**AMENDED 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>1) Call to Order/Agenda Review</td>
<td>No</td>
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<td>6:00</td>
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<tr>
<td>2) Public Comment *</td>
<td>No</td>
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<td>20 Min</td>
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<td>3) Special Order of Business</td>
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<td>4) Announcements, Updates, Reports</td>
<td>No</td>
<td>Luis Aguirre-Torres, Director of Sustainability</td>
<td>15 Min</td>
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<tr>
<td>a) Green New Deal Update- Electrification Kick Off</td>
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<td>b) East Hill Fire Station – Concept &amp; Timeline</td>
<td>No</td>
<td>Tom Parsons, Lisa Nicholas, Nels Bohn, and Aaron Lavine</td>
<td>20 Min</td>
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<tr>
<td>c) Draft Concept Report – TIDES (The Ithaca Dedicated Encampment Site)</td>
<td>No</td>
<td>Alderperson Cynthia Brock</td>
<td>20 Min</td>
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<td>5) Action Items (Voting to send on to Council)</td>
<td>Yes</td>
<td>Rebecca Evans, Sustainability Planner</td>
<td>20 Min</td>
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<td>a) Proposed Acceptance: Definition for Climate Justice Community</td>
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<td>6) Discussion</td>
<td>No</td>
<td>Megan Wilson, Zoning Adm. Jamie Gatch, Housing Supervisor Tom Knipe, Dep Director, Economic Dev.</td>
<td>20 Min</td>
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<tr>
<td>a) Short Term Rental</td>
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<td>b) Existing Regulations and Housing Inspection Process</td>
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<td>c) Updated Data &amp; Software Tools</td>
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<td>7) Review and Approval of Minutes</td>
<td>Yes</td>
<td>All</td>
<td></td>
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<td>a) February 2022</td>
<td></td>
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<td>8) Adjournment</td>
<td>Yes</td>
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</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, April 19, 2022.
* General Public Comments
Send written comments here: [http://www.cityofithaca.org/FormCenter/Planning-Economic-Development-Committee-18/Planning-Economic-Development-Committee--98](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](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.
To: City Planning and Economic Development Committee

From: Cynthia Brock and George McGonigal, on behalf of a volunteer group (Chris Teitelbaum (St. John Community Services), Carmen Guidi (Second Wind), Rich John, Nels Bohn, Jerry Dietz, Michael Carpenter, Pierre St. Perez)

Date: 20 April 2022

Re: Request for expression of support to proceed with developing a proposal for a Sanctioned Encampment Site on City property

On January 4, 2022 at the Continuum of Care meeting, Nels Bohn presented Proposed Policy – Response to Encampments on City Property, in which it was suggested the City could consider offering land currently used for encampments for new housing targeted to unsheltered homeless persons, and that the City and County could jointly issue a Request for Expression of Interest to explore what organizations are interested in constructing and operating housing facilities if land and financial support were offered.

In response, our group came together to draft a proposal. On April 20, 2022, we will present to PEDC our concept and request City support for the creation of an approximately 4-acre sanctioned encampment site on City property – specifically SW Park. The group would like to work with the City, County, non-profits, and businesses to create a final proposal, and to initiate creation of a management group that could secure funding, services, support, and approvals to create a sanctioned encampment site.

**Background**

Unregulated encampments are unhealthy for its residents, harm the environment, and adversely impact the surrounding community. Resident health and hygiene are at risk when encampment conditions lack bathrooms, handwash facilities, potable water, and safe ways to cook and store food. Inadequate human waste disposal negatively impacts nearby waterways and burning of plastics creates hazardous air pollution. Abandoned encampments leave behind massive amounts of garbage and discarded materials despoiling natural areas. Heating and cooking fuels can become out of control and start fires that spread. In the first 11 months of 2021, the Ithaca Fire Department responded to 31 service calls to extinguish fires associated with encampments. Encampments located near entrances to businesses can deter customers and threaten business viability. Outdoor fires and late-night noise near residential neighborhoods disrupt the quality of life in those neighborhoods. Finally, the presence of encampments can interfere with community use or maintenance of public resources.

There are four major approaches to managing encampments:

1. Clearance with little or no support to occupants
2. Clearance with support to occupants
3. Tacit acceptance
4. Formal sanctioned encampments

To date, the City has primarily followed a tacit acceptance approach consistent with a harm reduction model, as clearance can lead to negative outcomes for provision of coordinated services, trust, trauma of occupants, and
no resolution of the problem as occupants relocate to alternative locations. There are no formal sanctioned encampments in the City.

Proposal Concept
The Ithaca Dedicated Encampment Site (TIDES) would be a sanctioned campsite meant to provide a safe, healthy, secure and 24/7 staffed environment that serves - with dignity - up to 50 individuals at a time who are experiencing temporary homelessness. When permanent and/or supportive housing placement is either not available or accessible, people need an option other than an unsanctioned encampment because for many, other than an unsanctioned encampment there is nowhere for people to stay or sleep. TIDES would provide a central location for shelter and support that promotes and protects people’s safety and well-being and is intended as a temporary stop on the way to finding permanent housing.

TIDES would provide:
• Sanctioned campsite which meets NYS Department of Health requirements for Campsites
• 25 individual camping cabins
• 24-hour 7-day on-site management and support by homeless professionals
• Central facilities for participants with toilets, showers, kitchen, locked storage, gathering and conversation spaces
• Coordination with wrap-around service providers
  o Case management, housing, healthcare, recovery, work readiness, government service access
• Low barrier to entry site and compliance with individualized engagement plans
• Central location providing confidential spaces for those seeking support and their service providers
• Open and safe access for emergency service providers

Our goal is for TIDES to minimally impact surrounding property owners

There are three City-owned properties in the Cherry Street District that could be used for this program: IURA-controlled property at the end of Cherry Street, a City-owned parcel behind Lowes, and the Southwest Park site behind Walmart. Our group feels the preferred location for our proposal would be a 4-acre section of Southwest Park.

If PEDC supports this concept, our next steps will be to:
• Work to secure a 3rd party who would: lease and manage the site 24/7; work with participants to promote their safety and well-being; be good neighbors; and address sanitation and wellness needs
• Work with City staff to develop a site plan for camping cabins, community structures, required infrastructure, and emergency access
• Work with County and non-profit funding and service agencies to assist with development, installation, management, operating costs, and services
• Return to Common Council with a final proposal for consideration and possible approval.

Conclusion
As a sanctioned encampment site, TIDES will assist individuals as they make their way to housing, creating a clean and safe environment where participants have access to services, while also allowing the City to enact and enforce policies to protect and preserve its public spaces, natural areas, and waterways, keeping them cleared of trash and re-habitation.
The purpose of this memo is to provide information about a proposal for a new East Hill Fire Station at 403 Elmwood Ave/408 Dryden Rd to replace the existing facility at 309 College Ave (Fire Station No. 9). We have provided location maps, renderings and floor plans, cost and revenue estimates, a projected approval and construction schedule and other materials. Also enclosed are two proposed resolutions, for discussion only. The first authorizes the Mayor to exercise the option agreement for purchase and sale of the properties in question, while the second authorizes the transfer of 309 College Ave to the IURA for the purpose of undertaking a negotiated acquisition and sales agreement. The proposal and resolutions will be discussed at the April 20, 2022 PEDC meeting.

This proposal culminates nearly eight years of work by multiple City departments and the IURA. In 2015, the Fire Station #9 Existing Building Condition Survey and New Building Concept, was completed by Kingsbury Architecture et.al (Executive Summary attached). The study concluded that Station No. 9 would require an investment of $1.5 million to renovate its outdated mechanical and electrical systems. Due to escalating real estate costs and development opportunities in central Collegetown, it seemed clear that the best option was to sell the existing building for redevelopment and use the proceeds for a new fire station in a different location. To that end, the City issued a Request for Expressions of Interest (RFEI) in 2015 and again in 2018 to solicit developers interested in redevelopment of 309 College Ave. 311 CA Associates, LLC was selected to explore acquisition of the 309 College Ave site in exchange for cash consideration and an alternative site for the East Hill Fire Station. Between 2018 and 2021, an internal team explored nine potential sites. All, with the exception of 403 Elmwood/408 Dryden, were found to be unworkable due to size constraints, location, sale price, and other factors.

In the last several months we have made progress in acquisition and design of the site at 403 Elmwood/408 Dryden. With the support of Common Council, staff negotiated a binding option agreement with 311 CA Associates LLC. This was followed by an executed Option Agreement between the City and the developer in late February 2022, providing the City with the right, but not the obligation, to sell the existing station in exchange for $5.1 million plus the two parcels of land on which the proposed new station would be sited, all on the terms more particularly specified in the option agreement. Finally, the developers have acquired both of the properties. Preliminary design work has also been completed to determine the footprint and layout of the building as well as the expected site work, building style and materials.

Staff will be in attendance to present this information and answer any questions.
OPTION AGREEMENT

This OPTION AGREEMENT (the “Option Agreement”) is made as of the 22nd day of February, 2022, between 311 CA Associates, LLC, a New York limited liability company having an address at 15 Thornwood Drive, P.O. Box 4860, Ithaca, New York 14852-4860 Attn: Philip Proujansky (“Developer”) and the City of Ithaca, a municipal corporation having an address at 108 East Green Street, Ithaca, New York 14850 Attn: Mayor’s Office (“City”).

Developer and the City hereby covenant and agree as follows:

1. Grant of Option. Developer (i) as Agent for its affiliate 403 EW Associates, LLC, a New York limited liability company which is the owner of that certain real property located in the City of Ithaca, New York, together with all buildings and improvements thereon, known as 403 Elmwood Avenue (Tax Parcel 64.-3-7), and (ii) as Agent for an affiliated New York limited liability company to be formed that is the contract purchaser of that certain real property located in the City of Ithaca, New York, together with all buildings and improvements thereon, known as 408 Dryden Road (Tax Parcel 64.-3-6) (collectively, for purposes of this Agreement referred to as the “Developer Parcels”), hereby grants to the City an exclusive option (the “Option”) to purchase the Developer Parcels in AS IS CONDITION on the terms and conditions set forth herein, contingent upon Developer’s affiliate acquiring good and marketable fee title to the property at 408 Dryden Road. In consideration for the Option, and in the event the City elects to exercise the Option, the City hereby grants to Developer the right to purchase that certain real property located in the City of Ithaca, New York, together with all buildings and improvements thereon, owned by the City and known as 309 College Avenue (Tax Parcel 64.-10-17.2) (the “City Parcel”), on the terms and conditions set forth herein. Developer agrees not to offer any part of the Developer Parcels to any other party for sale prior to the Option Expiration Date, as defined herein, and likewise the City agrees not to offer any part of the City Parcel to any other party for sale prior to the Option Expiration Date.

2. Option Price. The price of this Option is $30,000 (the “Option Price”), which shall be paid by the City to the Developer within ten (10) business days of the execution and delivery of this Option Agreement by both parties. If the City exercises the Option pursuant to this Option Agreement, the Option Price shall be refunded to the City as described in Section 5(b) of this Option Agreement. If the City does not exercise the Option on or before the Option Expiration Date, as defined herein, Developer shall retain the Option Price.

3. Exercise of Option. If the City desires to exercise the Option, the City shall do so by delivering to Developer written notice of such exercise on or before September 15, 2022 (the “Option Expiration Date”). Upon delivery of such notice, the parties acknowledge and agree that this Option Agreement shall, effective upon the date of such exercise, become an agreement for the purchase and sale of real property in accordance with the
terms and conditions set forth in this Option Agreement (the “Transaction”). If the City does not exercise the Option by written notice on or before the Option Expiration Date, Developer shall retain the Option Price and the Option shall expire and be of no further force or effect.

4. Extension of Option Period by Developer. Notwithstanding the foregoing, Developer may, in its sole discretion, extend the Option Expiration Date for a period of sixty (60) days (the “Extension Period”) to November 15, 2022 (the “Extended Option Expiration Date”). In the event that Developer elects to extend the Option Expiration Date, all provisions of this Option Agreement, including the refund of the Option Price contemplated in Section 5(b), shall apply during such Extension Period and all references in this Option Agreement to the Option Expiration Date shall be deemed to refer to the Extended Option Expiration Date. If Developer elects to extend the Option Expiration Date and the City does not exercise the option on or before the Extended Option Expiration Date, Developer shall retain the Option Price and the Option shall expire and be of no further force or effect.

5. Transaction. Upon the City’s timely and proper exercise of the Option, the parties shall be obligated to, and shall, enter into the Transaction (as defined in paragraph 3 above) on the following terms:

   a. On a date to be agreed upon by the parties, but no later than sixty (60) days following the exercise of the Option unless such time is extended by mutual agreement of the parties, Developer shall transfer title to the Developer Parcels to the City. The date of such transfer shall be referred to herein as the “Closing Date.”

   b. On the Closing Date, Developer shall pay the City $600,000 as an initial payment, and an additional $30,000 representing a refund of the Option Price paid by the City as described in Section 2 of this Option Agreement.

   c. On the Closing Date, Developer shall deliver to the City a letter of credit from a bank or other financial institution on terms reasonably acceptable to the City in the amount of $4,500,000 to secure full payment of the purchase price for the City Parcel (as defined in paragraph [g] below).

   d. On the Closing Date, the City shall place into escrow with Stewart Title Insurance Company or such other escrow agent as shall be mutually agreed upon by the parties (the “Escrow Agent”) the signed deed to the City Parcel in recordable form (the “Deed”); the signed Real Property Transfer Report ("RP-5217"); the signed Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from Payment of Estimated Personal Income Tax ("TP-584"); and a Resolution passed by the City authorizing the
transfer of the City Parcel to Developer and the execution of such documents as required to consummate such transfer.

e. The Developer shall make additional payments to the City in consideration for the transfer of title to the City Parcel to the Developer according to the following schedule:
   i. October 15, 2022: $800,000
   ii. December 31, 2022: $800,000
   iii. March 1, 2023: $800,000
   iv. June 1, 2023: $800,000
   v. September 1, 2023: $800,000

If Developer elects to extend the Option Expiration Date pursuant to paragraph 4 of this agreement, the October 15, 2022 payment described above shall be made on December 15, 2022. All other payment dates shall remain the same.

f. Title to the City Parcel shall then be good and marketable and the Deed to the City Parcel, the RP-5217, the TP-584 and the Resolution shall be released to the Developer from escrow on the earlier of the following:
   i. As soon as is practicable following City’s written notification to Developer and the Escrow Agent that the signed documents identified in f above shall be released from escrow and title is to be transferred to Developer, which transfer of title shall occur no later than the sixtieth (60th) day following the City’s completion of a new fire station on the Developer Parcels, or
   ii. On May 15, 2024.

g. Upon delivery of the original Deed, the RP-5217, the TP-584 and the City’s Resolution for transfer of the City Parcel to Developer pursuant to paragraph f above, Developer shall pay the City a final payment in the following amount:
   i. If the City’s written notification described in Section 5(f)(i) above is delivered on or before January 31, 2024: $500,000, resulting in a final purchase price of $5,100,000 for the City Parcel in addition to the prior conveyance of the Developer Parcels to the City, which will then be valued for purposes of the Transaction at Developer’s cost basis.
   ii. If the City’s written notification described in Section 5(f)(i) above is delivered on or after February 1, 2024: $300,000, resulting in a final purchase price of $4,900,000 in addition to the prior conveyance of the Developer Parcels to the City, which will then be valued for purposes of the Transaction at Developer’s cost basis.

h. The Developer Parcels shall be delivered to the City free of any leasehold or similar interests, tenants, or occupants.
i. The Developer Parcels shall be delivered to the City free of any mortgages, liens, unpaid taxes, or other encumbrances.

j. The Developer shall have no obligation to make any improvements or repairs to the Developer Parcels or either of them, nor shall the City have any obligation to make any improvements or repairs to the City Parcel.

k. If Developer has satisfied all of Developer's obligations hereunder, City shall not object to, refuse to permit, or otherwise cause a delay in, the release by the Escrow Agent to Developer of the deed and related documents needed to transfer title to the City Parcel to the Developer not later than the latest permissible date specified in paragraph f above. Such an action by the City with respect to the release of the documents from escrow shall be a default under this Option Agreement. In the event that such latest permissible release date in paragraph f is not met due to any breach of this Option Agreement by the City, then and in such event the City shall pay to Developer liquidated damages in the amount of $5,000.00 per week until such time as the deed and related documents are released from escrow.

6. Additional Documentation. Developer and the City covenant to execute any and all documentation reasonably necessary to consummate the Transaction on the terms described herein, including without limitation deeds, affidavits, certificates, escrow agreements, and any additional agreements, if the City should exercise the Option as provided in this Option Agreement. Each party shall bear its own costs in connection with the negotiation, preparation, and execution of any such documentation unless another arrangement is agreed to by the parties.

7. Additional Terms; Modification of Transaction. Either the City or the Developer may request any additional or different terms for the Transaction prior to the City's exercise of the Option. Developer and City each covenant to negotiate on such additional or different terms in good faith. If no agreement is reached following such good-faith negotiation, the terms specified in this Option Agreement shall apply to the Transaction.

8. Marketable Title. Developer warrants and represents to City that 403 EW Associates, LLC has marketable title to the Developer Parcel at 403 Elmwood Avenue as of the date of this Option Agreement and that Developer possesses the ability to legally compel 403 EW Associates, LLC to satisfy Developer's obligations under this Option Agreement, as such obligations pertain to the Developer Parcel at 403 Elmwood Avenue. Developer also warrants and represents that its affiliate has the contractual right to acquire marketable title to the Developer Parcel at 408 Dryden Road as of the date of this Option Agreement, and that Developer possesses the ability to legally compel its affiliate to satisfy Developer's obligations under this Option Agreement, as such obligations pertain to the Developer Parcel at 408 Dryden Road. Developer further warrants and represents that
Developer or its affiliate shall acquire marketable title to the Developer Parcel at 408 Dryden Road on or before July 15, 2022 and thereafter maintain such title as provided in this Section. Developer shall cause marketable title to the Developer Parcels to be maintained as follows:

(i) if the Option is exercised, until the transfer of title to the City; or
(ii) if the Option is not exercised, until the Option Expiration Date.

If Developer fails to obtain and maintain marketable title as provided under this Section and the City elects not to proceed with the Transaction in lieu of seeking specific performance, the Option Price shall be refunded to the City with interest at 10% per annum calculated from the date of this Option Agreement to the date of payment of the refund.

The City warrants and represents to Developer that the City has marketable title to the City Parcel as of the date of this Option Agreement and the City shall cause marketable title to the City Parcel to be maintained until the date on which the City Parcel is conveyed to Developer pursuant to the terms of this Option Agreement or, if the City does not elect to exercise the Option, until the Option Expiration Date.

9. Proof of Title. Developer shall provide the City with an up-to-date Abstract of Title and a current survey of each of the Developer Parcels, and upon City’s request, a copy of the recorded deed transferring each such Parcel to Developer and closing statements. City shall, at City’s cost and expense, provide Developer with an up-to-date Abstract of Title and current survey of the City Parcel.

10. Access to Developer Parcels. Prior to the City’s exercise of the Option, and if the Option is exercised, up until the Closing Date, Developer shall permit the City and its authorized agents and contractors to have access to the Developer Parcels for purposes of performing necessary inspections and testing, including without limitation for geotechnical purposes, in preparation for exercise of the Option and construction of a new structure on the Developer Parcels. Access to the interior of existing structures shall only be included in the Developer’s reasoned discretion. Prior to such entry upon the Developer Parcels, City shall provide a certificate naming Developer as an additional insured on its liability insurance policies or its self-insurance, and shall require that any agent or contractor retained by the City to enter upon the Developer Parcels or either of them to perform such inspections or testing provide a similar certificate naming Developer as an additional insured. City shall indemnify and hold Developer harmless from and against any and all claims, loss, cost, damage, liability, and expense sustained or incurred by Developer as a result of or caused by the entry upon the Developer Parcels, by the City, its agents, contractors or representatives, as well as for any damage caused to either of the Developer Parcels as a result of such entry.

11. Assignment and Designees. The City may assign its rights and obligations under this Option Agreement to a City-affiliated agency or entity, including the Ithaca Urban
Renewal Agency, or otherwise designate said agency or entity as its agent, for the purposes of exercising this Option Agreement and/or consummating the Transaction contemplated hereunder. Written notice of such assignment or designation by the City is required and in the event of such an assignment of designation, City shall not be released or relieved of or from the performance of its obligations and responsibilities under this Option Agreement. Developer shall not assign its rights or obligations under this Option Agreement without the written consent of the City.

12. **Time.** Time is of the essence with respect to all dates in this Option Agreement.

13. **Entire Agreement.** All prior understandings and agreements between Seller and Purchaser are merged in this Option Agreement, which completely expresses their agreement. It has been entered into after full investigation, with each Party having the opportunity to seek advice of counsel, and neither party relies upon any statements that are not set forth in this Option Agreement.

14. **Choice of Law.** This Option Agreement and the Transaction contemplated hereunder shall be governed in all respects by the laws of the State of New York, without regard to its choice-of-law principles.

15. **Venue.** Venue for any legal proceeding relating to or arising from this Option Agreement or the Transaction contemplated hereunder shall exclusively lie in a court of competent jurisdiction located in Tompkins County, New York.

16. **Attorney Fees.** In the event of any dispute relating to or arising from this Option Agreement or the Transaction contemplated hereunder, each party is to bear its own costs for attorney fees.

17. **Cost of this Agreement.** Each party shall bear its own costs in connection with the negotiation and/or execution of this Option Agreement.

18. **No Brokers.** Neither party has engaged any third party as broker and neither party has become obligated to pay any broker’s commission or finder’s fee in connection with the transactions contemplated by this Option Agreement.

19. **Joint Drafting.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

20. **Modifications; Binding Effect.** This agreement may not be modified or cancelled except in writing signed by both Developer and City. This Option Agreement when fully
executed shall apply to, bind, and be enforceable against the parties hereto and their respective heirs, successors, and assigns.

21. Notice. Written notice shall be provided to the parties by hand, by U.S. Certified Mail, or by overnight delivery at the following addresses:

DEVELOPER

311 CA Associates, LC
15 Thornwood Drive, P.O. Box 4860
Ithaca, New York 14852-4860
Attn: Philip Proujansky

With a copy to:

Hancock Estabrook, LLP
100 Madison Street, Suite 1800
Syracuse, New York 13202
Attn: C. Daniel Shulman, Esq.

CITY OF ITHACA

City of Ithaca
ATTN: Mayor's Office
108 E. Green Street
Ithaca, New York 14850

With a copy to:

City of Ithaca
ATTN: City Attorney
108 E. Green Street
Ithaca, New York 14850

Notice shall be effective as of the date such notice is posted, regardless of the date on which it is received. A copy of any written notice shall also be sent to each party by electronic mail at addresses designated by the parties. The parties may, by electronic mail or otherwise in writing, mutually consent to waive any requirement of physical written notice provided in this Option Agreement.

22. Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
23. Severability. If any provision of this Option Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Option Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Option Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

24. Confidentiality. City agrees that, prior to the execution of this Option Agreement by both parties and thereafter, City will keep the existence of this Option Agreement confidential, will not make any public disclosure of this Option Agreement, will not release any information to the public regarding the transaction contemplated herein, and will not commence any public process for the approval of the location, design and construction of the new fire station, until the earlier of (a) Developer’s written notice, for which email shall suffice, to the City waiving such confidentiality requirement, or (b) March 10, 2022. In consideration of City’s incorporation of this paragraph into the Option Agreement, Developer has agreed to extend all previously-negotiated dates in this Option Agreement, resulting in the dates now reflected throughout the Agreement.

25. Extension of Confidentiality. Developer may, in its sole discretion, elect to extend the date until which the confidentiality requirement set forth in Section 24 of this Option Agreement is in effect to April 10, 2022. Written notice, for which email shall suffice, of such election to extend the confidentiality period shall be provided to the City on or before March 7, 2022; if such notice is not provided on or before March 7, 2022, the confidentiality period shall expire as provided in Section 24 of this Option Agreement. If Developer elects to extend the confidentiality period, the following dates shall be extended as follows:

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<th>Section</th>
<th>Date Description</th>
<th>Original Date</th>
<th>New Date</th>
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<tbody>
<tr>
<td>3</td>
<td>Option Expiration Date</td>
<td>September 15, 2022</td>
<td>October 15, 2022</td>
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<td>Extended Option Expiration Date</td>
<td>November 15, 2022</td>
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<td>First Additional Payment Date</td>
<td>October 15, 2022</td>
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<td>5(f)(ii)</td>
<td>Final Day to Release Title from Escrow</td>
<td>May 15, 2024</td>
<td>June 15, 2024</td>
</tr>
<tr>
<td>5(g)(i)</td>
<td>Final Day for $500,000 Final Payment</td>
<td>January 31, 2024</td>
<td>February 29, 2024</td>
</tr>
<tr>
<td>5(g)(ii)</td>
<td>First Day for $300,000 Final Payment</td>
<td>February 1, 2024</td>
<td>March 1, 2024</td>
</tr>
<tr>
<td>24(b)</td>
<td>Confidentiality Period Expiration Date</td>
<td>March 10, 2022</td>
<td>April 10, 2022</td>
</tr>
</tbody>
</table>

[SIGNATURE PAGE FOLLOWS]
STATE OF NEW YORK  
COUNTY OF TOMPKINS  

On the 18th day of February, in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared PHILIP PROUJANSKY, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

DEBRA J. BRYDEN  
Notary Public

CITY OF ITHACA

On the 22nd day of February, in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Lewis, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

VICTOR J. KESSLER  
Notary Public in the State of New York

Signed:
311 CA ASSOCIATES, LLC

By: Philip Proujansky
Title: Member

By: Debraj Bryden
Title: Acting Mayor

By: Laura Lewis
Title: Acting Mayor
Authorize/Decline Exercise of Option for Purchase and Sale of Property in Connection with Relocation of East Hill Fire Station - Action

WHEREAS, the City of Ithaca Common Council ("Common Council") desires to relocate the East Hill Fire Station, also known as Fire Station #2, currently located at 309 College Avenue, and

WHEREAS, the City entered into an option agreement with 311 CA Associates, LLC ("Developer") dated February 22, 2022 ("Option Agreement") that permits, but does not require, the City to sell 309 College Avenue to Developer in exchange for two parcels located at 403 Elmwood Avenue and 408 Dryden Road in addition to cash consideration of $5.1 million dollars to be paid to the City on the terms contained within the Option Agreement, and

WHEREAS, Common Council, by resolution dated __________, 2022, authorized the Ithaca Urban Renewal Agency ("IURA") to structure a proposed disposition agreement with Developer, and

WHEREAS, Common Council and IURA have engaged in a robust process to solicit public input regarding the relocation of the East Hill Fire Station and the purchase and sale of the property as provided by the Option Agreement, and

WHEREAS, IURA has structured a disposition agreement on terms satisfactory/not satisfactory to Common Council, and

WHEREAS, Common Council desires/declines to proceed with the purchase and sale of property on the terms contained within the Option Agreement and disposition agreement, now be it hereby

RESOLVED, that IURA and the Acting Mayor, subject to review by the City Attorney, are hereby authorized to exercise/decline the option for purchase and sale of the above-mentioned property on the terms contained within the Option Agreement and disposition agreement, and to negotiate and execute any such documents as may be necessary in connection therewith.
Planning & Economic Development Agenda Item  
Proposed Common Council Resolution – FOR DISCUSSION ONLY  
_________________, 2022

Authorize Transfer of Property and Assignment of Option to IURA for Relocation of East Hill Fire Station - Action

WHEREAS, the City of Ithaca Common Council (“Common Council”) desires to relocate the East Hill Fire Station, also known as Fire Station #2, currently located at 309 College Avenue, and

WHEREAS, in connection with the relocation and to raise funds for the construction of the new station, the City intends to sell the existing 309 College Avenue parcel, which will be decommissioned as a fire station following the relocation, and

WHEREAS, the City issued Requests For Expressions of Interest (“RFEI”) regarding the 309 College Avenue site on July 12, 2018 and February 5, 2021, and

WHEREAS, the City received and reviewed responses submitted to the RFEIs, and

WHEREAS, 311 CA Associates, LLC (“Developer”) expressed interest through the RFEI process in acquiring the existing 309 College Avenue site in exchange for cash consideration and an alternative site for the East Hill Fire Station, and

WHEREAS, the City entered into an option agreement with Developer dated February 22, 2022 (“Option Agreement”) that permits, but does not require, the City to sell 309 College Avenue to Developer in exchange for two parcels located at 403 Elmwood Avenue and 408 Dryden Road in addition to cash consideration of $5.1 million dollars to be paid to the City on the terms contained within the Option Agreement,

WHEREAS, the Common Council wishes to consummate any potential transaction through the Ithaca Urban Renewal Agency (“IURA”); now, therefore, be it

RESOLVED, that the Acting Mayor, subject to review by the City Attorney, is hereby authorized to (1) transfer the 309 College Avenue site to IURA via a City/IURA option agreement, (2) assign the Option Agreement to IURA, and (3) execute any other such documents as may be necessary to enable IURA to undertake an urban renewal procedure that authorizes a negotiated acquisition and sales agreement, and be it further

RESOLVED, that the option shall not be exercised by IURA on behalf of the City, nor shall IURA authorize the transfer of the 309 College Avenue parcel, without further approval of the Common Council, and be it further
RESOLVED, that IURA is authorized and requested to act on behalf of the City with respect to negotiating and structuring the acquisition and sale processes contemplated above, subject to final approval of the Common Council, and be it further

RESOLVED, that IURA shall be reimbursed for all reasonable costs incurred to structure the proposed acquisition and sale agreement.
Proposal for a New East Hill Fire Station
Ithaca Fire Station Number 2
4/14/22 Fiscal Analysis - Construct New East Hill Fire Station

Uses of Funds (projected 2023 cost)

<table>
<thead>
<tr>
<th>Use</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Acquisition</td>
<td>-</td>
</tr>
<tr>
<td>Construction Hard Costs (13,000 sf)</td>
<td>$7,353,000</td>
</tr>
<tr>
<td>Soft Costs</td>
<td>$1,057,000</td>
</tr>
<tr>
<td>Furnishings, Fixtures &amp; Equipment</td>
<td>$339,000</td>
</tr>
<tr>
<td>Electric Vehicle Support</td>
<td>$300,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$9,049,000</strong></td>
</tr>
</tbody>
</table>

Sources of Funds

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Empire State Devel. Grant</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Sale Proceeds - 309 College Ave*</td>
<td>$5,100,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,100,000</strong></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td><strong>Net Construction Cost</strong></td>
<td>$2,949,000</td>
</tr>
<tr>
<td><strong>Avoided Mechanical/Electrical Repairs to Existing Fire Station</strong></td>
<td>$(1,500,000)</td>
</tr>
<tr>
<td><strong>Net City Cost for New Fire Station</strong></td>
<td>$1,449,000</td>
</tr>
</tbody>
</table>

* Note - Sales proceeds decrease by $200,000 if fire station not conveyed by 2/29/24

Preliminary 2021 cost estimates are inflated by 6% to account for anticipated cost escalation
Property Tax Impact - Redevelopment of East Hill Fire Station

Annual -

- Est. Value Removed From Tax Rolls: $ (1,500,000)
- Est. Value Added to Tax Rolls: $ 8,800,000
- Net Change - Assessed Value: $ 7,300,000
- 2022 City tax rate/$1,000: $ 11.89
- Annual Net Tax Revenues Upon Project Completion: $ 87,000

Present Value of Increased City Property Taxes Over 20 years: $ 1,294,000

Comps for Assessed Value of Build-Out at 309 College Ave

<table>
<thead>
<tr>
<th>Assessment</th>
<th>sq. ft. of land</th>
<th>value/sf</th>
</tr>
</thead>
<tbody>
<tr>
<td>205 Dryden Rd (Kraftees)</td>
<td>$ 4,000,000</td>
<td>4,300</td>
</tr>
<tr>
<td>407 College Ave (Student Agencies)</td>
<td>$ 7,100,000</td>
<td>7,590</td>
</tr>
<tr>
<td>201 College Ave (Lux)</td>
<td>$ 9,300,000</td>
<td>7,540</td>
</tr>
</tbody>
</table>

Average: $ 1,033

309 College Ave | $ 8,800,000 | 8,520 | $ 1,033

4/4/2022
## East Hill Fire Station Project Schedule

<table>
<thead>
<tr>
<th>Task or Meeting</th>
<th>Notes</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Common Council</strong></td>
<td>Executive Session - Update</td>
<td>April 6, 2022</td>
</tr>
<tr>
<td>End of Confidentiality Period</td>
<td></td>
<td>April 10, 2022</td>
</tr>
<tr>
<td>PEDC Meeting</td>
<td>Presentation - Overview</td>
<td>April 20, 2022</td>
</tr>
<tr>
<td>Collegetown Neighborhood Council</td>
<td>Public Outreach - Tentative</td>
<td>April 26, 2022</td>
</tr>
<tr>
<td>PEDC Meeting</td>
<td>Public Hearing / Recommend to CC</td>
<td>May 18, 2022</td>
</tr>
<tr>
<td>Authorization from Mayor &amp; CA Chair</td>
<td>Sign Contracts for Design Work</td>
<td>May 20, 2022</td>
</tr>
<tr>
<td><strong>Common Council</strong></td>
<td>Vote to Transfer Property/Assign Option to IURA for Development Agreement (DA)</td>
<td>June 1, 2022</td>
</tr>
<tr>
<td>IURA EDC Meeting</td>
<td>Accept Transfer/Designate Qualified &amp; Eligible Sponsor (QES)/Recommend to IURA</td>
<td>May 10, 2022</td>
</tr>
<tr>
<td>IURA Meeting</td>
<td>Lead Agency Declaration for Segmented S/CEQR/ Public Hearing / Neg Dec/Adopt DA/Recommend to IURA</td>
<td>June 14, 2022</td>
</tr>
<tr>
<td>IURA Meeting</td>
<td>Lead Agency Declaration for Segmented S/CEQR/Segmented SEQR Neg Dec/Adopt DA</td>
<td>June 23, 2022</td>
</tr>
<tr>
<td>IURA Staff</td>
<td>Publication of notice of PEDC PH (10 days prior)</td>
<td>July 9, 2022</td>
</tr>
<tr>
<td>PEDC Meeting</td>
<td>PH/Approve/deny/modify DA Recommend to CC</td>
<td>July 20, 2022</td>
</tr>
<tr>
<td>Submit Site Plan Review Application</td>
<td></td>
<td>Mid July</td>
</tr>
<tr>
<td><strong>Common Council Meeting</strong></td>
<td>Approve/deny/modify DA</td>
<td>August 1, 2022</td>
</tr>
<tr>
<td>IURA/Qualified &amp; Eligible Sponsor (QES)</td>
<td>Execute DA</td>
<td>August 8, 2022</td>
</tr>
<tr>
<td><strong>Planning Board Meeting</strong></td>
<td>Declaration of Lead Agency &amp; Public Hearing</td>
<td>August 23, 2022</td>
</tr>
<tr>
<td>IURA</td>
<td>Execute Option Agreement</td>
<td>September 8, 2022</td>
</tr>
<tr>
<td><strong>Planning Board Meeting</strong></td>
<td>Review FEAF Parts 2 &amp; Draft 3</td>
<td>September 27, 2022</td>
</tr>
<tr>
<td><strong>Deadline to Exercise Option Agreement</strong></td>
<td>Design Review, S/CEQR Determination</td>
<td>October 25, 2022</td>
</tr>
<tr>
<td><strong>Planning Board Meeting</strong></td>
<td>Potential Site Plan Approval</td>
<td>November 22, 2022</td>
</tr>
</tbody>
</table>

### Design & Bidding
- Finalize Bid Documents | Nov/Dec 2022
- Advertise Bid | December 2022
- Bid Award | February 2023

### Construction Sequence
- Issuance of site work permit- If needed | After CEQR or DA Execution
- City Permits - Street/ Tree/ Etc. | February 2023
- Full Building Permit | February 2023
- Construction Start | March 2023
- Last Date to get 200K incentive payment / Tender College Ave Site | February 29, 2024
- Turn over property | May 15 2024
City of Ithaca
Ithaca Fire Department

FIRE STATION NO. 9
Existing Building Condition Survey
and New Building Concept Study

September 25, 2015
PART 1

EXECUTIVE SUMMARY
1 EXECUTIVE SUMMARY

1.1 Introduction

In July 2015, the City of Ithaca commissioned a study of its Ithaca Fire Department Fire Station No. 9. The study would involve a condition assessment of the building and possible costs to remediate found conditions, and for comparative planning purposes, a study of a proposed new building on Cornell property at 120 Maple Avenue. The team of Kingsbury Architecture, Charles R. Wilson Engineering, and Griffiths Engineering (hereinafter, the Consultant) was retained to deliver the study.

The building is now about a half century old and its building fabric and infrastructure are in need of updating, likely at considerable cost. Accordingly, the City and Fire Department would like to compare the costs of a building upgrade with that of constructing a new building on a new site.

The City has been working with Cornell University to consider the pros and cons of various possible sites for the new building. The Maple Avenue site was selected as the best option. The East Hill Fire Station not only provides first unit response to East Hill, but it is the second closest Engine to the downtown business district. Travel distance and time are critical factors; the site is closest to the areas served with the highest number of incidents. A table of responses times determined for the studied optional site locations, and an incident map, are included in Appendix A.

The Maple Avenue site would involve not only site development for the fire station, but demolition of four existing "shops" buildings and their replacement elsewhere, and replacement of Cornell parking displaced by the new building.

The goals of the study are:

- Assess the building and systems of the existing fire station to identify any deficiencies. Determine repairs and necessary alterations to address those deficiencies, in order to continue use of the building in its existing configuration for the next twenty years. Determine the costs associated with the proposed repairs and upgrades.
- Program a new fire station, fashioned after the West Hill and South Hill stations, to determine the overall size, space and site requirements. Create a preliminary concept plan. Develop a preliminary estimate of costs for the new facility. The cost estimate should include site development at the Maple Avenue property, removal and reconstruction of four Cornell shops and storage buildings, and construction of new parking areas.

This resultant Study Report documents the Consultant’s findings.
1.2 Scope of Study and Methodology

1.2.1 Existing Building Conditions Survey and Remediation Recommendations

The Consultant was charged with assessing the existing building structures and systems conditions, particularly systems or building components which show indications of failure or substandard performance during the next twenty years. The Consultant visited the building to visually collect information about existing building uses and conditions. The Ithaca Fire Department supported the field investigation work by providing general access to the building and assistance with reaching less accessible areas. See Section 3 Building Conditions Findings of this report for a detailed evaluation of the existing building.

1.2.2 New Site and Building Program

The Consultant was asked to model the new building after the West Hill and South Hill stations, with some reduction in the number of staff bunk rooms. A preliminary outline of spaces and sizes for the new building was generated using the existing building plans. The program was then refined at a meeting held with the Fire Chief. The final space program is included in the minutes for the meeting, which are included in Appendix C.

The Consultant then prepared two building concept plans for use in developing site plan layouts.

Site program information was collected through review of existing site documentations, on-site visual review of existing conditions, and communications with the City’s new facility partnering stakeholder, Cornell University.

Two conceptual site plans were developed and one scheme was used to prepare the opinions of probable construction costs.

1.2.3 Cornell University Input

Cornell University provided the consultants with access to the site and archive documentation for the development of the new building concept. Cornell also provided a preliminary conceptual site plan layout showing the removal of the shop buildings, a possible location of the new fire station, and an arrangement of drives and parking areas.

Meeting minutes attended by all stakeholders at the proposed site are included in Appendix C.

1.2.4 Limitations and Strategies

The physical review of the existing building was limited to review of spaces, materials, and systems that were readily accessible and visible. No destructive explorative methods were used. At the time of the site visits, full access around the building was limited by a construction project immediately to the south, and by overgrown greenery at the back of the building.
For both the existing building assessment and the new building concept, the identification of existing hazardous materials in existing buildings or soils and costs associated with remediation of such materials is beyond the scope of this study. Replacement of Cornell owned buildings which are used for storage of hazardous materials require special design considerations which are also beyond the scope of this study.

Building and site concepts studies for the proposed new facility were generated to a conceptual design level which would help define project scope and budget costing implications. The development of various concepts to determine a best solution for building and site layout was not undertaken.

1.3 General Description of Existing Building

Fire Station No. 9, located at 309 College Avenue, is an architecturally attractive, modern style masonry and reinforced concrete structure with interesting and thoughtful design elements such as curved walls, lots of skylights, and creative interior detailing that would be particularly costly to duplicate today.

1.4 Conceptual New Building and Site

Constructing a new fire station on Cornell’s proposed Maple Avenue property is achievable but may present a number of challenges. Previous railroad activities and building uses indicate soils should be investigated for contamination. One of four shop buildings is now used for storage of radioactive waste, and preliminary program data suggest its replacement elsewhere will require special design requirements. The removal of this building’s contents, as well as other hazardous materials that may exist in the other shop buildings, would need to be managed by Cornell before any site work and building demolition work could begin. Hazardous materials remediation, design and construction of replacement shop buildings elsewhere, and existing site evaluations would need to be completed in initial project phases that would likely take considerable time to complete.

Geotechnical evaluation reports for the property immediately to the north recommended special foundation design for the heating plant addition; similar soils conditions at the new building location could be found and would likely impact foundation design and costs.

A final site plan design effort should explore opportunities to enhance the flow of public pedestrian, Cornell pedestrian and vehicle traffic, and emergency vehicle traffic throughout the site while minimizing potential conflicts.
1.5 Opinions of Probable Cost

The opinions listed below should be considered magnitudes of cost only, to be refined during project development. Costs are total project budgets which include construction, design and administrative costs, and contingencies. Further breakdowns of costs are presented in Part 5, and in Appendix B.

Cost magnitudes listed below include the new building on the Cornell site, a “what if” budget which assumes a clear site with perfect soils conditions and available utilities, and two existing building renovation numbers; one renovation budget assumes a number of projects will be implemented individually, while the other number assumes all work will be done by a single prime contractor in a single project. The numbers are rounded to the next highest thousand.

- Renovation, separate projects: $1,412,000
- Renovation, single project: $1,545,000
- New building, Cornell site: $7,464,000
- New building, “perfect” site: $4,236,000

1.6 Existing Building Summary of Findings and Recommendations

The building is generally sound in its overall condition but the envelope needs attention, and a number of corrective renovations and improvements to mechanical and electrical systems are recommended.

Architecturally, the condition of greatest concern is the moisture that has been entering the exterior walls at joints between the concrete bands and single wythe masonry walls, resulting in staining and efflorescence on interior surfaces. Mortar loss caused by moisture freezing within the walls has occurred in the masonry joints below the concrete bands, and in a few locations, concrete is spalling due to moisture infiltration, also.

Because signs of moisture infiltration are present throughout the building, even at the interior side of upper wall locations in the apparatus room wing, the Consultant cautions further exploration of causes may be warranted, and that consideration should be given to exploratory testing of wall insulation and finishes applied to interior wall surfaces in the upper floors. Original building drawings show wall insulation in the single wythe masonry wall cavities. If this was done, the impact of moisture on the wall system as a whole is not known at this time.

The building appears to have some fundamental MEP issues in need of correction (Refer to Part 3). Recommended corrections appear to be readily constructible.

The Consultant recommends HVAC system improvements be implemented as soon as practical; equipment is obsolete and their inadequate control is contrary to the present use of the building.
Electrical, lighting, and plumbing improvements are also recommended.

Built prior to the 1970’s when energy awareness and conservation became priorities in building construction and renovation programs, the building is notably inefficient in its energy use. Implementing recommended MEP systems and replacing skylights help will to alleviate this inadequacy.

1.6.1 Site Recommendations

Other than needed weed and plantings control maintenance at the back of the property, and the condition of pavers at the street, the site is generally in good condition. There are a few minor condition issues with concrete paving and curbs.

1.6.2 Architectural Recommendations

The building is in good condition overall except for the effects of past and present moisture infiltration through the building envelope. With minimal insulation and large areas of single glazed skylights and windows, the building has very poor energy performance.

1.6.2.1 Masonry

Masonry mortar joints have been affected by the infiltration of moisture into exterior walls. Repointing, along with replacement of exterior sealants is recommended.

1.6.2.2 Caulking

If no other work is done, raking out and resealing exterior sealants is critically important to alleviate moisture penetration into exterior walls and resulting damage to the mortar. All sealants should be checked for hazardous materials prior to implementing work.

1.6.2.3 Roofing

Since replacement of the east roof in 2013, there appears to have been no other roof leaks. The remainder of the roof is EPDM and its replacement should be considered for the not-to-distant future.

1.6.2.4 Skylights

Skylights are of original construction vintage and could be retained and refurbished, or replaced in their entirety for building energy improvement purposes. In light of replacement versus refurbishment costs, replacement is recommended.

1.6.2.5 Windows

Replacement of existing single glazed, steel sash windows would help with the building’s energy performance. At minimum, they should be refinished and resealed.
1.6.2.6 Interior finishes and Systems

Several recommended items of interior improvement work include:

- Replacement of resilient tile flooring on the second floor level, damaged as a result of roof leaks.
- Replacement of kitchen casework.
- Miscellaneous patching and repair, and painting of previously painted surfaces.

1.6.2.7 Miscellaneous

Several miscellaneous recommended work items include:

- Complete window installation at control room.
- Rework roof flashing at skylights.

1.6.3 HVAC System Recommendations

1.6.3.1 Zoned Variable Volume Air Conditioning and Ventilation System

- New variable volume air handler in penthouse.
- Existing ductwork will be reconnected to the new air handler.
- Separate control for each floor.

1.6.3.2 Energy Recovery Air Handler

- A new air handler shall be equipped with an energy recovery wheel.

1.6.3.3 Modulating Condensing Boilers

- Two new modulating condensing boilers.
- BACnet compliant controls.

1.6.3.4 Glycol Preheat For Air Handler

- New hot water to glycol plate type heat exchanger.
- Glycol preheat.
- The digital control system.

1.6.3.5 Exhaust Systems

- General exhaust.
- Commercial kitchen exhaust.
- Kitchen make-up air coordination.

1.6.3.6 Demand Based Ventilation Control (DVC)

- Make-up airflow ductwork will be configured.
- Airflow measurement.
- Control system.

1.6.3.7 Apparatus Room Make-up Air System

- Ventilated via two fabric ducts.
- Fully mixing make-up air.
- Heating will be via gas fired radiant heat.
1.6.3.8 Apparatus Room Dedicated Exhaust System and Summer Cooling

- Exhausted through a modified pane of the existing skylight openings.
- A new, dedicated variable speed exhaust fan mounted on the roof.

**Summer Cooling**

- Exhaust fan will operate at high speed.
- Make-up airflow will be via skylight mounted inlet damper.
- Apparatus Room air conditioning will not be provided.

1.6.3.9 Zoned Perimeter Heating System Coordinated With Air Conditioning Zones

- Existing perimeter fin-tube heating system will be modified.
- Each perimeter zone will coordinate with an air conditioning VAV box and its reheat coil.
- Perimeter and reheat will operate in sequence.
- Zone heating and cooling will be sequenced.
- Zone temperature shall be managed to reduce energy use.

1.6.3.10 Direct Digital Temperature Control System

- The existing pneumatic temperature control system will be replaced.
- BACnet compliant direct digital control system.

1.6.3.11 Existing Neilson Truck Engine Exhaust System

- The existing Neilson truck exhaust system shall remain.

### 1.6.4 Electrical System Recommendations

1.6.4.1 Power Distribution

- The existing legacy main distribution panel, main circuit breaker, and branch breakers will be replaced.
- Most branch circuits will remain.

1.6.4.2 Apparatus Room Lighting and Control

   **Fluorescent Lighting System**

   - The existing fluorescent lighting system shall remain.

   **Night Lighting System**

   - New LED fixtures shall replace the existing HID system.

1.6.4.3 Public Space Lighting and Control

- Replace lighting systems in public spaces.
- New lighting will be LED based fixtures with dimmable drivers.

1.6.4.4 Second and Third Level Lighting and Control

- Lighting improvements for levels 2 and 3 are not recommended due to infrequent usage.
1.6.4.5 120 Volt Convenience Receptacles
   • New receptacles and appliance circuits are not recommended.

1.6.4.6 Emergency Generator to remain
   • The existing generator, and transfer switch are not recommended for replacement or upgrade.

1.6.4.7 Uninterruptable Power Systems
   • New UPS systems are not recommended unless a specific need is identified.

1.6.5 Network/Telephone Infrastructure Recommendations

1.6.5.1 New IT Room
   • The existing IT network/telephone structure will be relocated.
   • Ethernet and telephone station wiring from the head end to each station outlet will be replaced.

1.6.5.2 IT and Communication Room Location
   • A new IT room can be organized in existing space below the South stair.
   • Lockable to improve security when the room is not supervised.
   • Separately accessible for service vendors.
   • Emergency power for IT room and single station light duty UPS.

1.6.6 Plumbing Recommendations

1.6.6.1 Fixture Replacement
   • Provide new plumbing fixtures on existing roughing.

1.6.6.2 Domestic Backflow Prevention
   • A reduced pressure zone backflow preventer shall be installed in the meter room on the domestic cold water service entrance.

1.6.6.3 Fire Prevention Service Backflow Prevention
   • The existing double check valve backflow preventer shall be retained.

1.6.6.4 Domestic Hot Water Recirculation Piping
   • Replace existing cast brass fittings on recirculation piping from basement to penthouse.
   • Provide calibrated flow balance valve to control recirculation velocity.

1.6.7 Fire Protection System Recommendations

1.6.7.1 Relocate Sprinkler Piping Around Skylight at Penthouse Mechanical Room
   • Relocate existing sprinkler branch piping to coordinate with work of other trades.
1.6.7.2 Flushing Valves and Flushing Connections

- Provide flushing access valves and flushing connections at end branch lines of existing system.

1.6.7.3 Wet pipe Corrosion Control.

- Provide nitrogen injection and oxygen venting corrosion control system.
- Provide oxygen monitoring system to verify that oxygen concentrations in system water are appropriate for corrosion control.
MEMORANDUM

From: Rebecca Evans
To: Planning & Economic Development Committee
Date: April 14, 2022
Subject: Resolution to Accept a Revised Definition of “Climate Justice Communities” (CJC)

At the March PEDC meeting, the Committee voted to accept a definition of Climate Justice Communities in the City. After that meeting, the Office of Sustainability had a chance to better familiarize themselves with New York State’s “Disadvantaged Community” (DAC) criteria that was released two days prior. On reflection of this new information, we have elected to alter the City’s criteria to 1) reflect the State’s criteria by eliminating redundancies in the City’s criteria, 2) increase the number of required criteria provided by the City should an individual not meet the criteria outlined by the State, and 3) allow households and communities to reach either the State DAC threshold or the City’s criteria. Enclosed is a revised resolution for the Committee’s consideration.

On March 9, 2022, New York State released draft criteria for defining DAC. The State considers two distinct categories for criteria: “Environmental Burdens & Climate Change Risk” and “Population Characteristic & Health Vulnerabilities”, the latter of which has the highest implications for the City. Percentile ranks in these categories are then combined to produce a score relative to 1) the rest of the state and 2) the census tracts’ respective region. In the updated proposed resolution, it is our intention to supplement the State’s population characteristic to include economic burdens not currently captured by state metrics. Under the proposed CJC definition resolution, we account for the history of gentrification in the City of Ithaca by considering dispersed populations in addition to traditional neighborhoods, as well as including additional criteria. Qualifying New York State DAC criteria, the previous memo, and the revised resolution can be found attached to this memo.

Rebecca Evans will be present at the April 20th meeting of the Planning and Economic Development Committee to provide any additional context that may be needed and to answer any questions. In the meantime, please do not hesitate to reach out via email at revans@cityofithaca.org.
PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE:
Acceptance of the Definition of “Climate Justice Community” - Resolution

Whereas, the City of Ithaca has demonstrated its desire and commitment to be a leader in sustainability and social equity, as exemplified by the adoption of the Ithaca Green New Deal; and

Whereas, the City of Ithaca has further demonstrated its commitment to social and racial equity and sustainability, as exemplified in the City of Ithaca Comprehensive Plan, Plan Ithaca and the City's 2017 Assessment of Fair Housing; and

Whereas, to fulfill the social equity ambitions of the IGND, a transformative effort must be made to prioritize populations that are and have been historically marginalized; and

Whereas, current and historic marginalization can manifest in ways that are not well-represented solely by income; and

Whereas, establishing an explicit definition for Climate Justice Community will shape future IGND programming in a way that ensures benefits of the IGND are distributed in ways that reduce historic inequities; and

Whereas, the effects of climate change may combine with other stressors such as marginalization, inequality and social injustice, becoming a threat multiplier and disproportionately affecting vulnerable population groups; and

Whereas, as a result of the pandemic and the economic downturn some vulnerable populations may be more likely to be affected by the consequences of climate change; and

Whereas, prioritizing vulnerable populations and designating them “Climate Justice Communities” in program planning will result in a more just and resilient Ithaca for all residents; and

Whereas, prioritizing vulnerable populations and designating them as “Climate Justice Communities” may result in a more equitable distribution of the economic, social and environmental benefits of the IGND among all residents; and

Whereas, the U.S. EPA defines Environmental Justice as, “The fair treatment and meaningful involvement of all people regardless of race, color, culture, national origin, income and educational levels with respect to the development, implementation, and enforcement of protective environmental laws, regulations, and policies.”; and

Whereas, the Center for American Progress has provided guidance on implementing the federal Justice40 program under President Joe Biden, which seeks to advance environmental justice and economic opportunity across the United States; and

Whereas, in 2019 the State of New York signed the Climate Leadership and Community Protection Act (Climate Act), which committed New York State to reduce greenhouse gas emissions by 40% by 2030 and at least 85% by 2050; and

Whereas, the Climate Act created the New York State Climate Action Council to prepare a Scoping Plan to achieve the State’s bold clean energy and climate agenda; and
Whereas, the Climate Action Council appointed a Just Transition Working Group to make recommendations to ensure benefits of the State climate agenda are shared equally among all New Yorkers; and

Whereas, the Just Transition Working Group defines Disadvantaged Communities as, "communities that bear burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households"; and

Whereas, in 2021, the state of Massachusetts set a precedent of law codification by adopting an extended and more appropriate definition of Environmental Justice Communities that more accurately represents the vulnerable populations in the state of Massachusetts; therefore be it

RESOLVED, that the City of Ithaca officially accepts the following definition of a Climate Justice Community:

**Climate Justice Communities** are communities, including but not limited to individual households, that bear unfair and disproportionate burden of the negative impacts of climate change; are least able to prepare, withstand and recover from the effects of climate change; possess certain health, environmental and socioeconomic attributes; include disproportionate concentrations of low- and moderate-income households; or are associated with other present or historical social factors that act as threat multipliers on a warming planet with limited resources.

The establishment of Climate Justice Community criteria is critical to ensure that “the benefits of the Ithaca Green New Deal are shared among all of our local communities to reduce historical social and economic inequities”, as described in the Ithaca Green New Deal Resolution adopted in 2019.

For a household to be considered a Climate Justice Community in the City of Ithaca, it needs to meet either the state documented criteria or at least three of the following criteria:

- Residents are experiencing homelessness
- Residents and/or their children are eligible for needs-based local, state, or federal financial assistance
- Residents 25 years of age or older do not possess a high school diploma or GED
- Residents experience food insecurity or low child nutrition levels
- Residents make less than 65% of the County’s median annual income
- **Residents spend more than 15% of their total income on household energy costs**
- Residents are undocumented immigrants currently working in Tompkins County

For a neighborhood to be considered a Climate Justice Community in the City of Ithaca, it needs to include at least 51% of households classified as Climate Justice Community.

RESOLVED, that the city will continue to support the development and implementation of strategies to accelerate the development of programs to meet the goals established by the Ithaca Green New Deal.
MEMORANDUM

From: Rebecca Evans
To: Planning & Economic Development Committee
Date: March 11, 2022
Subject: Resolution to Accept a Definition of “Climate Justice Communities”

The purpose of this memo is to provide information on the proposal to accept a definition of ‘Climate Justice Communities’. Acceptance of the definition will support the goal that all benefits of the City’s Green New Deal are shared among all community members to reduce historic social and economic inequities, as described in the Green New Deal resolution adopted by Council in June 2019. Staff is providing this information as well as a resolution for consideration at the March 16, 2022 Planning and Economic Development Committee Meeting.

To design and execute effective GND programming, it is necessary to move beyond the sole metric of ‘household income’ to identify populations in need of additional resources and support. Staff recommends that accepting the proposed definition of Climate Justice Communities is the first step in this work. The definition will be used to guide a soon-to-be-proposed City program, Justice50, which aligns with the federal Justice40 program (see background information below). Once a definition of “Climate Justice Community” has been established, the Office of Sustainability will work with local partners to conduct a city-wide census survey using the proposed definition criteria as a rubric to effectively produce a map of residents in the city and track progress toward future Justice50 goals. This census map will inform the electrification and green jobs programs by guiding outreach and engagement efforts to target specific messaging and opportunities to populations who could most benefit.

Local Context
The City’s Green New Deal (GND) sets bold goals for improving social equity and reducing greenhouse gas (GHG) emissions on a short time frame. Accomplishing these goals requires a critical social justice lens to ensure that the social, environmental, and economic benefits are shared among community members in ways that reduce historic inequities. To design and execute programming effectively, we must first identify priority neighborhoods and populations in need of additional resources and infrastructure. In the past, municipalities have relied on household income data to identify priority communities. Though income is an important factor, history of marginalization does not always manifest as income inequality. Expanding the criteria to include "priority", "vulnerable", or "at-risk" communities allows other social and economic factors to be considered. By doing this we can begin to reach populations that have been
historically under-served with resources and infrastructure related to energy, transportation, employment, and community engagement. In the interest of applying this social justice lens to work related to the Ithaca Green New Deal, we suggest creating a comprehensive definition of "Climate Justice Communities" to represent the populations,

The Office of Sustainability has intentionally chosen to use the language “Climate Justice Community” in lieu of “disadvantage community” to underscore the need and commitment to justice and the historic systematic underserving of these populations. It also serves to underscore the role climate change plays as a threat multiplier to other socioeconomic struggles. The criteria recommended in the attached resolution have been curated to represent populations we believe are most affected in the City of Ithaca and were produced in collaboration with numerous community partners.

Federal & State Context
Justice40 is an initiative introduce by President Joe Biden via Executive Order 14008 (Sec. 223) in early 2021. The initiative is a whole-of-government effort to ensure the federal government works with state and local agencies to deliver at least 40% of the overall benefits from federal climate and clean energy investments to “disadvantaged communities”. The Biden administration released interim guidance in late 2021 regarding the definition of “disadvantaged communities”, which can be found here. It is important to note that this guidance is very similar to that which was released by New York State and includes “geographically dispersed sets of individuals” that may not live in close geographic proximity to one another (e.g. Indigenous populations, migrant immigrants, etc.).

New York State’s adoption of the Climate Leadership and Community Protection Act (CLCPA) in 2019 and the federal government’s announcement of the Justice40 initiative cemented the notion that social and economic justice and mitigation of greenhouse gas emissions are explicitly intertwined. Both must be addressed concurrently: refraining from robust action on either inhibits progress on the other. Beyond the two crises being deeply intertwined, certain social and economic factors act as “threat multipliers”. For example, people experiencing homelessness are exponentially more susceptible to rapidly and dramatically changing weather patterns compared to those able to secure climate-conditioned housing. Following is a brief explanation of the Justice40 initiative and the CLCPA that attempts to tackle both issues simultaneously; these two initiatives, in addition to precedence set by the State of Massachusetts and long-standing definitions provided by the U.S. EPA, have helped to guide and shape the local definition of Climate Justice Communities we are presenting.

At the end of 2021, the Climate Action Council (CAC), appointed with the adoption of the CLCPA in New York State, released a Draft Scoping Plan that indicates state “Disadvantaged Communities” (comparable to “Climate Justice Communities”), would be defined as,

“communities that bear burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households”.

Through implementation of the CLCPA, these communities are then prioritized for greenhouse gas emissions reductions and reductions in co-pollutants to ensure there is no disproportionate burden in the transition from a fossil fuel-based economy. The Office of Sustainability seeks to emulate this initiative with our locally adjusted definition of “Climate Justice Communities” and the Justice50 program.

Through the acceptance of the Climate Justice Community definition and subsequent Justice50 initiative(s), the City of Ithaca positions itself as a world-leader in social, economic, and climate justice, as described in the Ithaca Green New Deal resolution.
Rebecca Evans will be present at the March 16th meeting of the Planning and Economic Development Committee to provide any additional context that may be needed and to answer any questions. In the meantime, please do not hesitate to reach out via email at revans@cityofithaca.org
### Table 2. Environmental Burdens and Climate Change Risks: Draft Indicators

<table>
<thead>
<tr>
<th>Potential Pollutant Exposures</th>
<th>Land use and facilities associated with historical discrimination or disinvestment</th>
<th>Potential Climate Change Risks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle traffic density diesel truck and bus traffic</td>
<td>Proximity to remediation sites</td>
<td>Extreme heat projections</td>
</tr>
<tr>
<td>Particulate matter (PM$_{2.5}$)</td>
<td>Proximity to regulated management plan sites</td>
<td>Flooding in coastal and tidally influenced areas (projected)</td>
</tr>
<tr>
<td>Benzene concentration</td>
<td>Proximity to major oil storage facilities</td>
<td>Flooding in inland areas (projected)</td>
</tr>
<tr>
<td>Wastewater discharge</td>
<td>Proximity to power generation facilities</td>
<td>Low vegetation cover</td>
</tr>
<tr>
<td>-</td>
<td>Proximity to active landfills</td>
<td>Agricultural land</td>
</tr>
<tr>
<td>-</td>
<td>Proximity to municipal waste combustors</td>
<td>Driving time to hospitals or urgent/critical care</td>
</tr>
<tr>
<td>-</td>
<td>Proximity to scrap metal processors</td>
<td>-</td>
</tr>
<tr>
<td>-</td>
<td>Industrial/manufacturing/mining land use</td>
<td>-</td>
</tr>
<tr>
<td>-</td>
<td>Housing vacancy rate</td>
<td>-</td>
</tr>
</tbody>
</table>

### Table 3. Population Characteristics and Health Vulnerabilities: Draft Indicators

<table>
<thead>
<tr>
<th>Income</th>
<th>Race and Ethnicity</th>
<th>Health Outcomes &amp; Sensitivities</th>
<th>Housing Mobility &amp; Communications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent &lt;80% Area Median Income</td>
<td>Percent Latino/a or Hispanic</td>
<td>Asthma emergency department visits</td>
<td>Percent renter-occupied homes</td>
</tr>
<tr>
<td>Percent &lt;100% of Federal Poverty Line</td>
<td>Percent Black or African American</td>
<td>COPD emergency department visits</td>
<td>Housing cost burden (rental costs)</td>
</tr>
<tr>
<td>Percent without bachelor’s degree</td>
<td>Percent Asian</td>
<td>Heart attack (MI) hospitalization</td>
<td>Energy poverty / cost Burden</td>
</tr>
<tr>
<td>Unemployment rate</td>
<td>Percent Native American or Indigenous</td>
<td>Premature deaths</td>
<td>Manufactured homes</td>
</tr>
<tr>
<td>Percent single-parent households</td>
<td>Limited English proficiency</td>
<td>Low birthweight</td>
<td>Homes built before 1960</td>
</tr>
<tr>
<td>-</td>
<td>Historical redlining score</td>
<td>Percent without health insurance</td>
<td>Percent without internet</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>Percent with disabilities</td>
<td>-</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>Percent adults age 65+</td>
<td>-</td>
</tr>
</tbody>
</table>
To: Planning and economic Development Committee

From: Lisa Nicholas, Acting Director of Planning & Development

Date: April 14, 2022

Re: Short Rentals - Current Regulations

This is the statement that the Megan Wilson, Zoning Administrator, developed for the Building Division when members of the public inquire about short-term rentals:

The City’s Zoning Ordinance currently does not make a distinction between short-term and long-term rentals, and short-term rentals of an entire dwelling unit (not individual rooms) are currently permitted in zoning districts where residential uses are allowed. All short-term rentals must maintain a current Certificate of Compliance, meet the occupancy limits of the zone in which they are located, and remit all required occupancy taxes.

Please note that the City is considering different policies related to short-term rentals, and we anticipate that the current regulations will change within the next 6 months-1 year. We expect additional requirements for short-term rentals at that time, and it is possible that short-term rentals will not be a permitted use in some or all zoning districts.
TO: Tom Knipe, Deputy Director for Economic Development
FROM: Nick Helmholdt, Principal Planner / Tourism Program Director
CC: Brett Bossard, Strategic Tourism Planning Board (STPB)
DATE: March 31, 2022
RE: Short Term Rentals in the City of Ithaca

A short term rental (STR) is a residential unit used for transitory lodging for periods of 30 days or less. A STR can be a part of a home shared with the permanent occupant or, more commonly, an entire dwelling unit. Several popular websites, such as Airbnb.com and VRBO, list STRs and allow guests to reserve rooms.

Tompkins County has been collecting and analyzing data on short term rentals (STRs) over the past year. This document is intended to provide clarification about the status and distribution of STRs within the City of Ithaca.

In May 2021, following a competitive request for proposals for monitoring and analysis of STRs, Tompkins County entered into an agreement with LTAS Technologies. LTAS Technologies’ data platform is called Harmari. Harmari uses software to scan STR listing websites daily for properties in the county. Analysts employed by LTAS review the listings and match the records to other datasets to identify addresses of STRs. The software automatically updates a wide array of data about each STR listing. All information from Harmari in this report is current as of March 1, 2022. Data from Harmari are classified using the following definitions:

- **Active listing** – Harmari shows a listing is active if it appears at least 70% of the time.
- **Intermittent listing** – Harmari shows a listing is intermittent if it appears between 30% and 70% of the time.
- **Inactive listing** – Harmari shows a listing is inactive if it appears less than 30% of the time.
- **Unique** – Harmari analysts can classify listings as duplicates. Any data represented as “unique” has had all duplicate listings removed.
- **Residential listing** – Harmari gathers a specific “property type” for each listing. Property types that clearly are residential include apartment, condominium, house, townhouse, and others. Residential listings include single family and multifamily dwelling units.
- **Non-residential listing** – Harmari gathers a specific “property type” for each listing. Property types that clearly are non-residential include bed and breakfast, inn, motel, hotel, and other lodgings.
- **Entire unit** – Harmari gathers a specific “room type” for each listing. Room types that are clearly entire housing units include entire apartment, entire condominium, entire house, and entire townhouse.
- **Not entire unit** – Harmari gathers a specific “room type” for each listing. Room types that are clearly not entire housing units include shared room and private room.
The data provided by Harmari needs to be filtered in a variety of ways to clarify the number of STRs operating in the City of Ithaca. Of the total 655 STR listings identified by Harmari, 576, or 88%, are unique (see definition above).

Not all unique listings are active. Subtracting the inactive and intermittent listings leaves 387 listings that are active and unique. Not all these listings are residential. There are 323 active, unique, and residential STR listings in the City of Ithaca. Finally, not all active, unique, and residential STRs represent entire housing units. In the City of Ithaca, 256 short term rental listings are active, unique, residential, and entire housing units.

CONTACT

Nick Helmholdt, Principal Planner / Tourism Program Director, 607-274-5560, nhelmholdt@tompkins-co.org

ATTACHMENTS

- Map: City of Ithaca Election Districts
- Map: City of Ithaca – Short Term Rentals, Unique Listings
- Map: City of Ithaca – Short Term Rentals, Active and Unique Listings
- Map: City of Ithaca – Short Term Rentals, Active, Unique and Residential Listings
- Map: City of Ithaca – Short Term Rentals, Active, Unique and Residential Listings for an Entire Unit
- Map: City of Ithaca – Short Term Rentals, Active, Unique and Residential Listings Not for an Entire Unit
City of Ithaca
Election Districts

Sources: Tompkins County Open Data Portal; Open Street Map
City of Ithaca - Short Term Rentals
Unique Listings

Sources: Harmari LTAS Technologies, March 1, 2022; Tompkins County Open Data Portal; Open Street Map
City of Ithaca - Short Term Rentals
Active and Unique Listings

Legend
Active and Unique Listings
- 0 - 24
- 24 - 31
- 31 - 56

Election Districts

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<thead>
<tr>
<th>District Name</th>
<th>STR Listings</th>
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<tr>
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<td>37</td>
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<td>14</td>
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<tr>
<td>5-3</td>
<td>12</td>
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</table>

387 Active and Unique Listings

Sources: Harmari LTAS Technologies, March 1, 2022; Tompkins County Open Data Portal; Open Street Map
City of Ithaca - Short Term Rentals
Active, Unique and Residential Listings

Legend

<table>
<thead>
<tr>
<th>District Name</th>
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<tr>
<td>1-1</td>
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Sources: Harmari LTAS Technologies, March 1, 2022; Tompkins County Open Data Portal; Open Street Map
City of Ithaca - Short Term Rentals
Active, Unique and Residential Listings for an Entire Unit

Sources: Harmari LTAS Technologies, March 1, 2022; Tompkins County Open Data Portal; Open Street Map
City of Ithaca - Short Term Rentals
Active, Unique and Residential Listings Not for an Entire Unit

Sources: Harmari LTAS Technologies, March 1, 2022; Tompkins County Open Data Portal; Open Street Map
Chair Laura Lewis called the meeting to order at 6:00 p.m.

1) Call to Order/Agenda Review

Chair Laura Lewis introduced the committee and then called the meeting to order at 6:00 p.m.

2) Public Comment

Chair Lewis reminded all that comments are limited to three (3) minutes.

Theresa Alt, 206 Eddy Street, stated she feels the City is taking a very long time on the Proposed Amendment to 258-10 of the City Code. The State is the only body who can process and pass such legislation.
Carolyn Headlam, 310 W. State Street, She started with the statement, “Ithaca is ten (10) square miles of reality.” The vast majority of your constituencies are renters. We need Good Cause. Good Cause is Good Sense. If Ithaca is going to be a progressive City, we need robust Good Cause spelled out in the September version.

Genevieve Rand, 138 East Spencer Street, She agreed with Headlam. Over 70 % of involuntary displacement are not given rights. Right-to-Renew states if you pay your rent and follow the lease, you cannot be evicted. There are so many other cities not as progressive as Ithaca have passed such legislation.

Committee Response:

Alderpson Brown wants to understand as a new Council member why the delay in approving this legislation. She has been in the situation of these tenants. Not wanting to ask their landlord for anything for fear of retaliation. We need to make this happen. We talk how progressive we are. Let’s do something.

Chair Lewis stated that this Committee has been working on this topic since August 2021. We have been awaiting response from the Attorney General.

City Attorney Ari Lavine stated that the Attorney General’s office was due to make a statement back in the Fall 2021. We have been waiting for this since December 2021 to no avail.

3) Special Order of Business

a) Presentation and Discuss

Three (3) guest speakers were asked to join this meeting to provide what they have been working on for this topic.

Michaela K. Rossettie Azemi, Esq., Cornell Law School, spoke first and informed the group as to what she is doing. She is the Director at Cornell Law School of Pro Bono Services and Externships. Part of her role includes supervising law student interns, externs, and managing the tenant’s legal hotline.

The legal hotline is a new, brief advice legal hotline for tenants in Ithaca. When she says new, she means it was created in June 2020 in response to the pandemic. The hotline really serves as a gap filler for tenants who do not qualify for legal assistance. The hotline has served over 500 local tenants in the last year and a half with brief legal advice on housing issues. The hotline also feeds into the tenant’s advocacy practicum which is now running for its fourth semester. It is anticipated to run for several years into the future and hopefully expand. The practicum accepts cases for negotiation, brief advice, as well as expanded and
full scope representation of tenants. They are working closely with Law New York to divide and conquer and try to use the minimal amount of resources that both must serve tenants locally.

They don't have enough funding or staff to support every tenant even though that would be the goal. She noted that about 30 of the callers in the hotline are or have historically been Cornell students so they know there's a large student population that's calling in with questions. Directing the hotline which connects to the practicum of the law school has been really illuminating for her especially regarding case trends and issues that tenants face.

The lifting of the moratorium there is a high uptick in intakes. She has long been an advocate for right to counsel for tenants pushing for this as a mechanism for justice and the fact that someone can be displaced from their home without access to any legal advice or consultation by a judge who may or may not even be an attorney is really staggering. In some of these cases the only attorney in the room in an eviction proceeding in our county may be representing a landlord. The data shows that tenants who have representation fair far better under literally every circumstance and those without access to legal advice and counsel are ten times more likely to be evicted. What she has come to learn through this work on the hotline is that many of the calls that we’re receiving are people seeking advice for issues related to displacement but yet they’re not people who have eviction papers.

Many of these tenants are facing what can be described as clear retaliation by landlords asking for legitimate repairs but may be couched in terms of a non-renewal. They have also seen cases where landlords utilize unfettered discretion to remove a tenant just by non-renewing where the underlying reason may be discriminatory. Personally, she really shifted her priority in advocacy to this good cause legislation because of the work that she sees through this hotline. In her role, she has been fortunate to be invited to this special convening at the White House a couple weeks ago and in this meeting, they heard from Attorney General Merrick Garland and the second gentleman Doug Imhoff as well as other top white house advisors. The constant theme of this meeting was that as licensed attorneys, we have a duty to work toward access to justice. Eviction defense is a top priority right now across the country. This really struck a chord with her personally and made her realize that she needs to be doing more to advocate for those in precarious, unstable housing situations and therefore she is grateful for the opportunity to talk to the group tonight.

Keith McCafferty, Law NY, stated LawNY is a non-for-profit organization which cannot provide their opinion or legal help. They are understaffed and is having difficulty hiring on staff to bring their office up to the complete staffing. He provided a very thorough explanation as to the process their office follows when it comes to tenant evictions, timelines that must be followed, etc.
Johanna Anderson and Melody Susco, INHS. Johanna stated INHS (Ithaca Neighborhood Housing Services) is a not-for-profit organization that was formed to combat housing instabilities in Ithaca. Tonight, will be focused on property management they maintain. Also joining her is Melody Susco, a staff member from INHS. Melody is Director of Property Management. Founded in 1976 by a group of Ithacans, INHS was made up of residents, local government, and local businesses. Those three voices came together and said there is a housing issue here in Ithaca. Something needs to be done about it. They created our not-for-profit organization to address the affordable housing needs within the City at that time.

At first it was just on the south side but then it quickly became city-wide, and over the years it has grown to operating in seven counties because there is such a need for these types of services to this day. The board is still made up of members that are representative of each of these voices.

Within the City of Ithaca, INHS operates 322 residential rental units scattered throughout the City. Currently are under construction at Founders Way with their largest rental unit to date. That is 71 units and for that particular development has over 20 different sources of funding that go into financing the construction of it as well as the permanent funding for that development. INHS develops their rental properties using multiple sources including the City of Ithaca and each of these require various compliance measures be followed to ensure affordability. In most cases, it is a 50-year affordability period. That means that the properties undergo multiple audits every year of both the tenant files as well as the physical sites both interior and exterior.

For someone to live in a unit, the applicants must submit documentation showing that they meet the income requirements for the unit. Then each year the resident continues to occupy the unit they are required to submit documentation showing they continue to meet the income eligibility for that unit. If the resident does not submit the documentation or exceeds the income limit, they are no longer allowed to live in the unit. Failure by the tenant to recertify their income is considered a lease violation. In the event of an eviction, INHS must demonstrate to the court as well as to the funders.

For example, New York State home and community renewal, it must be demonstrated that there was good cause to move forward with the legal proceedings. Examples of the good cause are violations of the lease, destruction of the property, interference with other tenants or creating a nuisance, using the property for an unlawful purpose, posing a health and safety issue for the property and other residents, and now that the eviction moratorium has been lifted, non-payment of rent. INHS staff really does everything that they can to avoid evictions, but in some cases, it is found that it is necessary.

Questions from Committee:
Alderperson Brock first thanked everyone for being here tonight and expressed how grateful she is for their advice and sharing their experiences. She further asked if she understood correctly that there are basically two types of evictions that are seen – a holdover and non-payment of rent. Is it safe to say that if somebody is violating the lease whether it's destruction of property, maybe they're harassing a neighbor, and/or creating an unsafe environment that those types of violations are not successful for a landlord to try to address those evictions? Have you had any success in evicting a tenant who has violated their lease and become such a concern to the complex that it was important to proceed with that eviction?

Anderson responded that the challenge sometimes is what we’re dealing with as a landlord is that it's not always just the one tenant that's causing an issue we must think about. All the neighbors in that building must be thought of. If for example you have somebody that is smoking inside of their apartment which is not allowed in any of our buildings, we can issue lease violations. That is not something that we can necessarily go to court for unless it's been repeatedly happening and so for all the other neighbors we get complaints about, this one unit’s smoke is emanating out of there. It is getting into the HVAC systems. It is getting into everybody else’s unit, and they feel like as a landlord we are not creating a safe healthy environment for all the people.

Chair Lewis asked if there were any other questions from anyone.

Alderperson DeFendini asked INHS how many evictions have been done by INHS.

Melody Susco responded that there have not been any.

Alderperson Brown asked whether Keith McCafferty could share the HSTPA document he spoke off. Alderperson Brock also stated that the hyperlinks provided in the agenda packet provides a lot of information.

b) Public Hearing – Proposed Amendment to 258-10 of the City Code (Rental Housing, Renewal of Rental Agreements; Notification to Tenants)

Alderperson Mehler moved to open the public hearing; seconded by Alderperson Brock. Carried Unanimously.

No one was present for the public hearing. Comments were sent in and asked they be read into the record. The first commenter is Karla Terry, Westshore Apartments; and three petitions were also read – one from students, one from property owners, and the other for Collegetown business owners. These are all attached to these minutes.
Alderperson Gearhart moved to close the hearing; seconded by Alderperson Brock. Carried unanimously.

c) Public Hearing

Alderperson Mehler moved to open; seconded by Alderperson Brock. Carried unanimously.

No one was present to speak.

Alderperson Mehler moved to close the public hearing; seconded by Alderperson Brock. Carried unanimously.

Response from Committee:

No response from the Committee.

4) Announcements, Updates, Reports

No announcements, updates, or reports were given.

5) Action Items (Voting to send onto Council

a) 2021 HUD Action Plan Amendment – Finger Lakes ReUse, Inc.

Amendment #2 to the 2021 HUD Action Plan – Finger Lakes ReUse, Inc. 
Moved by Alderperson Brock; seconded by Alderperson Gearhart. Passed unanimously.

Whereas, the City of Ithaca (City) contracts with the Ithaca Urban Renewal Agency (IURA) to administer, implement, and monitor the City HUD Entitlement Grant program in compliance with all applicable regulations, and

Whereas, the City adopted the IURA-recommended 2021 Action Plan which sets out the projects to be funded with HUD Entitlement funds, and

Whereas, on January 27, 2022, the IURA recommended a substantial amendment to the 2021 Action Plan to fund a $150,000 job retention loan to Finger Lakes ReUse, Inc. (FLRU) in response to COVID-19 pandemic related financial challenges, and

Whereas, the proposed loan to FLRU will retain five (5) jobs held by low- and moderate-income persons,
Whereas, FLRU submitted financial data to the IURA documenting that without IURA loan assistance FLRU staffing levels would be reduced by at least five positions, and

Whereas, FLRU commits at least $78,000 in matching funds toward payment of salaries and benefits for the five jobs to be retained, and

Whereas, FLRU agrees to relinquish over $98,000 in 2021 funds earmarked in the 2021 Action Plan to FLRU’s job readiness and job placement program to partially fund the loan, and

Whereas, remaining funding will derive from the 2021 Economic Development Loan Fund activity administered by the IURA, and

Whereas, the City’s HUD Entitlement Citizen Participation Plan requires a public hearing and Common Council approval of substantial amendments to an Action Plan, and

Whereas, a public hearing on the proposed amendment was held on February 16, 2022; now, therefore, be it

RESOLVED, that the City of Ithaca Common Council hereby approves amendment #2 to the 2021 HUD Entitlement Action Plan to reallocate $150,000 to Finger Lakes ReUse, Inc. (FLRU), to carry out a $218,332 CBDO community economic development project resulting in retention of five jobs held by low- and moderate-income persons as follows:

ADD
Amount: $150,000.00
Project: FLRU Job Retention, a special CBDO activity pursuant to 24 CFR 570.204
Use of Funds: Loan to FLRU for payroll expenses
Repayment Terms: Loan forgiven if five jobs are retained for six consecutive quarters, otherwise loan is due and payable at end of loan term.

SUBTRACT
Amount: $98,025.60
Project: ReUse Job Training for Career Pathways Sponsor: FLRU

SUBTRACT
Amount: $51,974.40
Project: Economic Development Loan Fund Sponsor: IURA

6) Discussion Items
a) Proposed Amendment to §258-10 of the City Code (Rental Housing, Renewal of Rental Agreements; Notification to Tenants)

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%1 of Ithaca’s 32,1082 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.

The landlord shall provide a minimum of 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

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.

https://www.census.gov/quickfacts/ithacacitynewyork

After a brief discussion, the committee decided to adjourn the public meeting and enter Executive Session to further discuss the proposed amendment.

6) Review and Approval of Minutes

a) January 2022

It was decided to review these minutes and vote at the March 2022 meeting.

Alderperson Gearhart moved to go into executive session; seconded by Alderperson Mehler. Carried unanimously.

7) Adjournment

Moved by Alderperson Gearhart; seconded by Alderperson Mehler. Carried unanimously. The public meeting was adjourned at 8:15 p.m.
Proposed Amendment to §258-10 of the City Code

Karla Terry <karlaterry@westshoreapts.com>
Tue 2/15/2022 5:27 PM
To: Lisa Nicholas <LNicholas@cityofithaca.org>; Deborah Grunder <DGrunder@cityofithaca.org>

Good afternoon Lisa,

• Please read this letter into the records at the upcoming meeting regarding the "Proposed Amendment to §258-10 of the City Code."

We understand there have been concerns raised regarding the timing of when tenants need to make a decision regarding lease renewals for staying in their apartments or signing a new lease. It's important to understand how the timing for renewals has changed over the years in Ithaca. Back in the 1960's-1970's tenants didn't start to look for apartments until the spring prior to when leases began. This timeframe moved to the early spring and late fall in the early 1980's. Not until the late 1980's early 1990's did tenants start to look for housing in the early fall, which brings us to where we are today. This timeframe is what drove the colleges to have what was referred to as "Housing Fairs" for landlords and tenants. The Internet has largely circumvented the need for these in-person events. Landlords are running a business, even if it is a small business in many cases, it is one that caters to people and their needs. We are not in a position to offer tenants or customers anything until we know what is available to rent.

To determine what is available to rent, a landlord has to ask current tenants about their plans for the next leasing timeframe. To stay in business and pay our bills, we need to have tenants. We prefer to keep good tenants in place as long as possible! If tenants plan to leave, relocate, graduate, etc., landlords need to be in a position to market the available apartments to fulfill the needs of prospective tenants at a time when they are looking.

Landlords do not dictate when tenants look at apartments, however, if we are not aware of what we have available to rent, (we miss the rental window) and we are left with empty apartments and cannot pay our bills (our mortgages, utilities, property taxes, school taxes, insurance, etc.) With this proposal, we would in effect be asking a tenant to call or come back in 4-6 months after we know what is available. That is similar to asking a restaurant patron to come back for dinner in a few weeks to a month to eat. Unfortunately, society today is filled with immediate gratification - people want information right away, they don't want to wait. Proper planning allows everyone's needs to be met at the time rental information is being sought.

Ithaca currently has a minimum 60 day written notice to tenants, as defined in the City's existing code under Section §258-10, prior to commencing rental activities. This doesn't mean all landlords ask tenants about renewals at this time, this is the minimum timeframe in place. The proposed 180-day restriction on renewals and lease signing law is far too long and will have unintended consequences.

We oppose any new laws which prevent landowners and tenants from leasing properties during any period except the 60-day period defined in the City's existing Code under Section §258-10. The leasing restrictions currently under PEDC discussion will create great hardship for landlords and for renters because it condenses the time period when combined with other seasonal challenges when tenants tour apartments. It will only serve to compress this timeframe to create greater frustration, frenzy, and rush leasing decisions by tenants.
Our goal is to take care of our tenants and provide great customer service in every way to both our existing and prospective tenants. Please consider the larger group of people impacted by this extended notification requirement and the unintended consequences it will cause if supported and approved. We do not support making changes to §258-10 of the City Code which already includes a waiting period.

Thank you for your time and consideration.

Kind regards,
Karla & Robert E. Terry
West Shore Apartments
107 Worth Street, Ithaca, NY 14850
607-273-7368 office
PETITION

We are students who rent apartments and houses in the City of Ithaca. We oppose any law that prevents us from renewing our lease, or securing a new lease, in the Fall or any time we wish during the school year. For planning, peace-of-mind and convenience (among other factors), we want to know in the Fall that our housing for the following school year is all set.

It is unfair to make us wait until the Spring to settle where we will be living in mere months, especially given that we will be leaving Ithaca in May and not returning until the start of the Fall.

Tara Higgins
Angeleca Assayo
Kayleigh Forth
Bridget Babcock
Sophie Ward
Hilary Hoover
Kathleen Castiello
Sophie Alvils
Gillian Frechette
Natalie Hughes
PETITION

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Stephen Rothman
Sam Irani
Olivia Berry
Julia Ludwig
Easha Chekhina
Ivan Bourov
Shannon Mulroy
Sydney Walters
Kendall Patten
Anna Horie

Steph Rothman
Aimee Berry
Julia LF
A. Chekhina
I. Bourov
Sherry A
Sydney W
Kendall P
Anna L. Horie
PETITION

We are business owners in Collegetown in the City of Ithaca where we estimate we produce over $5M in Sales Tax and Employment Taxes for our community, and whose operations help keep Collegetown vibrant and livable, where our rents (along with residents of Collegetown) help to contribute approximately $20M in property taxes for the City, County, and Ithaca City School District.

We oppose any laws that prevent students in Collegetown from renewing their leases or securing a new lease during the Fall or anytime during the school year. We believe the market is healthy for attracting new students to get to know our offerings in the market at the very beginning of the academic year, including Summer School and Summer Sublets, and provides us the opportunity to secure loyal customers.

It is unfair and detrimental for the health of Collegetown and its businesses to restrict the time spent by students, both existing residents and new first time visitors (& their families) in our market wanting to secure housing and for dining, shopping, living & visiting Collegetown. These laws threaten the relationship of Collegetown student housing and the businesses in Collegetown by changing the ecosystem in which they currently exist and flourish. To ensure businesses can exist and be an important part of the economy of Ithaca, the push for restrictions to the renewal & leasing process must be stopped and we must continue to allow new students to lease residential units in Collegetown.

Signature

[Signature]

Business Name & Street Address Date

Soulaki House 315 Eddy St. 12/12/21

Mehuk 410 Eddy St. 12/12/21

Misir 416 Eddy St. 12/17/21

Lambou Real Estate 12/17/21

Unity C.A.H.N. C.E. 12/13/21

House Vix teenager 12/17/21

Fontanis Show 414 Eddy St. 12/12/21

Four Seasons Restaurant 12/17/21

Rasta Bar Lounge 407 Eddy St. 12/12/21

Level B 410 Eddy St. 12/22/21

Hideaway 409 Eddy St. 12/22/21
PETITION

The multifamily property owners listed below represent properties assessed at hundreds of millions of dollars which contribute an estimated $10M in City, County, and ICSD property tax dollars, as well as Storm Drain and Sidewalk Assessment contributions.

Collectively we oppose any new laws which prevent us from leasing our property 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 folks tour potential apartments (less day-light, colder temps, inclement weather events), will create a greater frenzy and rushed decisions by potential short-term 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.

To be clear property owners are not driving the market, and instead simply trying to respond and satisfy our customers. The Fall leasing period only represents a portion of the market. Many leases are signed during the Spring and Summer as well.

The actual renewal rate is approximately 10%-20%. 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 us 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.

Nick Malamis

Print Name
409 Campbell Ave
Ithaca NY

Signature

Address

#Tenants (res & Comm)
PETITION

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To be clear property owners are not driving the market and instead simply trying to respond and satisfy our customers. The Fall leasing period only represents a portion of the market. Many leases are signed during the Spring and Summer as well.

The actual renewal rate is approximately 10%-20%. 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 us 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.

Print Name

Shun Cheung

Signature

Address

410 Stewart Ave, 16
411 Drvden Rd 8
500 3 10
505 1 10

#Tenants (res & Comm)
PETITION

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Collectively we oppose any new laws which prevent us from leasing our property 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 folks tour potential apartments (less day-light, colder temps, inclement weather events), will create a greater frenzy and rushed decisions by potential short-term 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.

To be clear property owners are not driving the market and instead simply trying to respond and satisfy our customers. The Fall leasing period only represents a portion of the market. Many leases are signed during the Spring and Summer as well.

The actual renewal rate is approximately 10%-20%. 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 us 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.

______________________________  __________________________
Print Name                    Signature
9102 Whistling Swan Ln, Manlius, NY 13104  30

Address
Ithaca address: 108 Eddy St, Ithaca, NY 14850

#Tenants (res & Comm)
PETITION

The multifamily property owners listed below represent properties assessed at hundreds of millions of dollars which contribute an estimated $81M in City, County, and JCSD property tax dollars, as well as storm water and Sidewalk Assessment contributions.

Collectively we oppose any new laws which prevent us from leasing our property during any period except the 60-day period defined in the City’s existing Code under Section 159-10B.

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 factors when folks tour potential apartments (less daylight, colder temps, unforeseen weather events), will create a greater frenzy and rushed decisions by potential short-term 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.

To be clear property owners are not driving the market and instead simply trying to respond and satisfy our customers. The Full leasing period only represents a portion of the market. Many leases are signed during the Spring and Summer as well.

The actual renewal rate is approximately 98-99%. By allowing the running season, the turnover time period, and damage deposit return process to occur over a natural period of time is of prime importance to us and students, especially given the fact that in College-town the students will be at Winter and then Spring Break, and then leaving Itasca in May.

William H. Lawler

Print Name

301 Bootman Rd.

Address

St. Paul, MN

Signature

( Printed for & Contact)
PETITION

The multifamily property owners listed below represent properties assessed at hundreds of millions of dollars which constitute an estimated $10M in City, County, and ICSD property tax dollars, as well as Storm Drain and Sidewalk Assessment contributions.

Collectively we oppose any new laws which prevent us from leasing our property during any period except the 60-day period defined in the City's existing Code under Section 25B-10(3).

The leasing restrictions currently under PLDC 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 folks tour potential apartments (less day-light, colder temps, inclement weather events), will create a greater frenzy and rushed decisions by potential short-term 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.

To be clear property owners are not driving the market and instead simply trying to respond and satisfy our customers. The Fall leasing period only represents a portion of the market. Many leases are signed during the Spring and Summer as well.

The actual renewal rate is approximately 19%-20%. By allowing the turnover season, the turnover time period, and damage deposit return process to occur over a natural period of time is of prime importance to us and students, especially given the fact that in Collegerow the students will be on Winter and then Spring Break, and then leaving Illinois in May.

Jeff Lowry

Print Name

204 Gramsch Rd

Address

Signature

87
PETITION

The multifamily property owners listed below represent properties assessed at hundreds of millions of dollars which contribute an estimated $10M in City, County, and ICSD property tax dollars, as well as Storm Drain and Sidewalk Assessment contributions.

Collectively we oppose any new laws which prevent us from leasing our property 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 folks tour potential apartments (less day-light, colder temps, inclement weather events), will create a greater frenzy and rushed decisions by potential short-term 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.

To be clear property owners are not driving the market and instead simply trying to respond and satisfy our customers. The Fall leasing period only represents a portion of the market. Many leases are signed during the Spring and Summer as well.

The actual renewal rate is approximately 10%-20%. 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 us 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.

A. Frost Travis

Print Name

306 North Cayuga St. Ithaca

Address

Signature

1000 residential, 85 commercial

#Tenants (res & Comm)
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millions of dollars which contribute an estimated $10M in City,
County, and TCSD property tax dollars, as well as Storm Drain and Sidewalk
Assessment contributions.

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property during any period except the 60-day period defined in the City's
existing Code under Section 258-10(B).

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and Summer as well.

The actual renewal rate is approximately 10%-20%. 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 us and
students, especially given the fact that in College Town the students will be on
Winter and then Spring Break, and then leaving Ithaca in May.

JOHN NOVARO

Print Name

876 Highland Pl

Address

1750

#Tenants (res & Comm)
PETITION

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Karla Terry
Print Name

Signature

107 WORTH STREET, ITHACA, NY 14850
Address

#Tenants (res & Comm)
PETITION

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Kevin O'Connor

Signature

145 Tenants

Address
PETITION

The multifamily property owners listed below represent properties assessed at hundreds of millions of dollars which contribute an estimated $10M in City, County, and ICSD property tax dollars, as well as Storm Drain and Sidewalk Assessment contributions.

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Pola Avramis

Print Name

5 Chestnut Road, Ithaca, NY

Address

Signature

150

#Tenants (res & Comm)
PETITION

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The actual renewal rate is approximately 10%-20%. 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 us 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.

Charalambia (Bia) Stavropoulos
Print Name
Signature

131 Haller Blvd, Ithaca, NY 14850
Address

TOTAL = 45

#Tenants (res & Comm)
PETITION

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Tommy (Athanasios) Stavropoulos

Print Name

Signature

131 Haller Blvd, Ithaca, NY 14850

Address

TOTAL = 29

#Tenants (res & Comm)
PETITION

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Stavros Stavropoulos

Print Name

Signature

TOTAL RES # TENANTS = 27

212 S Geneva St - #1, Ithaca, NY 14850

TOTAL COMM # = 1

#Tenants (res & Comm)
PETITION

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Georgia Stavropoulos
Print Name

Signature

131 Haller Blvd, Ithaca, NY 14850
Address

TOTAL RES # TENANTS = 42
TOTAL COMM # = 1

#Tenants (res & Comm)
PETITION

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Anastasia Stavropoulos

Print Name

Signature

110 Maple Place, Dedham, MA, 02026

Address

TOTAL = 18

#Tenants (res & Comm)
PETITION

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Alex Marchel
Print Name

2 Sunnyside Drive, Owego, NY 13827
Address

TOTAL RES # TENANTS = 11

#Tenants (res & Comm)
PETITION

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John W Puglia

Print Name

8 Glenford Lane, East Northport NY 11731

Address

Demos:Johnny LLC - 175

#Tenants (res & Comm)
PETITION

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Print Name

Signature

Address

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PETITION

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\[ Signature \]

Print Name

Address

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[Nicholas Lamoreaux (Landlord: Lamoreaux Group)

Print Name
405 E Cay St, Ithaca, NY 14850
Address

Signature

# Tenants (res & Comm)
PETITION

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Mark Mecenas

Print Name
PO BOX 81, ITHACA

Address

Signature
#Tenants (res & Comm)
PETITION

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Signed

Print Name

155 Westview Lane Ithaca NY 14850

Signature

#Tenants (res & Comm)
PETITION

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Charlie O'Connor

Print Name

200 E Buffalo St ST 201 Ithaca NY 14850

Address

Signature

#Tenants (res & Comm)
PETITION

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Ike nestopoulos

120 Home Name
Ithaca NY 14950

Signature

#Tenants (res & Comm)
PETITION

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Stavros Stavropoulos

Print Name

310 Taylor place
Ithaca NY

Address

Signature

#Tenants (res & Comm)
PETITION

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George Averamis

Print Name
400 College Ave, Suite 100
Address ITHACA, NY

Signature
#Tenants (res & Comm)

220
PETITION

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Tam Marion Warren

Print Name

Mailing: 630 Hannshaw Road, Ithaca NY 14850

Address

Signature

21 Residential tenants

#Tenants (res & Comm)
PETITION

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Georgia Giannopoulos

Print Name

Signature

44 Heritage Dr., Walpole, MA 02081

#Tenants (res & Comm)
PETITION

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Anastasia Stavropoulos

318 Taylor Pl, Ithaca, NY 14850

#Tenants (res & Comm)
PETITION

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Nick Stavropoulos

Print Name

318 Taylor Pl., Ithaca, NY 14850

Address

Signature

#Tenants (res & Comm)
PETITION

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Signature

Print Name
140 Hoessen Lane
Ithaca NY 14850

Address

#Tenants (res & Comm)
February 15, 2022

TO: PEDC

In the Spring of 2013, a proposal to amend Chapter 258 “Rental Housing” of the City Code to establish a required minimum notification period for future lease agreements was brought forth by then 4th Alderperson Graham Kerslick. The proposal, which was passed, required Landlords and renters to wait 60 days written notice from the start of a lease prior to engaging in renewing the lease, signing on new tenants or showing of the property.

Someone has decided the system is again broken and offered numbers off the top of their head, without any understanding of the work that goes into renting space to students, in order to somehow control what a landlord can or cannot do. The rationale behind the 2013 amendment was to help ‘renters and landlords make better-informed decisions before signing rental agreements’ and ‘reduce the pressure being experienced in the rental housing market’. Where is the data that states this has not happened? Are the newly proposed numbers based off of a few students not getting their desired housing choice?

Collegetown properties appear to be the most desirable by many students and have the biggest impact due to the number of rental units in that area. My properties are not in this area but tenants do show interest early. I have always waited the timeframe by this City ordinance. Showing properties later in the year as the weather becomes colder, students have prelims, holidays approach makes no sense. There are students who study abroad who would not be available to view a property, sign a lease or pay a security deposit.

As sophomores will be required to remain on campus, the rush for housing will change. They will have plenty of time to see desirable areas to live.

This attempt to control landlord business is becoming absurd. Would a proposal be made to a coffee shop to stay open until 2am because students want coffee, cookies or donuts at that time? No. You would not think to tell that business owner how to run their business however, landlords seem to be attacked these days for trying to do their job.

Unless the Committee can show landlords data of how many rental units violated the 60 day agreement or the abject failure of the 60 day wait period on student housing then this new proposal should be voted down.

Thank you for your time.

Terri Hoppenrath
Cornell Heights Apartments
120-180 day waiting period

Inn on Columbia <innoncolumbia@gmail.com>
Wed 2/16/2022 1:56 PM
To: Deborah Grunder <DGrunder@cityofithaca.org>

Dear Common Council Members. In my opinion, cramming the sign up season into a shorter period of time will certainly have the effect of increasing rents due to the competition for preferred housing. More people will be competing for housing at the same time, increasing demand which always increases prices. Think of how Musical Chairs works. Kenneth Young

Inn on Columbia
228 Columbia Street
Ithaca, New York 14850
607-272-0204
www.columbiabb.com
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,

[Signature]

Gregory Tumarello

Director of Operations
Modern Living Rentals

President and CEO
Marg LLC Property Management
December 6, 2021

To whom it may concern:

I am a leasing agent whose primary demographic is students seeking housing and I appreciate the opportunity to add my personal and professional thoughts to this conversation.

My experience shows me that the time frame proposed for student housing searches is an impractical one. As the months of April and May are consumed by finals and seeking summer employment/internships and June and July are typically spent outside of the Ithaca area, I’m not sure when they would find the time to devote to a diligent and thorough home search. Additionally, as many students are back to doing semesters abroad, a good portion of returning students aren’t even around in the spring.

There are many moving parts involved in the student housing market and it isn’t hard to intuit the mad rush that a limited time frame would certainly impart on students who are already harried. We as leasing agents coordinate our schedules with not only the seekers of housing for the next year but the students who are already our tenants. I think I can speak for most of us when I say that we do our best to keep showings as limited as possible during exam and exam preparatory periods to minimize the impact of the disruption on their already busy and stressful young lives. Concentrating the search period to the last two months of school and the first two months of the summer (when, again, the majority of students have typically left the area) will take our ability to respect their calendar out of our hands.

I’m not quite sure what the specific goal of this proposal is and have carefully considered what positive outcomes are possible. Perhaps my particular perspective clouds my ability to properly categorize the impact to the students who are already stressed to the max while attending elite institutions of higher learning in an increasingly uncertain world. I take great satisfaction in helping these bright, diligent young people to alleviate one of the many sources of stress that they face in their pursuit of higher education- the roof over their heads.

Thank you for your time and for allowing all voices to be heard.

Lindsay Hager
Modern Living Rentals
Planning & Economic Development Committee Public Comment Form

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Your Comments
Dear Planning & Economic Development Committee,
The Eastern Southern Tier Poor People’s Campaign is writing in support of the Good Cause Eviction legislation, also known as “Right to Renew”. Tenants deserve not only to feel safe and secure in their homes but not be in constant fear of eviction or of a unfair and unconscionable rent rate hike (defined as 1.5x consumer price inflation). Landlords must be able to prove “good reason” for the termination of a lease or non-renewal. If a tenant has behaved in accordance to the law and abided by the lease they should be entitled to a lease renewal with a possible “reasonable” rent increase. Landlords do have rights, protections and deserve to make a living but not off the undo harm to tenants during these unprecedented hard times. Thank you for your attention to those comments respectfully submitted from the Eastern Southern Tier Poor People’s Campaign group.

Contact Information | 1-860-488-1147

Thank you for sharing your thoughts with us. Please note: comments must be 3 minutes (or shorter) in length when read and must adhere to the Common Council Rules of Order. Until we can all be together again, we wish you good health!