the following criteria, among others:

1. Does the project further the health and welfare of the community?
2. Is the project in accordance with the City Comprehensive Plan?
3. Does the project create at least one long-term significant community benefit?

The proposed project involves the repurposing of the 25,297 SF building located at 407 Cliff Street, from industrial/manufacturing space into long stay and short stay residential use, along with a small conference and meeting room function, office spaces, maker spaces, and retail space along the street.

The proposal includes the following elements:

- Residential Development—13 one-bedroom units, for short and long term rental.
Office Space—3438 SF of area, divided into approximately 6 offices, a break room, and 2 meeting rooms.
Retail Space — 3900 SF total, potentially divided into 1-6 separate spaces.
Light Industrial Spaces— 2 “maker spaces” at 1200 SF each.
The lobby and lounge area are approximately 2000 SF, with an 840 SF conference room.

The applicant notes that this project will result in the following potential community benefits resulting from this project:

- Pedestrian connection between Cass Park/Children’s Garden/Black Diamond Trail and the West Hill Community, via a walking path up the hill (contingent on City approval)
- An opportunity for retail space and maybe a small cafe, which is sorely missing from the West Hill community currently. This may help with limiting car traffic down the hill into the City further.
- An opportunity for a community gathering space.
- The mix of uses all contained in an existing building creates a diversified workforce opportunity that would not be seen with a purely residential infill project, which is all that is currently allowed under the R-3a zoning. This can be an economic engine for the West Hill neighborhood.
- These much quieter retail and residential uses are a better fit for this neighborhood than the existing light industrial use.
- There will not be tractor trailer trucks coming to this site multiple times a week/day, like there is currently, since we are moving away from Light Industrial use.
- The new mix of uses for the building should at least maintain, if not increase the tax revenue for the County and City of Ithaca. Again, an economic engine located in the West Hill neighborhood.
- Including non-industrial uses will require investigation and cleaning of the site of any potential environmental contaminants to meet the standards for unrestricted residential. The new walkway will provide a protected accessible path to each of the new retail storefronts.
- The careful removal of invasive species to encourage more native plants along the adjacent city-owned property will also be a part of this project.
- Improved dark-sky compliant exterior lighting which would not be required for another industrial user.
- Energy efficiency improvements will be made to the building’s envelope and mechanical systems reducing overall carbon footprint which would not otherwise be needed/required for another industrial user.

The application has been reviewed by staff for completeness and has been found to be satisfactorily complete for distribution and review. If the committee is in agreement, this application will be circulated for comments and a public information session will be held, in accordance with the PUD requirements. If you have questions or require additional information, please feel free to contact me.
b) Carpenter Park Land Swap and Community Gardens Lease

ORDINANCE __ -2021

Moved by Alderperson Lewis; seconded by Alderperson Smith. Carried unanimously.

Alderperson Brock asked about deeding this property to the community gardens. She stated she provided wording for the maintenance plan.

Lisa Nicholas and JoAnn Cornish discussed this and determined that there already is a maintenance policy in the City ordinance so there is no need for another maintenance policy.

An Ordinance to Exchange Lands for and Lease Exchanged Lands to the Ithaca Community Gardens.

Marty Hiller stated that the change in the maintenance policy is new to their group so they would have to look at that before agreeing to anything.

Conditions are building permits needed by CMC and conditions are required for storage of plants, etc.

She further stated it is her understanding that the PUD would have to be completed before this land swap takes place.

Deputy Director Lisa Nicholas stated that her understanding is correct.

City Attorney Ari Lavine stated that is correct.

Any grading of the property will be done after the site-plan review process is done.

Dan Hoffman reminded everyone that the gardens already have an ongoing lease. The gardens enter into this lease with the hope there would be more secure.

Alderperson Brock asked about the change in the term of years for this lease.

Alderperson Brock would like to review the leases currently with the Hanger Theatre, the Childrens’ Garden and the Farmers Market to compare.

Attorney Lavine stated that could be done, but also wanted to state that the City has every right to provide these areas at a minimal fee or no fee at all.

Hiller responded to Alderperson Brock regarding comparing the leases to other City leases. She doesn’t think there is a comparison.

Alderperson Brock moved to change the term of the lease to 25 years. No one seconded. The motion failed.

WHEREAS, presently before Common Council is a proposal requesting that the City release its rights to the Tax Map Parcel 36.-1-3.4, which is described in a deed recorded on July 17, 1991 as Book 663, page 144 (“City Swap Parcel”), in exchange for the now-privately held parcel owned by CMC at Ithaca, Inc. (“CMC Swap Parcel”); and

WHEREAS, also before Common Council is a proposal from Ithaca Community Gardens, Inc. (“ICG”) requesting that the City lease to ICG the City’s rights to the CMC Swap Parcel upon acquisition to continue the operation and maintenance of community gardens; and
WHEREAS, the City Swap Parcel will facilitate CMC’s development of its site into a medical office building, 2 mixed-use commercial and multi-family buildings, and one affordable housing residential building, and the CMC Swap Parcel will afford the City and ICG with long-term security for the community gardens location; and

WHEREAS, in consideration for the City’s release of the City Swap Parcel in exchange for deeded rights to the CMC Swap Parcel, the City and CMC have negotiated an agreement that CMC will pay the City $82,355.00, which the parties agree represents fair value for the differential in value between the Swap Parcels; and

WHEREAS, General Municipal Law §96 affirms that a municipality’s holding of land for community gardening uses is a valid exercise of municipal powers, and it is generally agreed that community gardening is a valuable public benefit for City residents; and

WHEREAS, the City is interested in entering into a 30-year lease for $1 per year with ICG in exchange for ICG’s continued commitment to provide affordable community garden plots, especially for City residents and low-income residents, and to remain responsible for all utilities, other amenities, and responsibilities associated with the site; and

WHEREAS, the City Charter requires approval by three-fourths of the Common Council to authorize divestment or lease of real property; now, therefore

BE IT ORDAINED AND ENACTED by the Common Council of the City of Ithaca as follows:

Section 1. Legislative Intent and Purpose. The Common Council makes the following findings of fact:
A. The consideration offered by CMC is adequate to release the City’s interests in the City Swap Parcel in exchange for the CMC Swap Parcel.
B. The City affirms that community gardening is a valuable public benefit to the City.
C. The City desires to continue providing its lands for community gardening purposes, as leased by ICG, and this land swap between the City and CMC affords long-term stability for community gardens within the City of Ithaca.

Section 2. Approval and Execution of Deed. The Common Council authorizes and directs the Mayor, on the advice of the City Attorney, to execute such documents as necessary to effect the exchange of the City Swap Parcel for the CMC Swap Parcel including payment to the City of $82,355, and to effect the lease of lands to ICG under a lease substantially similar to the lease included herewith.

Section 3. Effective Date. This ordinance shall take effect immediately upon publication as provided in the City Charter.

LEASE AGREEMENT FOR ITHACA COMMUNITY GARDENS

THIS LEASE AGREEMENT is entered into this ____ day of ________ of 2021, by and between the CITY OF ITHACA, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of New York, with offices at 108 E. Green Street, Ithaca, NY 14850, hereinafter referred to as "LESSOR" and/or “City,” and ITHACA COMMUNITY GARDENS, INC., a not-for-profit corporation, duly organized and existing under and by virtue
of the laws of the State of New York, with an address at Post Office Box 804, Ithaca, NY 14851, hereinafter referred to as “LESSEE” and/or “ICG.”

WHEREAS, the City of Ithaca’s Comprehensive Plan (2015) includes a bold commitment to making community gardens available to all City residents who wish to use them, and to enhancing food security for City residents; and

WHEREAS, New York State, through its policies and programs, encourages and supports the development and facilitation of community gardens on public lands; and

WHEREAS, the Ithaca Community Gardens (the largest in Tompkins County, with more than 160 plots) has been in continuous operation since 1976; and

WHEREAS, the Ithaca Community Gardens is now operated by Ithaca Community Gardens (ICG), a NYS not-for-profit entity, incorporated in 2020; and

WHEREAS, Ithaca Community Gardens strives to ensure diversity among its gardeners, and has many low-income gardeners who reside or work in the City, as well as many refugee families, maintaining plots at the Ithaca Community Gardens; and

WHEREAS, the Ithaca Community Gardens has leased land initially from New York State Electric & Gas since 1983, and since 1986 from the City of Ithaca, at an affordable cost, in exchange for its commitment to maintain and operate the Ithaca Community Gardens at that site, for the benefit of City of Ithaca residents, especially those in financial need or without other access to land suitable for growing food; and

WHEREAS, the remainder of the Carpenter Business Park, now owned by CMC at Ithaca, Inc. (“CMC”) an affiliate of Cayuga Medical Center and surrounding the Ithaca Community Gardens, is slated to be developed, by Park Grove Realty (PGR), for a CMC medical facility, an affordable housing facility, and mixed-use (commercial/residential) purposes; and

WHEREAS, CMC and PGR have asked that a portion of the City land now leased by ICG (that is “developable”) be exchanged, by the City, for certain (“non-developable”) land
within Carpenter Business Park now owned by CMC, that is of comparable size and food gardening utility, and that would be leased by the City to ICG; and

WHEREAS, ICG has reached agreement with CMC and PGR as to certain of the terms of such an exchange, including renewed infrastructure of the Gardens to be provided by PGR, that would compensate ICG for the costs required as a result of the Gardens reconfiguration, contingent upon the City’s approval of said exchange as well as a new, long-term lease acceptable to ICG, and terminable by the City only in the event of ICG’s default; it is now therefore agreed that

THIS NEW LEASE, between LESSEE and LESSOR - superseding all prior such leases - is intended to recognize said land exchange and the reconfigured boundaries of the Ithaca Community Gardens, and to provide said Gardens with enhanced security and land tenure, in recognition of the substantial and unique value that LESSEE and said Gardens contribute to the City and its residents, and consistent with the City’s Comprehensive Plan.

The parties hereto agree as follows:

ARTICLE ONE: LEASED PREMISES

LESSOR shall lease to LESSEE the premises more particularly described in Schedule “A,” hereinafter referred to as the “Leased Premises” or the “Premises,” attached hereto and incorporated herein by reference, together with all the rights, privileges, easements and appurtenances thereunto belonging or attaching, including the right of quiet enjoyment, subject to the provisions, conditions and covenants contained in this Lease Agreement.

ARTICLE TWO: TERM OF LEASE

LESSOR hereby leases the Premises to LESSEE for an initial term (the “Initial Term”) commencing upon transfer by deed of certain lands presently owned by CMC to the City as described in the Land Swap Agreement dated ___ of 2021, hereby incorporated as Schedule
“E,” and ending on December 31, 2050, which term may be renewed or extended by agreement of the parties or their successors or assigns as follows:

(a) This Lease will automatically renew for one renewal term of twenty (20) years upon timely satisfaction of both of the following conditions:

i. LESSEE submits to LESSOR written notice of renewal at least 2 years and six months prior to the expiration of the Initial Term provided for herein in a format substantially similar to the notice attached as Schedule “D,” and

ii. after receiving such timely notice, LESSOR does not, by the date one year and nine months prior to the expiration of the Initial Term, notify LESSEE of its determination of non-renewal; or

(b) After the end of the renewal term, or in the event LESSEE fails to submit timely notice as indicated in paragraph (a) above and LESSOR has not otherwise notified LESSEE of its determination of non-renewal, the Lease shall renew on an annual term, and LESSOR may terminate the lease upon no less than 9 months’ notice prior to the termination of the then-current annual term.

ARTICLE THREE: RENT

For and in consideration of the leasing aforesaid, LESSEE hereby covenants and agrees to pay to LESSOR, as and for rent for the Leased Premises, the sum of $1 per year, which sum is hereby acknowledged by LESSOR to have been paid in advance for the entire term of this lease, at the time of execution of this Lease Agreement. As and for additional consideration, the substantial and unique value of which is acknowledged by LESSOR, LESSEE agrees to operate, maintain and oversee a public community garden program for the City of Ithaca and its residents, as described in ARTICLE FOUR hereof, for the term of this Lease, utilizing the Leased Premises. LESSEE shall be solely responsible for payment of any and all fees or bills associated with utility use, assessments or taxes which may be imposed upon the Leased Premises.

ARTICLE FOUR: USE AND MAINTENANCE OF PREMISES

a) LESSEE agrees that gardening operations shall not resume on the Leased Premises after its infrastructure is renewed by PGR until the garden plot layout, one bay of each storage shed, and both compost areas have been installed in accordance with the approved site plan. All fencing to be installed by LESSEE must be completed within six months after gardening
resumes. LESSEE’s failure to comply with this subparagraph (a) shall constitute default under the terms of this Lease.

b) LESSOR affirms the public benefit provided to residents of the City of Ithaca by the existence and operation of the Community Gardens at the Leased Premises. LESSEE covenants and agrees that it will, during the period of this lease, reasonably continue to use said Premises and any buildings and improvements situated thereon for public community gardens as that term is defined in the Ithaca City Code, and to operate, maintain and oversee the Community Gardens, as a benefit for the City of Ithaca, with participation open to the general public, specifically for but not limited to City residents and low-income gardeners, and to provide outreach to and accessibility for low income gardeners. In addition, the Premises will be open during daylight hours to visits by members of the general public, with reasonable posted regulations designed to protect the tools, materials, and garden plots of duly registered gardeners and LESSEE’s materials, tools and improvements.

c) LESSEE further covenants and agrees that at all times during the lease term:

1. The Premises, including the buildings and improvements situated thereon or connected therewith and all appurtenances thereto and equipment thereof, shall be kept by LESSEE at its own expense in good repair and in a clean and safe condition and in conformity with the requirements of all municipal, county, state and federal laws, rules and regulations, in a manner consistent with the Maintenance Policy attached hereto as Schedule B, recognizing that as part of the ordinary operations of the Community Gardens the Premises may be used for all aspects of gardening including winter gardening and allowing plants to go to seed;

2. All health, police, zoning, fire, building, subdivision, and other regulations shall, in all respects, be fully complied with by LESSEE and, in particular, that at the end of the growing season the Premises will be appropriately cleaned and winterized, also in a manner consistent with the attached Maintenance Policy; and

3. LESSEE will not remove or permit to be removed any existing building or improvement from the Premises except with the consent of LESSOR or as provided for in this Lease (such as is shown in the approved site plan, or at termination of the lease term).
d) It is hereby agreed that the attached Schedule B (“Maintenance Policy”) may be modified or amended by written agreement of LESSEE and the Mayor and Planning Director of the City of Ithaca, on behalf of LESSOR. If at any time, LESSOR determines that LESSEE does not meet the standards of maintenance as described in this lease, then and in that event, LESSOR shall so inform LESSEE in writing. LESSEE shall have sixty (60) days thereafter to either correct said deficiency or deficiencies or submit a plan along with a request for additional time if needed, such additional time not to be unreasonably withheld by LESSOR.

e) LESSEE agrees to provide a gardener membership plan ensuring that City residents and low-income gardeners that wish to garden on the Leased Premises have an opportunity to do so, within the constraints imposed by the total number of garden plots available. Such a plan shall be incorporated into this Lease by reference and LESSEE shall provide to LESSOR a copy of any updates or amendments to the plan.

ARTICLE FIVE: IMPROVEMENTS

It is understood and agreed that in the event that LESSEE shall construct, erect or install buildings and structures or landscaping upon the Premises during the term of this Lease Agreement, or any extension thereof, such buildings shall be used solely for the purposes set forth in ARTICLE FOUR hereof. With the exception of the structures shown in the site plan attached hereto as Schedule C, ICG’s installation or construction of any additional structures with a footprint larger than 250 square feet shall require the approval of the Common Council of the City of Ithaca, which approval may be granted based on a map showing the proposed location and approximate size of the structure. Any other improvements proposed by LESSEE shall be subject to City of Ithaca site plan review, if applicable.

ARTICLE SIX: WATER, SEWERAGE, AND PARKING

LESSEE shall be responsible for construction, repair, replacement and maintenance of any water or sewer lines on the premises or between the existing City utility main and the Leased Premises, for use by LESSEE, in accordance with LESSOR's engineering criteria. In particular, LESSEE shall be responsible for the installation, maintenance and testing of backflow protection device(s); the winterization of all such water and sewer lines and appurtenances; and for the scheduling of seasonal turn on and shut off of water. LESSEE shall
be responsible for payment for all utilities used on the Leased Premises. LESSOR shall have no responsibility for developing parking areas for use by LESSEE, and LESSEE shall be solely responsible for maintenance and repair of any parking areas developed by LESSEE.

**ARTICLE SEVEN: INSURANCE**

LESSEE shall keep the improvements insured against liability and fire or other hazards and, except as otherwise provided for in this article, shall save LESSOR harmless and indemnified at all times against any loss, damage, penalties, costs and expenses, judgments and decrees, by reason of a failure so to do in any respect or by reason of any violation of any of the laws, rules or regulations above referred to, or by reason of any accident, loss, wrong, injury, or damage to person, life or property in or about said Premises, including but not limited to for any negligence of LESSEE in the making of any improvements to the Premises, or by reason of any use which may be made of the Premises or the buildings and improvements thereon, or by reason of any act or thing done or omitted to be done or by reason of anything happening in connection with or upon the Premises or in any building situated thereon or improvement connected therewith, or by reason of the failure of LESSEE in any respect fully to carry out and perform any of the covenants, agreements, provisions or undertakings in this lease on its part to be performed. Proof of insurance and the inclusion of LESSOR as an additional insured in all such policies of insurance shall be provided in writing to LESSOR.

LESSEE shall maintain liability insurance coverage upon the Leased Premises, in the initial, minimum amount of $1,000,000 per occurrence and $2,000,000 in the aggregate and shall ensure that the City of Ithaca is named as an additional insured on such policy. The minimum amount of required coverage shall be subject to reasonable, periodic adjustment by the City, upon prior written notice to LESSEE of at least 6 months.

LESSEE shall provide written documentation to City that required coverage is in place, at the time of execution of this lease agreement, at least annually thereafter, within a month after the annual insurance renewal date, or at other times upon request.

LESSEE shall keep the Premises insured as provided for herein, the amount of insurance coverage shall be as reasonably approved by the LESSOR, and proof of insurance and the inclusion of LESSOR as an additional insured in all such policies of insurance shall be
provided in writing to LESSOR. It is mutually covenanted and agreed by and between the parties hereto that the proceeds of any and all policies of fire insurance covering any building or buildings at any time situated upon the Premises shall be used as a trust fund towards the repair, reconstruction, building or rebuilding of such building or buildings, unless the parties agree otherwise in writing.

ARTICLE EIGHT: DEFAULT

Notwithstanding any other provisions herein, LESSEE’s right to occupy the Premises may be terminated by LESSOR prior to the end of the demised term of this Lease Agreement under any one of the following conditions:

a) If LESSEE shall, at any time during the term of this lease, fail in the performance or permit the violation of any of the covenants, conditions, terms or provisions of this Lease Agreement, including but not limited to the attached maintenance policy, or such superseded policy approved by the Mayor and Director of Planning and Development, which, on the part of LESSEE, are or ought to be observed, performed, or fulfilled and, except where a specific time is herein provided for the performance of any covenant or condition, when such default is not cured within sixty (60) days after notice and demand have been given by LESSOR (except that the City may impose a reasonably shorter period for failures or violations related to life safety matters); or

b) If, during the demised term, LESSEE shall be adjudicated bankrupt or make a general assignment for the benefit of creditors, or shall take the benefit of any insolvency act, or if a temporary or permanent receiver or trustee in bankruptcy is appointed for LESSEE’s property and such appointment for a temporary receiver is not vacated and set aside within ninety (90) days from the date of such appointment, or in the event of any attempted transfer or other devolution of the interest (or any part thereof) of LESSEE, to any other person or corporation, by reason of the acts and things hereinabove last enumerated; or

c) If LESSEE shall fail to use said Premises for the purposes of a public community garden, as hereinbefore described in ARTICLE FOUR, for one full year during the term of this Lease, unless such failure is the result of an act of nature (such as a major flooding event) or any act of the City of Ithaca, or any other governmental entity, or NYSEG, pursuant to the easements held by such entities; or
d) If, at any time during the term of this Lease, LESSEE or its successor or assignee shall cease to be or cease to operate under the fiscal sponsorship of a not-for-profit corporation.

In any of the events enumerated above, LESSOR may at its option, and upon sixty (60) days notice (or additional notice) in writing, served as provided in ARTICLE TEN hereof, terminate this Lease, and this Lease and the term thereof shall automatically cease and terminate at the expiration of said sixty (60) day period; and it shall be lawful for LESSOR, at its option, to enter the Premises or any part thereof and to have, hold, repossess and enjoy the said Premises, and LESSOR shall have the right to recover the said Premises and to remove all persons therefrom by summary proceedings or by any other legal action or proceedings.

ARTICLE NINE: TERMINATION

LESSEE may terminate this lease at any time by giving a minimum of thirty (30) days written notice to LESSOR.

Notwithstanding the provisions of Articles Two and Eight above, this lease shall not be terminated for any reason by LESSOR without action of the City of Ithaca Common Council, preceded by written notice to LESSEE of the intention to hold a final vote on such action.

ARTICLE TEN: NOTICES

Any notice which may be required under the terms of this Lease shall be given in writing, personally to:

For LESSOR: Mayor, City of Ithaca
108 East Green Street
Ithaca, New York 14850

and

Attorney for the City
108 East Green Street
Ithaca, New York 14850

and

For LESSEE: Ithaca Community Gardens, Inc.
P.O. Box 804
Ithaca, New York 14851
and

ithacagardensboard@gmail.com

or any subsequent address supplied by LESSOR or LESSEE.

Notice to LESSEE of non-renewal, intention to conduct a final vote on non-renewal, or any defaults which may result in lease termination, shall be delivered by certified mail, return receipt requested.

ARTICLE ELEVEN: ASSIGNMENT

It is hereby covenanted and agreed by and between the parties hereto that LESSEE may not sell, convey, or assign its interest in the Premises and in any structures or improvements thereon, to a successor or any other party, without the written consent of LESSOR. Such consent shall not be unreasonably withheld by LESSOR if said proposed successor or assignee is a local, not-for-profit entity with the capacity to operate and maintain the Community Gardens in a manner similar to that provided by LESSEE or is a fiscal sponsor of LESSEE for tax purposes. The approval of one assignment by LESSOR shall not constitute approval for any subsequent assignment.

ARTICLE TWELVE: SURRENDER OF PREMISES; DISPOSITION OF IMPROVEMENTS

Upon the termination of this Lease, as a result of default (per ARTICLE EIGHT) or upon its expiration (the expiration of the Initial Term or any renewal term, per ARTICLE TWO, if applicable), LESSEE covenants and agrees to surrender the Premises, peaceably and at once, and to deliver up the same to LESSOR, subject to the remaining provisions of this Article. LESSEE shall be entitled – but not required – to remove from the Premises any improvements LESSEE has made to said Premises, including but not necessarily limited to any structures (e.g., sheds, fencing, gazebo) and the topsoil from the gardens (defined as the top eight inches of soil), provided that a relocation site requires topsoil. Any such removal must occur prior to said termination date, must be complete (i.e., without leaving debris, hazards, or holes in the ground) and shall be at LESSEE’s sole cost.

ARTICLE THIRTEEN: CONDEMNATION
If any person or corporation, municipal, public, private or otherwise, shall, at any time during the term of this lease, lawfully condemn and acquire title to the Premises or any portion thereof, or to any building or the appurtenances now or hereafter erected thereon, or to any easement therein, in or by condemnation proceedings pursuant to any law, general, special or otherwise, then, in that case, LESSOR shall be entitled to and shall receive the entire award or payment therefor; and LESSEE shall assign and does hereby assign and transfer to LESSOR such award or payment as may be made therefor. LESSOR, in any event, shall be entitled to receive any and all awards or payments made for any buildings and the appurtenances which shall be so taken or for any damages thereto, free, clear and discharged of every claim of every kind whatsoever by or on the part of LESSEE, except as hereinafter specifically provided, and such award or payment is hereby transferred and assigned to LESSOR by LESSEE; and LESSEE hereby further agrees that for the purpose of obtaining such award or payment, and for all other purposes, all the buildings and improvements now standing upon the Premises are the sole and absolute property of LESSOR and that in no event and under no circumstances shall LESSEE be entitled to receive or retain any award or payment or any part thereof except as hereinafter specifically provided. Notwithstanding anything hereinbefore contained to the contrary, if LESSEE shall have commenced or completed the erection of a new building or buildings or other improvements and such condemnation takes place after the commencement or completion of the said new building or buildings, then LESSOR agrees to pay LESSEE out of the condemnation award or payment when paid, a sum equal to the amount awarded or paid in condemnation as the value of such building or improvements. If, in the condemnation proceeding, the value of the land and of the buildings and other improvements are not separately determined, then the value of the building or other improvements shall be determined by arbitration. LESSOR agrees to give LESSEE notice of any condemnation proceedings immediately upon knowledge of such proceedings.

**ARTICLE FOURTEEN: NON-DISCRIMINATION**

It is mutually understood and agreed that LESSEE, in the employment of its agents, contractors and/or employees, shall not discriminate against any employee, applicant for employment, subcontractor, supplier of materials or services or program participant because of actual or perceived age; creed; color; disability; domestic violence victim status; ethnicity; familial status; gender; gender identity or expression; height; immigration or citizenship status;
marital status; military status; national origin; predisposing genetic characteristics; race; religion; sex; sexual orientation; socioeconomic status; or weight. and any construction contract entered into by LESSEE shall contain such a nondiscriminatory clause. LESSEE is committed to ensuring that the opportunity to secure and maintain a plot at its Community Gardens is available to those with a disability (as defined by the Americans with Disabilities Act) on terms otherwise comparable to those applicable to gardeners without a disability.

ARTICLE FIFTEEN: TAXES

If, during the term of this Lease, the tax assessor of Tompkins County determines that the Leased Premises are not tax exempt, this lease shall be deemed void, unless LESSEE agrees to pay – and in fact does timely pay – any taxes levied upon the Premises. In the event that this Lease is deemed void for that reason, the parties shall attempt in good faith to renegotiate the Lease terms.

ARTICLE SIXTEEN: MISCELLANEOUS PROVISIONS

a) **Waivers of Lien.** LESSEE covenants and agrees that LESSEE will not make any contract or agreement, either verbal or written, for labor, services, materials or supplies in connection with any improvements at any time situated upon the Premises without securing in such contract or agreement a waiver or waivers of lien against LESSOR's interest in the Premises; and it is expressly understood and agreed, and notice is hereby given, that no persons, firms, or corporations furnishing labor, materials or services for the construction, reconstruction, alteration or addition to any building at any time during the term hereof situated upon the Premises shall have any lien upon LESSOR's interest in the Premises and that any and all liens upon LESSEE's estate and interest in the Premises and the buildings and improvements situated thereon shall be subject to the prior rights of LESSOR under the terms and provisions of this Lease Agreement, and no authority is given by this Lease to LESSEE, expressly or impliedly, to bind LESSOR for the payment of any money in connection with the construction, repairing, alterations, additions or reconstruction work on the Premises, nor is there any authority given LESSEE by this lease, directly or indirectly, to permit any mechanic’s lien, materialman's lien, or contractor’s lien to arise against LESSOR's interest in the Premises or the buildings or improvements thereon, and LESSEE expressly agrees that it
will keep and save the Premises, and LESSOR, harmless from all costs and damages arising from any such liens or lien of any character created through any act or anything done by LESSEE.

b) **Title.** LESSOR represents and warrants that it is the owner in fee of the Premises, as described in Schedule “A,” attached hereto, free of all liens and encumbrances.

c) **Severability.** In the event that any term, condition, clause or provision of this agreement shall be deemed null and void, the remaining terms, conditions, clauses and provisions of this lease agreement shall remain in full force and effect, unless the rights of either party are materially affected by the deletion of such term, condition, clause or provision, in which case either party may elect within 90 days after the date of the notification to declare said Lease null and void in its entirety.

d) **Hours of Operation.** Notwithstanding any apparently contrary stipulation in the Ithaca City Code (except for time limitations on the use of power equipment), gardening-related activity at the Premises may occur at any time between dawn and 10:00 pm.

**ARTICLE SEVENTEEN: RIGHT TO INSPECT**

LESSOR shall have the right to inspect any part of the Premises without notice at any time.

THIS AGREEMENT supersedes and replaces any other such lease or agreement previously executed by the parties hereto, and shall be binding upon the parties and their successors or assignees in title.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals as of the date(s) set forth below.
CITY OF ITHACA

Date: _____________________________  By: ______________________________
Svante Myrick, Mayor

ITHACA COMMUNITY GARDENS, Inc.

Date: __________________________  By: ______________________________
Martha Hiller, President

STATE OF NEW YORK  )
COUNTY OF TOMPKINS  ) ss:

On this ______ day of ____________, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared SVANTE L. MYRICK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person of which the individual acted, executed the instrument.

_______________________________
Notary Public

STATE OF NEW YORK  )
COUNTY OF TOMPKINS  ) ss:

On this ______ day of ____________, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared MARTY HILLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person of which the individual acted, executed the instrument.

_______________________________
SCHEDULE A
-- MUST BE REVISED --

The Premises leased to Ithaca Community Gardens, Inc., by the City of Ithaca, pursuant to a Lease Agreement executed in 2021 between said parties, consist of the following:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Ithaca, County of Tompkins and State of New York, shown as “Parcel A” and “Parcel B” (both of which are also denoted as “Community Gardens”) on a survey map entitled “Survey Map - Carpenter Business Park, Third Street and New York State Route 13, City of Ithaca, Tompkins County, New York,” dated 6/1/2001 and as revised on 2/15/02, more particularly bounded and described as follows:

PARCEL A: Commencing at a pin set in the southeasterly boundary of lands reputedly of the Norfolk Southern Railroad, where said boundary intersects with a northeasterly line of premises (demarcated as ‘Parcel F’ on the above-referenced survey map) conveyed by Building Links, Inc., to Templar, LLC, by deed dated February 20, 2002, which deed was recorded on February 22, 2002, in the Tompkins County Clerk’s Office in Liber CD2504 of deeds at page 965, said point of beginning being located 691.28 feet southwesterly from a pin set in the southerly line of Third Street Extension; running thence North 34 degrees 41 minutes 32 seconds East a distance of 419.10 feet to a point in said boundary of lands of the Norfolk Southern Railroad; running thence southerly on a curve to the left, an arc distance of 65.82 feet, with a chord running South 4 degrees 4 minutes 54 seconds West for a chord distance of 65.60 feet, along the westerly line of a roadway known as Carpenter Circle; running thence South 4 degrees 7 minutes 11 seconds East a distance of 85.80 feet to a point marked by an iron pin; running thence North 56 degrees 14 minutes 08 seconds West a distance of 113.65 feet to the point or place of beginning.

PARCEL B: Commencing at a point 0.2 feet easterly of a chain link fence dividing what is demarcated on the above-referenced survey map as “Parcel B” and ‘Parcel H’ from New York State Route 13, which point is located South 33 degrees 47 minutes 32 seconds West a distance of 247.00 feet, approximately along said chain link fence, from the intersection of New York State Route 13 with a southeasterly boundary of land reputedly of Benjamin; running thence South 33 degrees 47 minutes 32 seconds West a distance of 228.30 feet to a point marked by an iron pin; running thence North 56 degrees 11 minutes 5 seconds 08 seconds West a distance of 113.65 feet to the point or place of beginning.
seconds East for a chord distance of 137.00 feet, to a point marked with an iron pin; running thence South 30 degrees 54 minutes 28 seconds East a distance of 264.72 feet to the point or place of beginning.

Being a portion of the premises conveyed to the City of Ithaca by deed from the New York State Electric and Gas Corporation dated February 21, 1986 which deed was recorded in the Tompkins County Clerk’s Office on March 13, 1986 in Liber 615 of Deeds at page 797.

TOGETHER WITH the right of access to and along the street commonly known as Carpenter Circle, for the purpose of providing access (from Third Street) by the public to the premises leased from the City of Ithaca by Project Growing Hope, Inc., which right was retained when said street was conveyed by the Ithaca Urban Renewal Agency to Building Links, Inc.

SUBJECT TO rights retained by the New York State Electric and Gas Corporation in the aforesaid deed for permanent easement and rights of way upon, over, across and under the above described premises as more particularly set forth in the aforementioned deed from the New York State Electric & Gas Corporation to the City of Ithaca.
SCHEDULE B

Maintenance Policy

SCHEDULE C

Site Plan
SCHEDULE D
LEASE RENEWAL NOTICE

Must be mailed on or before June 30, 2048

To City Clerk and City Attorney:

Pursuant to Article 2 of the Community Gardens Lease between Ithaca Community Gardens, Inc. and the City of Ithaca, executed on [Date], 2021, this notice serves to notify the City that the Initial Term of the Community Gardens Lease ends on December 31, 2050. Absent the City’s notice of non-renewal, as described in this Lease Renewal Notice and in Article 2 of the Lease, the Lease and all terms and conditions shall automatically renew for a 20 year renewal term ending December 31, 2070.

If the City intends to take a final vote regarding non-renewal of the lease, it shall provide prior written notice to Ithaca Community Gardens, Inc. by certified mail. We would also greatly appreciate if the City can provide earlier informal notice of any public deliberations leading up to such a vote. If the City decides not to renew the lease, the City shall so notify Ithaca Community Gardens, Inc. in writing by certified mail no later than March 31, 2049.
SCHEDULE E

Land Swap Agreement
c) **Ithaca Energy Code Supplement Update**

Chair Murtagh stated that we have seen this before, but a few changes have been suggested.

Nick Goldsmith provided the plan for the Town.

The City and the Town are in agreement with the dates of April 26, 2021 and May 10, 2021.

We have met with Cornell.

He outlined the changes made since last month’s meeting. He opened it up for questions.

JoAnn Cornish stated that it will be up to the property owner to reporting.

Alderperson Brock asked whether there are penalties.

Goldsmith stated that there will be penalties.

Alderperson Brock asked for the source about the lighting table.

Moved by Lewis; seconded by Smith. Carried unanimously.

5) **Review and Approval of Minutes**

   a) No Minutes Available

6) **Adjournment**

   Moved by Alderperson Lewis; seconded by Alderperson Fleming. Carried unanimously. The meeting was adjourned at 7:35 p.m.
Chair Seph Murtagh called the meeting to order at 6:00 p.m.

1) Call to Order/Agenda Review

One (1) announcement was added to the agenda.

2) Public Comment

Theresa Alt, 206 Eddy Street, right to renew is up for discussion. Cornell forces to students to give up their housing in October. She reviewed Patrick’s ordinance which she feels just makes it worse. Public hearing funded by state and/or federal funds

Barbara Anger finds problems for both tenants and landlords. She is a landlord that rents seven apartments. She believes tenants need to be protected. Small leasers

Sonja Sandstrom, 324 North Plain Street, is a landlord in New Jersey but she lives in Ithaca. We give a 90-day lease renewal period. At 60 days a copy of the lease is given to the tenants. At 30 days, they either must sign a lease or we’ll be showing the apartment. Pushing it to 180 days may be difficult for all involved.
Ray Schlather, 200 East Buffalo Street, has lived in Ithaca for 50 years, is currently an attorney in Ithaca, and has been a member of the Board of Public Works and Common Council. He has also sent a letter to everyone which also states his thoughts. He thanked Chair Murtagh for all his work he has done on Council and this committee.

Mary Shelley, 109 Park Place, is a landlord in Ithaca. She does not want to evict people. The current legislature is geared toward multiple properties landlords.

Response from the Committee:

Alderperson Lewis thanked all who spoke. She also thanked Chair Murtagh with the upmost work he has done on this committee and council. She also thanks Donna Fleming who also will be retiring from Council and PEDC.

Alderperson Mehler stated he didn’t agree with Theresa Alt’s comment regarding the lease renewal being in October for Cornell students. As a Cornell student, I know this is not the case.

Alderperson Brock also thanked everyone who has commented over the last many months. We have received a tremendous number of emails, correspondence, memos phone calls, and then of course speakers who have come to speak so she really wants to again express her gratitude to everybody who has provided their input on this. She did want to say very clearly, and we will be going into this in more detail in the agenda. The good cause legislation is not rent control. Rent control is the intentional setting of a level of rent that is below market value. This instead is something called rent stabilization which rather proposes a structure at which the rate of rent can be increased during a tenant’s lease. There is a distinction between rent control and rent stabilization and good cause implements rent stabilization.

3) Announcements, Updates, Reports

Alderperson Lewis announced that once again the Ithaca Guaranteed Income Program is accepting applications. This is very exciting news for residents in the city of Ithaca. The application period opens this Friday, December 10th at 9:00 a.m. and will run through Friday, December 17th. It is a very brief one-week window for an exciting program and opportunity for City of Ithaca residents to be selected to participate in this research project. There is detailed information on the Human Services Coalition website.

It is a wonderful partnership with mayors for guaranteed income. University of Pennsylvania will be responsible for the research aspect of this program, but it will for those selected for the program give $450 a month for 12 months, no strings attached. The criteria include that a participant must be a caregiver of a child children, caregiver
to an elderly person, caregiver to an adult with a disability, and must have a household income that is 80 percent or less of area median income.

There are far more details on the website as well as assistance for anyone who may want assistance in filling out the application. The application will take about 45 minutes to complete. If people have questions about that they can turn to HSC.

There was a press release the Mayor gave earlier today.

4) Discussion Items

a) Prohibition of Eviction without Good Cause

Chair Murtagh stated he thought a lot about this topic since last month’s meeting. He did some reflection after the last meeting, and it does seem that we are juggling multiple versions of this. He realized that it had been confusing for a lot of people not just tenants who have been following this but also landlords who have been following this.

He thinks that at the very least we should try to get some clarification tonight about which version of this we’re looking at and just recognizing that for two of us here this will be our last meeting. He felt a little uncomfortable sending something so big and frankly controversial on to a council where you know some of us aren't going to be there. He thought it would be a good idea just to include this as a discussion tonight.

We can talk a bit just about the version. What he did is he took the conversation from last month and tried to update it as best as he could from what he remembers—the emotions that we had passed and discuss that.

We can start with good cause and then we can move on to discussing Patrick’s Ordinance. We know Patrick that you had suggested the possibility that we could circulate this tonight. If the committee feels comfortable circulating, taking a vote to circulate Patrick's proposal on. Chair Murtagh thinks we should do that, but for now it is just listed as discussion on the agenda.

Starting with good cause, we did adopt some language last month that makes it clear that we were talking about 120 days from the end of the lease. Murtagh updated that but is not sure if there are any other comments. It has been talked about a lot, and it does seem at this point like it will be passed to the next Council. He doesn’t know if there are any further comments on this or if anybody has any questions.

Alderperson Brock stated she thinks we were specifically talking about ‘9a’ which was included last month. She continues to interpret this language very differently than what has been proposed. She does think that it is highly restrictive with regards to the amount of time that would be available to negotiate the rent,
and she strongly urges keeping the original language of the September draft versus the language that is in red in this draft.

She asked to just quickly be reminded, or her memory refreshed the concern with it. Is it that you said it's too restrictive? The way that you had presented it was that the landlord and tenant could negotiate the renewal of the lease at any time during the lease term, but the language says, and I quote, “the proposed written lease must have been offered to the tenant in writing on at least two occasions at least two weeks apart but not sooner than 120 days before the end of the lease term.”

This might be in writing, or you know about renewing but according to this the tenant wouldn't even be able to see the renewed lease until 120 days before the lease term and then presumably have another period to negotiate that lease and then may still ultimately reject it which would then leave the landlord with very little time towards the end of the lease to start advertising and showing the unit which, I think when you consider for some of the population which are gone during the summer, it means that there's a limited time for them to see the unit before they leave for summer break. That is why I think that this language is too restrictive.

It really pushes everything up to the end of the lease.

Alderperson Mehler stated that wasn't his intent. He meant the intent was to basically allow landlords and tenants to sign leases and show apartments throughout the year because that's something that he had heard from both tenants and landlords. That was important. Maybe there's some clarification or the language just needs to be cleaned up or something to make that clear but, the idea is that it would be 120 days from the end of the lease at that point.

If there is a tenant who for whatever reason was refusing to give an answer about whether they wanted to renew the lease or whether they're moving out, there would be some mechanism in there that allowed the landlord to rent the apartment to a third party or move forward with an eviction. If that's not clear maybe it just needs to be clarified and go back either to the removed portion. The October version gives more clarification. He thinks that is what is trying to be achieved, and absolutely supports it.

Alderperson Fleming stated she agrees with Alderperson Brock. Presenting at least no sooner than 120 days before the end of the lease doesn't allow much time for either party. The old version was unclear too. The old version said something about the notice the landlord’s attention to pursue it or pursue eviction within 120 days, but it doesn’t say 120 days of what.

Somebody needs to just think about what the intention is, what a reasonable time frame is and then to write the language as clearly as possible to allow both parties opportunity time to make good decisions yet not to pressure tenants to renew before they're ready.
Alderperson Brock stated that the clause is part of subsection 'a' which says its 120 days of the notice. You know that you’re providing the lease, and then two weeks apart and then in that lease it the written offer must include a notice that they will pursue eviction if the tenant rejects the proposed written lease, so it is 120 days of that proviso of or of that providing of the renewal lease.

Chair Murtagh asked if there were any other comments or questions before we move on to the next item.

Alderperson Brock stated she had some other comments. We were instructed by Ari in a previous meeting that this legislation, although adopted by the City of Albany, is under a challenge in the legal system in Albany. The New York State Attorney General’s Office has indicated that they intend to issue an opinion on the City of Albany’s good-cause legislation and at root of that opinion, as I understand it, is to address the question if local municipalities have the authority to pass such legislation pertaining to evictions and contract law.

She thinks it makes sense currently to wait for that opinion, and then if it is determined that the power is vested within the state then we as legislators, those of us who do support good cause, it would be incumbent upon us to reach out to our state legislators to urge their support and the adoption of good cause and if it is determined that local municipalities do have the power to enact legislation of this nature, I think that would be an opportune time for the City of Ithaca to engage in a vacancy study to be able to determine the level of need we have with regards to vacancies with regards to the rate of rent increases that people are experiencing. That would provide the foundation to indicate to our landlords and to the community that purpose of enacting good cause would enable the City to achieve a larger societal goal which is the opportunity to expand rent stabilization to all renters in the City of Ithaca and to reduce the housing instability that she thinks we all anecdotally feel, and many reports have indicated,

We haven't really done a vacancy study to prove that is the case. If we do the vacancy study, it gives a larger opportunity for an exchange with landlords and tenants to perhaps do working groups or other opportunities to explore the impacts of this legislation in a more thoughtful conversational manner. Council Chambers or zoom meetings are a great way to have an exchange of ideas or throw ideas back and forth, explore different complexities of the language, and so on. We would have the time to address it then. Her other point attaches to Patrick’s items. That is her thoughts in terms of what she would like to see happen with this legislation in the future. She anxiously waits to hear from New York State and the Attorney General's Office their determination of our jurisdiction to enact good cause.

Chair Murtagh thanked Alderperson Brock for her comments. This is a good reminder that we do have that opinion coming forward, and he thinks it does make sense to kind of hear what the Attorney General's Office is going to say about it.
Chair Murtagh asked if there are any other comments on this or should we move on Patrick’s revised ordinance. Murtagh asked if Alderperson Mehler wanted to say a little bit about this or maybe it makes sense to give you the floor to kick this off.

Alderperson Mehler stated that this topic is not a voting item, but just a discussion item. He does want to hear people's thoughts on it, but in short, he stated what the bill basically, says is it gets rid of the waiver that currently says that landlords and tenants can waive their day minimums and it also increases the dimensions from 60 to 180. There's a couple of things he wants to talk about. One being how he got to the numbers.

His first thought when going through the good cause stuff was a month or two ago. It was 120 days from the back of the lease so 120 days from the back at least puts you at 240 more or less from start of the lease. He remembered to speak with City of Ithaca Attorney, Aaron Lavine, especially about two of the concerns of contract infringement and things like that, but the reason for the 180. He particularly talked with Lavine as to how much rent we are about to lose and how many renters there are that do not rent from the City of Ithaca but go with Cornell instead.

He spoke to some Cornell folks this morning, and he plans to speak with more tomorrow and Friday. He would like to hear the rest of what they have to say and hear more from tenants as well. The biggest thing that concerned him was that starting in 2015, all freshmen are required to live on campus, so they no longer live in the City of Ithaca but pay to live with housing contracts in Cornell-owned buildings.

There are approximately 4,000 freshmen students that live in campus housing. If you keep going with the math and spin it all around, the University gets about 105 million dollars' worth of rent. It is not actually rent; it is housing contract; and there are all the sort of legalese behind the university which he learned this morning. Even though it's not technically rent, it is still money that would pay for housing that is not going to people in the north campus and it's like the thirst in off-campus areas in college town and even down to the commons.

The point sort of all of this is that we're about to lose another 2,000 students with this mandate for sophomores. It is starting a trend of less housing that the students will use in Collegetown and surrounding areas. He thinks that hurts for a couple of reasons. One, he does not think there are some sophomores who are still in off-campus housing, and two, less housing will be used by the students in college town and surrounding areas.

Alderperson Brock stated that she fills the language is too restrictive.

b) Ordinance to Amend Chapter 258 (Rental Housing) of Part II (General Legislation) of the Code of the City of Ithaca in Relation to Notification of Tenants
Alderperson Mehler stated why the change to 120 days. Cornell University has always made freshmen live on campus. Starting the new academic year, sophomores will also be required to live on campus. The housing requirement also brings with it an on-campus meal plans. This takes from the housing inventory as well as the local restaurants.

Alderperson Fleming stated that she has always thought that Cornell University needed to provide more housing. They now are.

Alderperson Brock is in favor of this, but it favors Cornell students.

Alderperson Lewis agreed with Alderperson Fleming that Cornell building more on-campus housing is a good thing. It is her hope that there will not be some downward pressure from the greater availability of housing mostly in college town but in other parts of the city as well

With more students living on campus, there is a possibility that it will open other housing for grad students, etc.

Alderperson Mehler thanked all for their comments.

Alderperson Brock stated that there is a great deal of invasion of privacy because the units can be shown to new tenants whenever the landlords would like to.

Chair Murtagh stated that this topic is down for discussion but asked whether committee members would be in favor of circulating this for next month.

Alderperson Fleming stated she is in favor of circulating.

Alderperson Brock is also in favor of circulating keeping the first and last whereas.

Alderperson Mehler moved to circulate with just the first and last whereas; moved by Alderperson Brock. Carried unanimously.

Chair Murtagh stated that this will make a huge effect on Collegetown housing.

5) Review and Approval of Minutes

a) March 2021

Moved by Alderperson Brock; seconded by Alderperson Fleming. Carried Unanimously.

6) Farewell to Chair Murtagh – You will be missed!
Chair Murtagh stated it's been a blast folks. He further said he really appreciates the opportunity to chair this committee for so many years and especially working with, JoAnn Cornish, who unfortunately was not in attendance, but perhaps she can watch this part of the meeting.

He has really appreciated over the years chairing this committee. It has been amazing to serve with all the different folks on council, and he knows and sees the changes that have happened in the city from the rebuild of the commons to the repair of so many miles of sidewalk in the city and the zoning changes that have happened in the new housing and you now 210 Hancock and all the great changes that that have been made. He gave a huge thanks to the planning staff for all their work with our complicated, sometimes bewildering, debates in this committee and sticking by us for all these years. He also thanked Debbie for her diligence and preparing agendas and getting the minutes prepared. We could not do this without your absolutely essential work. Thank you for all your service over the years I have been chair of this committee.

Lisa Nicholas, Planning and Development Acting Director, stated she can definitely speak on behalf of the whole planning staff that it's been an absolute pleasure working with you.

He also gave a big shout out to Donna Fleming too. Knowing that we are both departing members of the committee and Council.

Alderperson Brock expressed her gratitude to Murtagh. He has been an incredible Chair of the PEDC. We have handled some incredibly complex, incredibly controversial issues whether or not we are talking about the Community Gardens, Carpenter Business Park, or parking requirements and that have garnered a lot of community attention, has involved incredibly complex legislation. There are many of the things whether we're talking about the comprehensive plan or neighborhood plans that have gone through years of work in terms of community outreach.

One thing she really appreciated is that you've really worked to create a structure environment that is supportive of Staff, of council members, of the public clearly outlining next steps. Giving people an opportunity to speak and be heard in a very deliberative and even-keeled fashion. It is not an easy thing to do. You have done it well. I really appreciate how you can take complex issues and come up with a summary that is clear and easy to understand and succinctly summarizes what the key issues and concerns are that are in front of your mind and bring them to the forefront. She just really wants to express her appreciation for that, and you've really helped her model how she chairs her committees. She keeps her action in mind as she tries to steer her own complex committees through their iteration, so she thanks you for that. She thanked the staff that she will continue to work with.
And, Donna, you have always thought very clearly through all again complex issues with an incredible sense of humor that just makes it fun and engaging and really brings both a pointedness-like look that really gets down to the brass tacks of what we're doing here and what the issues are. You are always direct and straight to the point. You do it with grace and with humor and with intellect and with professionalism. I have so enjoyed working with you and the thing that she wants to express is she really admires your courage. There have been times where people have been called out and made to feel very uncomfortable or compromised in some way and you have always been very quick and the first person to stand up for someone who has been unfairly targeted.

Alderperson Fleming thanked Alderperson Brock for her very kind words.

Alderperson Mehler although not having spent as much time as Cynthia and Laura have with yourself as Chair and Donna on the committee, offered his sincerest thanks for welcoming him not just to Council but into your homes and with meals with you. He felt very welcomed and appreciate the Council for being so inclusive of those of us that are new. It’s a shame to see you go, but I think as Svante said at the Council meeting, you might be leaving Council, but there is no way you are getting too far away. You will still be doing one or two things with us hopefully.

Alderperson Lewis stated she is so appreciative of the ability to engage with members of this committee and share your instrumental in setting the tone and tenor for our debates and our discussions. We have as has been mentioned, discussed, and addressed some very challenging and difficult issues on which we may not all agree. She thinks of a few of them in her term on this committee but when she thinks of our discussions around, for example where we had differing views and most recently on some of the issues we have discussed, we have done it with great respect for one another and the ability to disagree with one another but to do so by disagreeing with a position and not with a person. She thinks that is rare and really appreciates your leadership in establishing that tenor for our committee over the time we have been on this committee so again thank you Seth for your chairing.

Alderperson Fleming thanked Alderperson Lewis for saying such nice things about me. That is very meaningful. The whole time on Council has been deeply meaningful. She repeated expression of thanks to the Planning Staff. Everybody that she has met in the Planning Department has been extraordinarily helpful, patient, and committee toe the goals of the City.

She has had personal meetings and personal phone calls with all the planners. They have always been willing to explain things to me like for the third time, so she really appreciates that. She has learned a lot and it has been a pleasure to work with the with the planning staff. She might just hang out up there every now and again to see how things are going. She further stated that working with this committee has been a wonderful experience. Yes, she and Seph have disagreed over some stuff, but she added he has set the tone for being respectful and civil and for engaging in debate
that puts forward our reasons and doesn't slam anybody personally. She really appreciates that tenor and thinks that it is a model for government around the world. She thanked all again for the opportunity to work with you and good luck next year.

Chair Murtagh stated he is glad the Brock brought up the community gardens. That was a was a big one. We actually got that done. He never thought we would.

Murtagh noted that Brock is reminding us about the minutes which we don't want to forget those. Is there a motion on the minutes?

Moved by Alderperson Brock; seconded by Alderperson Fleming. Carried Unanimously.

7) Adjournment

Moved by Alderperson Fleming; seconded by Alderperson Lewis. Carried unanimously. The meeting was adjourned at 7:31 p.m.