AGENDA

ITHACA URBAN RENEWAL AGENCY (IURA)
ECONOMIC DEVELOPMENT COMMITTEE (EDC)

3:30 P.M., Tuesday, June 7, 2022

I. Call to Order

II. Agenda Additions/Deletions

III. Public Comments (3 min. max.)

IV. Review of Meeting Minutes: May 17th, 2022

V. New Business
   A. Reaffirm Cherry Street Extension Urban Renewal Project – resolution
   B. Buffalo Street Books, review results of strategic analysis – report
   C. East Hill Fire Station Urban Renewal Project
      1. Designate 311 CA Associates, LLC as a Qualified and Eligible Sponsor – resolution
      2. RFEI responses – review
      3. Preferred site visit date - discussion

VI. Other Business
   A. Staff Report
   B. Meeting Schedule review – next meeting date: July 18th
   C. Other

VII. Adjournment

PUBLIC COMMENTS

Written public comments may be e-mailed until 12:00 p.m., the day of the meeting to: cpyott@cityofithaca.org. Members of the public who would prefer to deliver verbal comments at the meeting (3-min. max.) should use above Zoom link and log-in credentials (for video) or dial-in number and log-in credentials (for telephone).

If you have a disability and require accommodation in order to fully participate, please contact the City of Ithaca Clerk’s Office at 274-6570 at least 72 hours prior to the meeting.
DRAFT MEETING MINUTES
ITHACA URBAN RENEWAL AGENCY
Economic Development Committee (EDC)
3:30 P.M., Tuesday, May 17, 2022

Present: Chris Proulx, Chair; Doug Dylla, Vice-Chair; Leslie Ackerman
Excused: Charlotte Hamilton
Vacancies: 2
Staff: Nels Bohn; Charles Pyott
Guests: Tom Knipe, City Deputy Director for Economic Development

I. Call to Order
Chair Proulx called the meeting to order at 3:34 P.M.

II. Agenda Additions/Deletions
None.

III. Public Comments (3-minute max. per person)
Proulx reported the following Public Comment (verbatim) was received from Todd Kurzweil from Sunny Days, regarding today’s agenda item “VI. A. Inlet Island Urban Renewal Project — Update:”

“Sunny Days is being sued by The Ithacan Developer

Please consider an independent investigation into that DDA approval after Ithaca College came into The Ithacan project on or about October 2020.

I contend Common Council should have been the deciding body to accept/approve any alterations to The Ithacan DDA that included Ithaca College at 215 East State Street.”

IV. Review of Meeting Minutes: March 8, 2022
Dylla moved, seconded by Ackerman, to approve the minutes, with no modifications.

Carried Unanimously: 3-0
V. New Business

A. East Hill Fire Station Urban Renewal Project

Bohn explained the proposed resolution was drafted as a result of the City’s investigation into options for relocating the East Hill Fire Station at 309 College Avenue, for which the City received a $1M Empire State Development (ESD) grant, and as more fully described in the City Acting Director of Planning and Development’s (Lisa Nicholas) April 13, 2022 memorandum to the Planning & Economic Development Committee (PEDC):

“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.”
Bohn noted the Option Agreement’s expiration date is October 15th, 2022, by which time the Common Council would like the IURA to have reviewed the terms of the Option Agreement and produce a proposed Disposition & Development Agreement (DDA) for the project, in alignment with the following project schedule:

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**East Hill Fire Station Estimated Meeting Schedule**

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Actions</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning Committee</td>
<td>Presentation - Overview</td>
<td>April 20, 2022</td>
</tr>
<tr>
<td>Planning Committee</td>
<td>Public Hearing, Recommendation to Council</td>
<td>May 18, 2022</td>
</tr>
<tr>
<td>Common Council</td>
<td>Vote to Transfer Property &amp; Assign Option to IURA to structure a Development Agreement</td>
<td>June 1, 2022</td>
</tr>
<tr>
<td>IURA Economic Dev. Committee</td>
<td>Recommend to Accept Transfer of Property and Assignment of City/Developer Option Agreement</td>
<td>May 17, 2022</td>
</tr>
<tr>
<td>IURA Full Board</td>
<td>Accept Transfer of Property and Assignment of City/Developer Option Agreement</td>
<td>May 26, 2022</td>
</tr>
<tr>
<td>IURA Economic Dev. Committee</td>
<td>Recommend Lead Agency for Environmental Review, Designate Sponsor for Urban Renewal Project</td>
<td>June 7, 2022</td>
</tr>
<tr>
<td>IURA Full Board</td>
<td>Public Hearing, Lead Agency, Designate Sponsor for Urban Renewal Project</td>
<td>June 23, 2022</td>
</tr>
<tr>
<td>Joint IURA EDC/IURA Full Board</td>
<td>Review City’s work to date and potential terms of a Disposition &amp; Development Agreement (DDA)</td>
<td>Mid-July, 2022</td>
</tr>
<tr>
<td>IURA Full Board</td>
<td>Environmental Review, Vote to Approve DDA for Common Council Review</td>
<td>July 28, 2022</td>
</tr>
<tr>
<td>Planning Committee</td>
<td>Public Hearing / Recommend to Approve /Deny/Modify the DDA</td>
<td>August 17, 2022</td>
</tr>
<tr>
<td>Planning Board Meeting</td>
<td>Project Intro - Tentative</td>
<td>August 23, 2022</td>
</tr>
<tr>
<td>Common Council</td>
<td>Vote to Approve/Deny/Modify the Development Agreement</td>
<td>September 7, 2022</td>
</tr>
<tr>
<td>Planning Board Meeting</td>
<td>Public Hearing, Environmental Review</td>
<td>September 27, 2022</td>
</tr>
<tr>
<td>Planning Board Meeting</td>
<td>Design &amp; Determination of Environmental Significance</td>
<td>October 25, 2022</td>
</tr>
<tr>
<td>Planning Board Meeting</td>
<td>Site Plan Approval</td>
<td>November 22, 2022</td>
</tr>
</tbody>
</table>

**Estimated Design & Construction Schedule**

- Finalize Construction Documents: Nov/Dec 2022
- Bidding: December 2022
- Selection and award of construction contract: February 2023
- Site Preparation: Fall - Winter 2022-23
- Construction Start: March 2023
- Occupy New Fire Station: May 15 2024

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Dylla asked if the Ithaca Fire Department (IFD) has been involved in the decision-making process at any point. Bohn replied, yes (as well as Planning Department staff and the City Attorney). An extensive analysis was conducted to identify IFD response times at various potential locations throughout the City.
Ackerman asked what factors the Committee should focus on as it moves forward. Bohn replied the Committee should review the two RFEI responses, evaluate whether the sale price is reasonable for the City, and identify any neighborhood impacts.

Ackerman asked if there has been any significant engagement with the community regarding the two potential sites. Bohn replied community engagement was very limited prior to the Option Agreement being executed. Since that time, meetings have been held with the Collegetown Neighborhood Council and Belle Sherman-Bryant Park Civic Association. A Public Hearing was also held at the April 2022 PEDC meeting, at which one or two comments were made. There will also be opportunities for Public Comment at future Committee and IURA Board meetings, including at least one formal Public Hearing.

**Ackerman moved, seconded by Dylla:**

**East Hill Fire Station Urban Renewal Project:**

**Accept Transfer of Property & Assignment of Option to IURA to Structure Proposed Disposition & Development Agreement (DDA)**

WHEREAS, the City of Ithaca Common Council desires to relocate the East Hill Fire Station, also known as Fire Station #9, 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 seeks 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, and

WHEREAS, Section 507 of General Municipal Law authorizes disposition of real property without auction or sealed bid via an urban renewal process, and

WHEREAS, 309 College Avenue is located within the Ithaca Urban Renewal Project Area, and
WHEREAS, the Common Council requests the Ithaca Urban Renewal Agency (“IURA”) review the terms of the proposed Option Agreement and structure a proposed disposition agreement to relocate the East Hill Fire Station; now, therefore, be it

RESOLVED, that the IURA Chairperson, subject to review by the IURA legal counsel, is hereby authorized to execute agreements to (1) accept transfer the 309 College Avenue site from the City via a City/IURA option agreement, (2) accept assignment from the City of the Option Agreement executed between the City of Ithaca and 311 CA Associates, LLC, dated 2/22/22, and (3) execute any other such documents as may be necessary to enable IURA to undertake an urban renewal procedure for a negotiated acquisition and sales agreement to facilitate relocation of the East Hill Fire Station, and be it further

RESOLVED, that neither the option to transfer ownership of 309 College Avenue parcel to the IURA nor the assigned Option Agreement with the Developer shall be exercised by IURA, without further 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.

Carried Unanimously: 3-0

B. Reaffirm Cherry Street Extension Urban Renewal Project

Bohn explained no action needs to be taken by the Committee today. The purpose of drafting the proposed resolution is to re-submit the developer’s (Urban Core, LLC) February 6, 2020 application and reaffirm the Committee’s support for the project, in light of the amount of time that elapsed since it was originally proposed (just before the global COVID-19 pandemic outbreak). Even though the IURA adopted a resolution at that time, designating Urban Core, LLC as the Qualified and Eligible Sponsor of the project and authorizing execution of an Exclusive Negotiation Agreement (ENA), no agreement was ever executed. The developer, however, remains very interested in pursuing the project, which would essentially remain unchanged, except for a few different partners. Today’s draft resolution was supposed to have been accompanied by updated project information, which was not received. The Committee will need to update the Fair Market Value (FMV) figures listed in the original resolution, which were produced from a 2018 appraisal. Any revenue to the IURA would defray its own expenses and used to fund any future eligible activities (e.g., sell/acquire land or other real property), but it could not be employed for issuing loans or grants.

— DRAFT RESOLUTION —

Reaffirm Designation of Urban Core, LLC as Sponsor & Approve Exclusive Negotiation Agreement to Potentially Acquire IURA Land at Cherry Street Industrial Park

WHEREAS, on February 6, 2020, Urban Core, LLC (Urban Core) submitted an application to be designated as a “qualified and eligible sponsor” (Sponsor) to acquire 6 acres of undeveloped land at the southerly end of Cherry Street owned by the IURA, containing the following tax parcels:
WHEREAS, the IURA adopted a resolution designated Urban Core, LLC as a Qualified and Eligible Sponsor to undertake an urban renewal project for sites located at the southerly end of Cherry Street and further authorized execution of an Exclusive Negotiation Agreement (ENA), and

WHEREAS, progress on the urban renewal project paused for the pandemic, which has extended into mid-2022, and

WHEREAS, Urban Core, LLC has resumed interest in the project and seeks to execute an exclusive developer agreement, and

WHEREAS, the original submitted project proposal from Urban Core, LLC was projected to create at least 25 full-time equivalent (FTE) jobs in the hospitality, horticulture and beverage manufacture/retail sectors, expand and diversify the economic base of the community and provide employment opportunities, thereby furthering the goals and objectives of the Urban Renewal Plan, and

WHEREAS, the current project continues to include hospitality, beverage manufacture/retail and a horticulture/agriculture uses and generate similar economic activity, although business partners have evolved since 2020, and

WHEREAS, the proposal contains the same anchor and similar uses but with different business partners, and

WHEREAS, the IURA Economic Development Committee considered this matter at its May 17, 2022 meeting and recommended the following; now, therefore, be it

RESOLVED, that the IURA hereby reaffirms its findings, designation, and approvals from its February 27, 2020, meeting to designate Urban Core, LLC a Qualified and Eligible Sponsor for an urban renewal project located at the southerly end of Cherry Street and authorizes the IURA Chairperson to execute a 180-day Exclusive Negotiation Agreement (ENA) with the Sponsor.

C. Amendments to Priority Business Loan Fund (PB-LF) — Discussion
Proulx explained Knipe has been collaborating with various local stakeholders about potential revisions to the Priority Business Loan Fund (PB-LF), as briefly outlined in Bohn’s May 12, 2022 memorandum to the Committee:
Deputy Director for Economic Development, Tom Knipe has been meeting with stakeholders to refine the City’s economic development strategy. Through meetings with the Downtown Ithaca Alliance (DIA), the Collegetown Small Business Alliance, and the Small Scale Manufacturing Initiative working group he has identified possible additional business categories to consider make eligible for the Priority Business Loan Fund.

Tom writes:

There have been several recent conversations about ideas to expand eligibility for the IURA Priority Business Loan Fund. I would like to bring these ideas to your attention and begin a discussion about considering these expansion ideas.

Current Eligible Uses: Targeted businesses include pharmacy, grocery, apparel, shoe store, medical practitioner, brewpub, live entertainment venue, tourism attraction, underrepresented restaurant, minority-owned business, and childcare.

Target Area: “Density District” (includes Downtown, W. State St., West End, Inlet Island).

Ideas for expansion:

1. Geography – consider expanding to Cherry Street; Emerson/Chainworks; and Collegetown for non-food/beverage retail businesses (see Mayor’s letter to Small Business Alliance)
2. Uses – consider expanding include to artisanal manufacturing – to support our SSM initiative.
3. Uses – consider refining the eligible retail types to possibly include these (from 5/6/22 DIA BRD Committee discussion)
   - Family entertainment/attraction
   - Additional restaurant types – seafood, wine bar, Polish, 24-hour restaurant, etc.
   - Veteran-owned businesses
   - General store
   - Re-use stores
   - Home furnishings”

(continued on following page)
Knipe explained the “1. Geography” expansion suggestion listed above was inspired by two things: (1) when developing the Small-Scale Manufacturing (SSM) Action Plan, it was observed the Cherry Street area is not included in the Density District; and (2) results of discussions with Collegetown stakeholders about how to improve Collegetown’s business environment, including some short-term beautification projects. (Most suggestions for improving Collegetown’s business environment can be found in the January 11, 2022 memorandum from former Mayor Myrick and Acting Mayor Lewis included in today’s meeting materials.)

Knipe noted the thrust of the proposal is to expand the City’s efforts to support Collegetown businesses, including direct loan assistance. While Collegetown businesses benefit from foot traffic and a solid customer base over 8 months of the year, the seasonality and student-focus of the business environment poses challenges to some businesses, which modifying/expanding the PB-LF may help address. The issue of artisanal manufacturing has also come up as a potential focus area for IURA loans. The Downtown Ithaca Alliance’s (DIA) Business Retention and Development (BRD) Committee has been examining the mixture of business types within the existing Business Improvement District (BID), in an attempt to identify gaps/needs.
Bohn added the BID list was originally created by the DIA in 2007. He noted the IURA also has the Community Development-Revolving Loan Fund (CD-RLF) for issuing loans citywide, which newly identified businesses could also qualify for. The only difference is that the PB-LF recognizes a higher risk level (e.g., permitting lower collateral and loan security commitments) and allows for more loan financing for qualifying businesses. He stressed the IURA should take care to ensure the PB-LF remains focused on priority business categories, rather than expanding it to too many types of businesses.

Proulx suggested compiling historical data to establish how successful the PB-LF has been. The IURA should also determine how the DIA feels about Knipe’s proposed changes. He added, once the proposed changes have been made, the PB-LF’s geographic focus begins to seem less important, compared to other loan funds. He wondered if the IURA’s loan funds could be structured differently: for example, define all IURA loan funding as citywide, but establish two separate sets of criteria (i.e., a “standard offer” vs. an “enhanced offer”).

Bohn remarked it is a great idea to compile data on how successful the PB-LF has been. He added the IURA does have a common pool of economic development loan funds, including the Economic Development Loan Fund (ED-LF), which IURA staff takes into consideration whenever a potential loan applicant approaches the IURA for assistance. The ED-LF, however, has not been deeply funded over the past couple of years. Only ~$220,000 will be available over the next year, so the IURA should avoid over-promising the level of assistance it may be able to provide.

Ackerman inquired into what the anticipated timeline would be for finalizing Knipe’s proposal and how the process would unfold.

Knipe replied he and Bohn could collaborate on further developing the proposal and return before the Committee at a future meeting. Bohn added they would be sure to include the DIA in the process.

Proulx recommended focusing as much as possible on minority-owned and under-represented businesses.

VI. Old/Other Business

A. Inlet Island Urban Renewal Project — Update

Bohn explained when the ENA was executed it established a deadline of 100 calendar days from the receipt of the appraisal (4/29/22) for the developer to submit a detailed proposal and purchase price for the land, since the developer indicated the results of the appraisal (approximately $25/square foot, which translates to a total of ~$2M) would significantly impact how it could develop the property and what kind of amenities could be included. The developer now has until 8/7/22 to submit its proposal.

B. IURA Financials Review: March/April 2022

Bohn reported the financials report was delayed by one month, because the IURA only just got its bank statement from M&T Bank. All CDBG and HOME projects are in good standing in terms of expenditures and overall progress, with the exception of a few slow moving CDBG-CV projects (e.g., Salvation Army’s homeowner mortgage payment assistance project).
Bohn noted the IURA will not meet its CDBG spend-down ratio deadline by 6/1/22, although HUD waived the requirement for the IURA this year. All loan payments are current, except GreenStar, Canopy Hotel (which owes interest-only payments for one month in 2020), and Diane’s Downtown Auto, which had otherwise been doing well for several years. All lease payments are also in good standing as of today.

C. Staff Report

Bohn remarked he will be out-of-town June 10-24th, so he recommended rescheduling the Committee’s June 2022 meeting to June 7th, 2022. No objections were raised.

Bohn reported that 2022 HUD Entitlement Program allocations to the City are lower than anticipated for both Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds:

<table>
<thead>
<tr>
<th></th>
<th>CDBG</th>
<th>HOME</th>
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<tbody>
<tr>
<td>Anticipated</td>
<td>$668,000</td>
<td>$330,000</td>
</tr>
<tr>
<td>Awarded</td>
<td>$633,333</td>
<td>$316,825</td>
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<tr>
<td>Change</td>
<td>$34,667</td>
<td>$13,175</td>
</tr>
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</table>

The reductions will result in the following changes to the 2022 Action Plan:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>CDBG</td>
<td>Administrative (20% of award)</td>
</tr>
<tr>
<td></td>
<td>$6,933.40</td>
</tr>
<tr>
<td></td>
<td>Catholic Charities Building</td>
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<tr>
<td></td>
<td>$23,573.56</td>
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<tr>
<td></td>
<td>No Más Lágrimas</td>
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<tr>
<td></td>
<td>$1,400.00</td>
</tr>
<tr>
<td></td>
<td>GIAC Computer Lab</td>
</tr>
<tr>
<td></td>
<td>$2,760.04</td>
</tr>
<tr>
<td>HOME</td>
<td>Administrative (10% of award)</td>
</tr>
<tr>
<td></td>
<td>$1,317.50</td>
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<tr>
<td></td>
<td>INHS Homeowner Rehabilitation</td>
</tr>
<tr>
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<td>$11,857.50</td>
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</tbody>
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Bohn reported the loan application for Personal Best Brewing (402 W. Green St.) should be available to review at the Committee’s next meeting.

Bohn proposed scheduling a Special Meeting on July 19th, 2022 for both the Committee and IURA Board to meet jointly and discuss the East Hill Fire Station Urban Renewal Project. No objections were raised.
D. Other Items
None.

VII. Adjournment
The meeting was adjourned by consensus at 5:00 P.M.

— END —

Minutes prepared by C. Pyott, edited by N. Bohn.
Reaffirm Designation of Urban Core, LLC as Sponsor & Approve Exclusive Negotiation Agreement to Potentially Acquire IURA Land at Cherry Street Industrial Park

WHEREAS, on February 6, 2020, Urban Core, LLC (Urban Core) submitted an application to be designated as a “qualified and eligible sponsor” (Sponsor) to acquire 6 acres of undeveloped land at the southerly end of Cherry Street owned by the IURA, containing the following tax parcels:

- #100.-2-1-21
- #100.-2-1-23
- #100.-2-1-24
- #100.-2-1-25
- #100.-2-1-26, and

WHEREAS, the IURA adopted a resolution designated Urban Core, LLC as a Qualified and Eligible Sponsor to undertake an urban renewal project for sites located at the southerly end of Cherry Street and further authorized execution of an exclusive negotiation agreement, and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency concerning the coronavirus disease 2019 (COVID-19) pandemic, and

WHEREAS, progress on the urban renewal agency paused for the pandemic, which has extended into mid-2022, and

WHEREAS, Urban Core, LLC has resumed interest in the project and seeks to execute an exclusive developer agreement, and

WHEREAS, the original submitted project proposal from Urban Core, LLC was projected to create at least 25 full-time equivalent jobs in the hospitality, horticulture and beverage manufacture/retail sectors, expand and diversify the economic base of the community and provide employment opportunities, thereby furthering the goals and objectives of the Urban Renewal Plan, and

WHEREAS, the current project continues to include hospitality, beverage manufacture/retail and a horticulture/agriculture uses and generate similar economic activity, though business partners have evolved since 2020, and

WHEREAS, proposal contains the same anchor similar uses but with different business partners, and

WHEREAS, the IURA Economic Development Committee considered this matter at its May 17, 2022, meeting and recommended the following; now, therefore, be it

RESOLVED, that the IURA hereby reaffirms its findings, designation, and approvals from its February 27, 2020, meeting to designate Urban Core, LLC a Qualified and Eligible Sponsor for an urban renewal project located at the southerly end of Cherry Street and authorize the IURA Chairperson to execute a 180-day exclusive negotiation agreement with the Sponsor.
Adopted Resolution
IURA
February 27, 2020

Designate Urban Core, LLC as Sponsor & Approve Exclusive Negotiation Agreement to Potentially Acquire IURA Land at Cherry Street Industrial Park

WHEREAS, on February 6, 2020, Urban Core, LLC (Urban Core) submitted an application to be designated as a “qualified and eligible sponsor” (Sponsor) to acquire 6 acres of undeveloped land at the southerly end of Cherry Street owned by the IURA, containing the following tax parcels:

• #100.-2-1-21
• #100.-2-1-23
• #100.-2-1-24
• #100.-2-1-25
• #100.-2-1-26, and

WHEREAS, the urban renewal site was subdivided in 2019 to construct a public street extension and three development parcels totaling approximately 3.6 buildable acres, and

WHEREAS, Urban Core proposes a $12 million mixed-use project, including hospitality, beverage production/retail, and horticulture, to leverage the site’s adjacency to the future Black Diamond Trail and the evolving eclectic Cherry Street mixed-use neighborhood, and

WHEREAS, the project is estimated to create 25-48 full-time equivalent (FTE) jobs; and

WHEREAS, Urban Core commits to pay employees a living wage (at least $15.37/hour), and

WHEREAS, the project is in the concept phase and Urban Core seeks designation as a Sponsor prior to incurring significant expenses to further develop a proposed urban renewal project and possible site acquisition, and

WHEREAS, Urban Core further seeks guidance on the potential purchase price of the project site, and

WHEREAS, a 2018 appraisal of the Cherry Street Industrial Park expansion area conducted by Landmark Appraisal Co., estimated the following Fair Market Values of building sites with public street access:

• One-acre parcel: $110,000;
• Two-acre parcel: $200,000; and

WHEREAS, the project site is located within the Urban Renewal Project Boundary Area, and

WHEREAS, pursuant to Section 507 of General Municipal Law, the IURA is authorized to dispose of property to a specific buyer at a negotiated price, if such buyer is designated as an eligible and qualified sponsor (Sponsor), and the sale is approved by Common Council following a Public Hearing, and

WHEREAS, a proposed Sponsor is evaluated in accordance with adopted IURA land disposition procedures that seek to determine if the proposed Sponsor is qualified and capable of fulfilling the objectives of the property, for property disposition, and

WHEREAS, IURA evaluation criteria for Sponsors include:

• Financial status and stability
• Legal qualification to operate in the State of New York and to enter into contracts with regard to disposition, use, and development of land in question
• Previous experience in the financing, use development and operation of projects of a similar nature
• Reputation and proof of fair, reputable and ethical business practices and a record devoid of convictions, and

WHEREAS, the primary objective of the Urban Renewal Plan (Plan) is to improve the economic, social and physical characteristics of the project neighborhood, and

WHEREAS, an objective of the Plan is “expansion and diversification of the economic base of the community to provide the employment opportunities needed by its residents and to strengthen the tax base,” and

WHEREAS, Urban Core submitted confidential financial statements demonstrating its good standing and financial capacity to complete the project, and

WHEREAS, the IURA Economic Development Committee considered this matter at its February 11, 2020 meeting and recommended the following; now, therefore, be it

1. RESOLVED, that IURA hereby finds the submitted project proposal from Urban Core, LLC is projected to create at least 25 full-time equivalent jobs in the hospitality, horticulture and beverage manufacture/retail sectors, will expand and diversify the economic base of the community and provide employment opportunities, thereby furthering the goals and objectives of the Urban Renewal Plan, and be it further

2. RESOLVED, that the IURA hereby determines that Urban Core, LLC has satisfactorily demonstrated its qualifications and capacity to successfully undertake an urban renewal project to develop an approximately $12 million mixed-use project including hospitality, beverage manufacture/retail and horticulture and therefore designates Urban Core, LLC as a “qualified and eligible sponsor” to potentially acquire six acres of undeveloped land at the southerly end of Cherry Street, subject to confirmation of municipal compliance of all Urban Core, LLC properties in the City of Ithaca, and be it further

3. RESOLVED, the IURA hereby authorizes the IURA Chairperson to approve an Exclusive Negotiation Agreement (ENA) for a term of up to 180 days for the purpose of further developing the project, and be it further

4. RESOLVED, that the ENA term may be extended upon demonstration to the satisfaction of the IURA of substantial progress to demonstrate project feasibility, including but not limited to submission a revised site plan, itemized development budget and pro forma including projected labor costs to support projected job creation, and be it further

5. RESOLVED, that IURA Chairperson, subject to advice from IURA legal counsel, is hereby authorized to execute any and all agreements and documents necessary to implement this resolution.
PROJECT DESCRIPTION

Buffalo Street Books is an established bookstore consumer cooperative in Ithaca, New York. The co-op was founded in 2011 from an existing business, and currently has over 900 member-owners. BSB has 1000-1200 SF of retail space and an “extra room” with an additional 800-1000 SF. BSB is seeking strategic planning support to imagine the next 2-3 years, developing a strong vision and a tactical plan to achieve it, including increased revenue, deeper engagement with members, increased connection to more diverse communities, and recommendations on how to best use the “extra room”.

INTENT
This report is intended to explore and illustrate potential feasibility scenarios for sustainable operations of Buffalo Street Books. It does not estimate or guarantee market potential or a cost/benefit assessment. All assumptions and financial estimations are based on the data and information provided by BSB.

SITE FEASIBILITY EVALUATION

Assumptions + Criteria
Our assessment is based on conversations with the co-op management/board and the financial conditions outlined in the provided documentation and information. This evaluation was completed to determine opportunities in current practices and potential initiatives to create a sustainable plan for business operations.

Assumptions:
Annual sales $591,000
COGS (cost of goods sold) $359,000
Gross Profit $232,000
Total Payroll and operating expenses $292,000
Net income gap $60,000

Hours of operation:
Monday CLOSED
Tuesday 11-5
Wednesday 11-5
Thursday 11-6
Friday 11-6
Saturday 11-6
THE BIG PICTURE
Buffalo Street Books is currently running with an inventory totaling 57% of sales, 7 FTE, and an income of $591,000. Books are sold in-store and online, with online sales accounting for ~25% of the sales mix. The co-op works with over 20 suppliers, and also operates a used book program, which accepts books from community members for resale.

The store's physical space is in need of renovations, interior and exterior. The “extra room”, which functions as one of the store’s entry spaces, is uninviting.

The store’s leadership is strong - operationally and at a board level. Lisa is an immense asset to the business, with a formidable background in books, and a fierce dedication to BSB. One of the co-op’s strengths is organizational self awareness and willingness to pivot and evolve, as well as a deep commitment to the success of the business.

We believe the best case scenario for business viability is for day-to-day operations in the store's current format to come as close to profitability as possible, combined with additional funds raised from members and income from the “extra room”, to provide the most realistic/achievable and diversified plan for sustainability. In the long-term, the “extra room” can and should be a part of the plan for increasing revenue and overall profitability, although short-term gains are difficult to plan on. In the interest in buoying the co-op through the near-term cash crunch, we’ll be offering a multi-tiered recommendation set.

THE BIG PROBLEM(S)
The store’s 2021 operating loss is approximately $60,000.

A space adjacent to the BSB retail space, an “extra room” is currently unused, which represents potential for the business, but, at present, an entry into the BSB space that is not inviting.
CRITICAL FACTORS

The following considerations are the most impactful factors that we see hindering the viability of Buffalo Street Books as a self-sustaining business. Below we outline where we see opportunities to positively affect operational feasibility and success for BSB in the immediate and long term future. While true profitability through operations alone is unlikely to be achievable due to the nature of the industry and BSB’s commitment to its current labor + operations model, keeping a strong focus on getting operations as close as possible to profitability will help make any losses small enough to cover through other means.

Sales
In the world of business finance cash is king, but sales is queen. Sales make everything possible. Sales drive what’s possible for labor, product, promotions and initiatives and so on. Achieving adequate sales keeps a business afloat, and growing sales is the age-old goal of business.

What we see: BSB sales are inadequate to meet the current expenses, which is what brought us to this juncture. We see opportunities to increase sales. We’ll detail those out below.

<table>
<thead>
<tr>
<th>3 primary elements of sales:</th>
</tr>
</thead>
<tbody>
<tr>
<td>cost of goods sold (COGS)</td>
</tr>
<tr>
<td>labor</td>
</tr>
<tr>
<td>operating expenses</td>
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</tbody>
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When the total of those numbers added together is less than total sales, the business is profitable. Average numbers for independent bookstores for these metrics is COGS at 54%, labor at 24%, and expenses at 23% (rent 11%, other 12%) with no profit (actually 0.7% loss).

Cost of Goods Sold (COGS)
Cost of Goods Sold (COGS) is the greatest expense of any retailer. This represents the products that make up the business’s inventory, and for healthy business operations, this number should be in the range of 45%-55%. Inflation will add to the challenge of reducing COGS.

What we see: BSB COGS is over 62% and probably the biggest impediment to profitability. This number needs some further investigation. If all the books are being purchased at 40+% discount, this number should be under 60%. Fees to IndieCommerce do account for 2% that you weren’t seeing in 2019, but COGS was 55%, so there’s still 5% growth in COGS between 2019 and 2021. Perhaps you may be purchasing more books than you are selling and that is pushing your COGS higher. Opportunities would include applying more scrutiny to inventory management and carrying more sideline (high margin) items.
Labor
After the Cost of Goods Sold (COGS), the cost of labor is any retail operation’s second highest expense. Generally speaking, reducing the cost of labor is a positive move for the financial health of a business. That assumes that those labor reductions are a result of creating efficiency in some manner, not by simply dropping revenue-generating activities, or reducing the quality of the goods or services being provided. For most independent bookstores and retail businesses generally, the average labor percentage range - and a healthy/safe range to plan for - is 24-25%.

What we see: Buffalo Street Books’ labor percentage is high - currently ~30%. This is partially a factor of having all the BSB labor paid (many other independent bookstores have owners working without pay) and its commitment to paying fairly. Opportunities to move in line with industry standards for payroll and towards profitability are small based on current operations and previous efforts already made in this arena, but should not be dismissed out of hand. If labor costs are too high, it threatens long-term sustainability. This is one of the difficult trade-offs in mission-driven businesses that want to fairly compensate workers through liveable wages and benefits. We detail recommendations and potential impact later in this report.

Operating Expenses
The cost of running a business--rent and postage and computers and marketing and office supplies and all of that--typically adds up to almost as much as labor. The industry average is around 23%, including 11% rent and 12% other expenses.

What we see: BSB is actually under industry averages, because you have a very affordable rent, accounting for only 7% of sales. When looking at other expenses, BSB is at 14% compared to 12% industry average, so you’re pretty close there and we don’t see any obvious opportunities to lower that. Although it never hurts to take a look at what’s being spent on computer, office supplies, postage, professional fees, etc. and see if some savings can be found; given your financial position, you can’t afford not to unturn every stone.

Purchasing
Purchasing choices and practices impacts both COGS and labor, which directly correlate to both pricing (a major consideration for customers) and margin, which ultimately determines the profitability of the business. Streamlined purchasing - from product selection, to replenishment ordering, to invoice processing - can have significant financial implications on the day to day operational costs of doing business.

What we see: BSB is currently purchasing through several individual publishers, which provides a greater discount on products, but is a spend of high cost labor (GM and assistant manager.) We looked at the labor savings potential of streamlining purchasing to focus on Ingram in hopes of uncovering potential labor savings. When we dug deep, we saw that the potential change was basically a wash - labor would decrease, but costs would increase at about the same rate. A wholesale change to Ingram won’t make sense, however, we still see exploring options here to consolidate some of the purchasing channels as wise, because the time savings would free up more hours for expanded sidelines purchasing, and pursuing new projects.
**Customer Traffic**
More traffic = more sales. Higher frequency of store visits and higher volume of individuals visiting a retail location will positively impact the sales of that business, assuming their product mix and stock levels are of at least median-level interest to the general population.

**What we see:** Bringing more shoppers (unique or returning) into the store will be a critical component of long term growth, and a metric to monitor as BSB implements new programs and initiatives. We see member engagement as well as operational pivots, including some simple marketing initiatives as a means to achieving this end.

**Co-op Membership**
As a consumer cooperative business, BSB is owned by its members, and open to everyone to shop. A known factor in cooperatives is that ownership correlates with shopping, and the stronger the sense of ownership, the higher the rate of shopping frequency will be, overall, by member-owners. Sense of ownership and responsibility for the business are driven by frequency and quality of communication/engagement, frequency of use by members (catch-22, we know!), community ties, and - most importantly - whether the business is meeting the needs of the owners it serves.

**What we see:** The co-op is a beloved stalwart of the community, which is why its ownership has continuously supported BSB through troubled times. We see opportunities to leverage the ownership to generate stronger sales through a stronger connection with member-owners. This includes the implementation of owner benefits, which would serve to build on member relationships with existing member-owners, as well as attract new members.

**Marketing**
Good marketing works. It's a known fact that investment in promoting both general awareness of a business and specific products, initiatives and events will increase sales. The great news is that today, a significant portion of marketing is online, and extremely cost effective, and, especially for a small business, old fashioned simple tactics in real life can still move the needle.

**What we see:** The BSB brand presence is lovely, with a simple, clean aesthetic in and around the store, and a nice look online- clean, vibrant and attractive.

Lisa said “Honestly, we don’t have a clear marketing plan.” So there’s a huge opportunity to reboot and refine how BSB communicates with its shoppers, members, and neighbors in a way that focuses those folks where you need them. Strategically telling the story of Ithaca’s community-owned bookstore can be a compelling way to draw in customers, both old and new. This will be particularly exciting as BSB looks at new offerings and projects. Yay!
IMPROVEMENT SCENARIOS

The following options were presented by BSB as solutions under consideration to address the problems the business is experiencing. We explored each of these in conversation with Amy and Lisa, which are informing our thoughts laid out below each numbered option.

1. **Re-rent the reading room adjacent to the store** and partner with someone in town to open a coffee shop, tea shop, or wine bar which will also serve as an event space for our literary programming and to rent out to other arts organizations.

   *seven roots:* We think this has legs! The critical piece will be seeking and establishing the right partnership with the right folks and the right terms to make this a success. Ideally, this initiative will augment an already profitable or break-even operation, as we’ll outline later.

2. **Establish a membership program or Patreon program** where customers can donate to the store at various levels and receive various benefits in return. This would be separate from ownership in the coop so customers could choose ownership, membership, or both.

   *seven roots:* Yes, we’re recommending adjusting operations and implementing a membership program to incentivize shopping by owners. More on that below.

3. **Amend our bylaws to require an annual contribution for ownership,** similar to the structure used by [Asbury Book Cooperative](https://asburybookcoop.org) in Asbury Park, NJ. (Note that Asbury Book Coop also gives its owners a discount on books, something we do not currently do.)

   *seven roots:*
   
The Asbury Book Cooperative membership is structured in the following way:
   
   - **Solidarity $200:** 15% discounts on all purchases. Invited to quarterly member sale days and special member events.
   - **Support $100:** 10% discounts on all purchases. Invited to quarterly member sale days and special member events.
   - **Standard $50:** 10% discounts on all purchases. Invited to quarterly member sale days.
   - **Sliding Scale $25-49:** Choose your support level. 10% discounts on all purchases. Invited to quarterly member sale days.
   - **Special Categories**
     - **Local Author $100:** 10% discounts on all purchases. Invited to quarterly member sale days and special member events.
     - **Youth $15:** 18 years and under. 10% discounts on all purchases. Invited to quarterly member sale days.
   - **Donors**

   This is a model that BSB could consider adapting, but discounting purchases does not appear to be a workable financial option for the store. To explore fully, we’d want to see a deep dive into the details of Asbury’s finances and practices to determine how this works. At face value, the scenario offers significant upfront legal and logistical work, with more loss for BSB - equity and discounts - than gain in the short and medium term. If explored and pursued, this approach would have to have a strategic plan built around this.

   We’ve written more about donations and membership structure later in the report.
4. **Form a literary nonprofit** that is adjacent to the cooperative, with its own board and budget, and shift all events programming over to this balance sheet, similar to the structure employed by *Kepler’s Books* in Menlo Park, CA. This would allow us to receive money from foundations and give people a tax-deductible way to donate to us.

*seven roots*: We agree with Amy’s assessment in our first meeting, this is not likely to yield the results you’re looking for. We do not see value in converting to a non-501(c)3 like *Sectary Coop Bookstore* in Chicago. We do not recommend pursuing this option.

5. **Moving the store to another location** (though we have always been at this current location and one huge obstacle to moving is the fact that we’re named after the street on which we have our storefront). But problems that we could potentially solve if the right space arose include: lowering our rent and/or renting a smaller space to better fit our inventory, improving the physical plant (our current space needs investment in new).

*seven roots*: Per our kickoff conversation, we also agree with Amy and Lisa here - this doesn’t feel the strongest, or most viable of the options being examined. Currently your rent is below industry average, so it seems unlikely to be the key to profitability issues.

Based on the review and discussion we’ve had together, **we believe that the co-op is capable of eliminating some of its operating loss through strategic changes to its current operations - both through reducing expenses, as well as moves to change the balance of revenue and margin to produce more actual income**. Think of this as triage for the crisis that simultaneously stabilizes the existing business structure. The goal is to keep the operational losses small/manageable so they can be covered by donations and an adjacent revenue stream.
RECOMMENDATIONS

We're providing several approaches here. None are adequate to address the gap in funds on their own, and would require further review and exploration, as well as hasty implementation to provide financial relief to the co-op before cash runs out. Within these plans, exact details will evolve as the project progresses, however, based on the information we have now, we believe these basic equations to be the strongest and most expeditious paths to sustainability. The following concepts outline our recommendations.

OBJECTIVE #1: Grow income

**Method: Diversify product offering - increase sidelines to 15-20%+ (additional sales)**

Sidelines represent 7% of sales at BSB. In the Abacus report, as well as through additional research, we see that other bookstores have sidelines making up 15-30% of sales volume. We believe this is the most significant area of opportunity for BSB to increase financial viability.

The key here is a simple plan for implementation. Stick with a handful of suppliers for this section (no more than 4, less if possible) - we're recommending increasing your purchasing from Faire.com for its attractive products, broad inventory, and your existing account/relationship.

Don’t worry about local sourcing for now. Local sourcing is wonderful and it can be labor-intensive (more on labor later). You’re in survival mode. In the future, when BSB is known as “the great co-op bookstore with really cool wares”, local folks may come to you. Right now, stay focused on keeping the doors open with an easy to use distributor.

We're recommending pursuing an expanded sidelines department. The goal of this initiative is to grow overall sales by 7-10%. Expanding sidelines to be 2-3 times what it is today, will mean going from ~$30k to around $80k. Assuming book sales remain constant, $80k in sidelines means a 7% increase in store sales and $100k puts total sales growth at 10%. Lisa has said adding $10k is possible this year and we highly encourage more growth here long-term.

**Potential dollars:** $5,000 in 2022 ($10k in additional sales assuming 50% margin) $20-30,000 long-term ($40-60k in additional sales assuming 50% margin)
**Method: Increase used book sales**
The more used books sourced and sold, the lower the COGS. Used books are essentially gravy when it comes to COGS. Your survey respondents have also indicated strong interest in more used books (31%). During 2021, your used book program yielded $2,268, which, with some modest growth, could conservatively mean $5,000 in annual sales. If you can find a way to grow without adding much labor or inventory cost (see ideas below), we'd like to push this and aim to increase used book sales to $20,000 annually.

To do this, we're recommending advertising the book donation option to owners, the public and - importantly - students. This program should be advertised as a socially-appropriate option for students in particular, in hopes of capturing their end of semester rush to leave town, apartments, etc. Pursuing the partnership with Re-Use may yield some benefits as well.

In addition to volume, consider whether there is room for modest price increases on used books that might create a big impact over the course of the year.

**Potential dollars:** $3,000 over 2021, hopefully more long-term

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**Method: Increase store traffic**
More folks = more dollars. To facilitate higher traffic, we’re recommending the following:

- **Create and implement a strategic marketing plan** showcasing new product lines (sidelines) and initiatives (use book drop!) A few ideas for the plan, below
  - Strategic merchandising (emphasize impulse buys)
  - Window displays of sidelines
  - Partner with local pop up businesses who have their own following. Host pop up events (where they do all the work!) 1-2x/month. *(Think: Cottage bakers, artisans, etc. Again, stick with folks who will bring some hype.)*

- **Physical space improvements** *(it may be wise to select one or two more here - we trust you’ll know the answer to that!)*
  - In the short term, fix up the “extra room”, create a walkway into the store with a barrier (stanchions or otherwise) to reduce the impression that the room is, in fact, an unused part of the store
    - Note: additional long term ideas for the “extra room” are included below
  - Replace outdoor awning

**Potential dollars:** Unknown. Sprucing up the extra room could increase expenses and labor (unless it’s a volunteer venture!), and fixing up/replacing the awning will add somewhat to expenses, but increased foot traffic will increase sales, which will ultimately positively affect profitability.
OBJECTIVE #2: Reduce expenses

**Method: Reduce COGS**
Figure out why BSB's cost of goods grew from 55% to 62% since 2019 and get it back to 55%. If in 2021 your COGS was at its 2019 rate, you would have only lost $20,000, instead of $60k. This one factor has the largest potential impact on profitability. If you continue to have high COGS, increasing sales won't help. (It's like the old joke: “We’re losing so much money on these!” “Yeah, but we’re making up for it in volume!”) Figuring out what is at the heart of this might be difficult to determine, especially if those who are most familiar with the business don’t have readily identified prime suspects to pursue. It might take a detailed audit of the business’ finances (which would require expense and/or labor to complete).

**Potential dollars:** $15-40,000

**Method: Keep an eye on labor costs, reduce if possible**
Again, BSB labor costs are high, approximately 5% higher than industry averages.. That may be because BSB is consciously treating its employees well (yay!) and it should be a number that is always under scrutiny with an aim to efficiency. In other words, just because you want to be generous, doesn’t mean all bets are off and you stop tracking labor closely; always be working to right-size this number. Utilizing BATCH for invoice payments could lower hours for bookkeeper and receiver; pursuing other similar initiatives is recommended. And as BSB makes progress on the other objectives, the more that can be achieved without increasing labor, the better. Each daily labor hour translates to $5,000 annually.

**Potential dollars:** n/a

*NOTE: Over time, our ultimate goal for reducing the labor cost percentage is through higher sales and limiting labor costs as much as possible.*
Method: Reduce overall complexity wherever possible
This recommendation represents a mindset shift and examination of all current activities. The business is at risk of ceasing operations. Now is the time to seriously evaluate all projects, initiatives and activities that do not directly and unequivocally benefit the bottom line. In the short-term, eliminate what you can. There is a strong tension here for how much the mission drives the margin and how much labor can be applied to mission when cash is short. The difficulty BSB currently faces is that you can’t get to a triple bottom line if that first bottom line shows that you’re out of money.

The pseudo-exception here is strategic marketing - which of course is designed to benefit the bottom line, but is sometimes difficult to tie to numbers. Consider temporarily pausing all projects, collaborations, etc that will not generate 40-50% margin, in return for minimal investment of labor. As Lisa said, this is a good reminder to be mindful of where you put time and to always work to combine community outreach efforts with as much of a positive impact on the bottom line as possible. That may include: workshops/events, custom products, collaborations, etc. Those things could be arranged by member-owners or board members on a volunteer basis. This may also represent an opportunity to increase member engagement. But ultimately, we recommend BSB be on solid financial footing before investing much in non-bookselling activities.

Potential dollars: Unknown. Challenging to quantify but definitely impactful.

Method: Streamline purchasing
We explored consolidating all of your purchasing to Ingram to see how that might impact you financially in terms of labor hours and dollars. By our calculations, your COGS would go up by $16-17k, which would be equal to around 15 hours of labor per week at the BSB average wage. Since your ordering time averaged 15 hours weekly, a wholesale change is clearly not going to save money outright.

That said, we do urge you to explore any opportunities to simplify purchasing practices. The complexity of maintaining order schedules, payment schedules, delivery, returns and relationships with dozens of publishers adds significant cost to BSB operations that aren’t possible to tease out from this bird’s eye view, but certainly impact the bottom line. We’ve heard the rule of thumb that it costs $100 in operational costs for every small vendor order placed, processed and paid. Considered over the long term, we see opportunity here with the many vendors BSB currently engages with.

Potential dollars: Unknown. Likely small financial impact immediately, but the objective here is to create space for new revenue-focused projects.
OBJECTIVE #3: Get more stakeholders invested in your success

Method: Build membership
As the leadership has indicated, membership, at present, lacks luster and interest from the community. Upon review, we see this as related to three primary factors:

- Minimal benefit to owners in relation to the cost
- High cost
- Lack of awareness

These factors seem to be confirmed by the BSB survey results, where non-owners indicated their reasons for not joining the co-op to date:

- “Doesn’t seem necessary as a customer” - 22.8%
- “Too expensive” - 17.5%
- “Just haven’t gotten around to it yet” - 16.7%
- “I wasn’t aware that BSB was a cooperative or that I am eligible to join” - 13.2%
- “Don’t understand how it works” - 11.4%

Membership, it would seem, needs a reboot! We are recommending the following:

1. **Implement member benefits** that are enticing to customers, and also incentivize shopping. The ultimate goal for benefits is to be a high value to member-owners and low cost to the co-op. We’ve created a list of possibilities below.

2. **Reduce the cost of ownership.** The $250 price tag is likely a barrier to many folks. Consider a lower cost of ownership and possibly a tiered model incorporating a student membership rate. This issue is tough, complicated, and probably complex. In our experience, the specifics vary by state and individual co-op, but the process for reducing the cost of owner shares would require the co-op to pay back existing owners for their equity in some fashion. It could happen over time, it could potentially happen in the form of store credit. It may not be a worthwhile initiative in the short term, but in the long run, gaining ownership and fostering their patronage are critical, potentially making the possibility of business survival more viable in the long run. You’ll want to consult with a cooperative attorney to determine what’s possible here.

Bringing the price point of ownership under $100 could get BSB below a major price psychology barrier. A hypothetical scenario: Using the example of $85 owner shares, the co-op could return equity to current owners in the form of annual store credit over the course of ten years. That equation could look like this -

- **Payout total:** $16.50 store credit x 800 owners = $13,200
  - *there may be an opportunity to have owners donate back their payout
- **Actual cost:** $7,920 annually (assumes 40% margin, a low assumption)
- **Break even (first 10 years):** 94 new owners annually/8 owners monthly

“Break even” ownership growth may not be realistic. But enticing owner benefits and a palatable cost structure will set the co-op up for success in ownership growth.

**Consider student membership.** Without data to work from, it’s difficult to quantify the opportunity here, but a student membership, tied to the student discount, could bring in additional equity dollars. Student memberships could be short term, running to the close of the student’s collegiate tenure.

Increasing membership is a critical long-term goal for all co-ops and a necessary initiative for BSB. It is not likely to be a quick fix, however, and should probably be viewed as a strategy to begin building while implementing other recommendations, especially those focused on communication and messaging.
Owner Benefits Ideas (some of these you’re already using!)
● Free shipping
● 10% discount to students
● Member only events
● Pre-sale releases
● Swag when joining, voting, etc (e.g. autographed books)
● Give away sample books (“Mystery Book” program)
● Free gift wrapping
● Rewards/punch card with incentives
● New member-owner onboarding deal (e.g. 10% off your first month)
● Birthday rewards
● Free drinks in a future cafe!
● Member trade-in program
● Member appreciation days (discount days)
● Free book on birthday for kids
● Member-only partner deals with local businesses
● Member picks

**Potential dollars:** Unknown (likely small in 2022, growing in future years)

**Method: Develop a member engagement strategy + plan**
BSB is candid and transparent with its ownership. Communication happens approximately monthly, primarily by email, with three major owner events annually: an annual meeting, a holiday event, and board elections. BSB leadership recognizes that as a whole, owners’ level of engagement with the co-op is low, and opportunity exists to leverage the ownership to benefit the business entity by building stronger connections.

Create a strategic marketing plan with goals and metrics for engaging with the ownership. From there, build out the plan, including actual initiatives and benefits, as well as communication around those things. Going forward, measure the success of your efforts, and adjust as necessary to optimize engagement, particularly as it results in sales.

**Potential dollars:** Unknown. TBD by the co-op’s capacity and interest implementing initiatives, and the resonance with member-owners.

**Method: Member capital investment**
The above changes will take time and cash might run out before the store is running closer to profitably. It can be labor intensive to run a capital campaign, but that labor can also be volunteer. It's also possible to do a smaller non-public targeted campaign to build a bit of a cushion. These initiatives work best when the funds are used to implement an exciting initiative (Expansion! Remodel! Cafe! Etc!), although some co-ops have raised funds in similar situations to yours. Perhaps a goal that combines a financial buffer with new carpeting and awning could be successful. Proper messaging and legal support would be vital here.

**Potential dollars:** TBD by structure + possible capital projects
**Method: Ongoing owner contributions** We've discussed the idea of requiring ongoing financial contribution to the store as a model for generating cash. In our experience with cooperative structures and retail operations overall, high costs of ownership, particularly ongoing high costs, is a turn off and unlikely to be successful. For context, most food co-ops that have continuous membership fees are in the $10-15 range annually, and begin with one one-year payment.

Expectations of the consumer/retailer relationship are deeply ingrained in our culture. Investing cash on an annual basis for the privilege of paying full list price for products if/when we need them is not how Americans think about commerce.

At this point, we expect that required annual donations would lead to a drop in existing ownership as folks choose not to renew due to cost/benefit analysis, while simultaneously making ownership less enticing to potential new owners. The cultural reality we see is that book-impassioned folks like the BSB leadership are rare. Your dedication is inspiring, and unlikely to carry through to a critical mass. Books are vitally important to society and quality of life, and not a day-to-day essential like groceries, childcare, utilities, etc (other areas of cooperative models) which makes your job of rallying enough support harder.

**Potential dollars:** Not recommended. See below for recommended models for regular owner donations

**Method: Planned giving**

While tying mandatory annual payments to ownership is likely unrealistic, pursuing donations and/or sponsorships from ultra-dedicated owners in an organized annual fashion is part of the co-op's desired financial model. The current structure and incorporation of the business does not provide for tax-deductible charitable donations to Buffalo Street Books. However, we see two options for launching annual giving campaigns for the co-op:

1. **Act like a non-profit** Essentially, this would look like a classic non-profit annual campaign. Tiered levels of giving, benefits associated with each, and public recognition of all donors. The catch for the donors would be that their gifts would not offer a tax advantage, which BSB would need to indicate clearly. (but not promote!) Ongoing gifts through Patreon could be one of the vehicles for donation in this scenario.

2. **Partner with a non-profit to develop a donation pass-through relationship** Much of this would look the same as #1, but with the benefit of the donations being tax-deductible. Non-profit pass-through arrangements partner a non-profit with a non-501C3 organization to accept donations on their behalf, typically taking a percentage of donations before passing along to the partner business. This allows for donors to receive tax benefits for giving money to for-profit organizations. Cooperative Development Services through their Cooperative Development Fund of [CDS](#) has supported many co-ops via pass-through donations. (You can check out their [FAQ here](#).) This option, paired with a non-profit-style giving campaign, could be the annual funding solution BSB is seeking.

Additionally, if the lower membership cost is implemented, you could explore the possibility of asking members to donate their payout amount.

**Potential dollars:** TBD by structure
THE EXTRA ROOM

Of course, the extra room is a major factor in what brings us all here today. And, ultimately, the co-op does not have time for a hail mary - the room - to be THE answer, certainly not in the short or medium term due to the inevitable timelines associated with planning, etc.

Again, we see the primary path to financial stability in everyday operations. Addressing the operating losses should be priority one, could reduce financial pressure immediately and buy time for new initiatives and efforts to kick in at an impactful level. However, we do think that the space can be an asset to the store’s balance sheet!

We are recommending that while the co-op pursues some of the measures outlined throughout this report (timing TBD by capacity), that an RFP be issued to the community for operation of a cafe-style operation (defining this broadly will allow for maximum creativity in submissions, we hope!) The RFP should include the following parameters, this list is not comprehensive:

- Self-funded startup - all project costs and buildout to be paid for by the operators. Agreement to host a rotating wall art gallery-style, a program that will benefit the bookstore as well as the collective community and local artists
- Cross merchandising of BSB merchandise
- Willingness to operate cooperatively with the bookstore for mutual benefit, including providing some TBD benefit to co-op owners.

Financially, this arrangement must provide a consistent revenue stream covering, at minimum, the associated rent increase and other potential expenses for BSB associated with the collaboration.

The benefit here is primarily to increase traffic into the BSB space, which will increase sales, particularly of sidelines (yes! some related to coffee/tea.) Providing benefits to BSB owners would support ownership growth/equity income, a metric that is challenging to quantify. The gallery program would directly benefit BSB, as the store would take a commission on any art sold from the space. We see lots of great potential here, but we don’t necessarily see this as a guaranteed short-term success or a solution to the short-term cash problem.

Note: This RFP timeline could potentially be fast tracked if it were taken on by a board member or volunteer to begin the process while other measures are being implemented.

Extra Room V2

If BSB could raise capital to support startup costs, the financial equation (and process) could shift significantly. We see startup funding as the primary barrier to direct financial benefit from the space. If the cafe operation were owned by BSB with some type of mutually-beneficial operating arrangement in place with a local roaster or existing coffee shop, this could yield more cash from operations for Buffalo Street Books in addition to the benefits outlined above. In this scenario where grant funding or a large capital campaign could fund the buildout of the cafe, BSB owners could also be engaged throughout the planning process which, in other cooperative categories, yields greater patronage once the space is open for business. This would be highly dependent on the volume of capital available, as well as the possibilities for partnership. Given the highly tenuous nature of foodservice operations, we’re hesitant to recommend that BSB pursue this option solo.

In the meantime...

BSB is facing immediate pressure to commit to or relinquish the space. Because none of the scenarios outlined to this point are quick turnaround, the board and management might consider whether any of the options above have legs. Assuming yes, the group could indicate interest to the landlord, deferring rent for as long as possible.

sevenroots Design + operational support for co-ops and natural foods stores. sevenrootsgroup.com
RECOMMENDED NEXT STEPS

1. Review this report. Compile questions, thoughts, reactions and pushback. Then, let’s talk!
2. Get organizational buy-in from the board and staff
3. Organize and prioritize
   a. Figure out where you need help
   b. Explore cash infusion
   c. Identify things you can do right now; attack those initiatives
   d. Start on the big-impact projects that need long lead times
FINAL THOUGHTS

No margin, no mission.

As you look at the core values and priorities of your business and what BSB means to you and your community, for now, financial health—building cash reserves and moving towards profitability—needs to be #1.

Here is a look at historical financial performance (skipping the outlier of 2020), recommended changes, and the impact on a hypothetical 2022.

Note: It is already March and most of these changes will take time; the table below essentially reflects a full year of changes as an illustration, to show a path to profitability. It is likely that even if all recommendations are implemented successfully, a short-term cash infusion may be needed to remain solvent during this transition period.

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2021</th>
<th>Change</th>
<th>“2022”</th>
</tr>
</thead>
<tbody>
<tr>
<td>NET</td>
<td>$37k</td>
<td>$60k</td>
<td>BIG TURNAROUND</td>
<td>$2k</td>
</tr>
<tr>
<td>SALES</td>
<td>$560k</td>
<td>$579k</td>
<td>+ Sidelines (50%)</td>
<td>$602k</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>+ Used books</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>+ $10k annual growth</td>
<td></td>
</tr>
<tr>
<td>INCOME</td>
<td>$566k</td>
<td>$591k</td>
<td>Other income same</td>
<td>$640k</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>+ $25k planned giving</td>
<td></td>
</tr>
<tr>
<td>COGS % of S+I</td>
<td>$309k</td>
<td>$359k</td>
<td>Keep total COGS (dollars) mostly flat</td>
<td>$343k</td>
</tr>
<tr>
<td></td>
<td>55%</td>
<td>62%</td>
<td>mostly flat while growing sales.</td>
<td>57%</td>
</tr>
<tr>
<td></td>
<td>55%</td>
<td>61%</td>
<td></td>
<td>56%</td>
</tr>
<tr>
<td>TOT EXP</td>
<td>$295k</td>
<td>$292k</td>
<td>(Total dollars increases slightly; rate way down)</td>
<td>$295k</td>
</tr>
<tr>
<td></td>
<td>50%</td>
<td>53%</td>
<td>+ $3k</td>
<td>49%</td>
</tr>
<tr>
<td>LABOR</td>
<td>$177k</td>
<td>$169k</td>
<td>Keep total labor flat, slightly decrease rate</td>
<td>$169k</td>
</tr>
<tr>
<td></td>
<td>32%</td>
<td>29%</td>
<td>$0k</td>
<td>28%</td>
</tr>
<tr>
<td>OP EXP</td>
<td>$118k</td>
<td>$123k</td>
<td>(Rate stays flat; total increases modestly)</td>
<td>$126k</td>
</tr>
<tr>
<td></td>
<td>21%</td>
<td>21%</td>
<td>+ $3k</td>
<td>21%</td>
</tr>
<tr>
<td>RENT</td>
<td>$36k</td>
<td>$41k</td>
<td>Rent cost remains same</td>
<td>$41k</td>
</tr>
<tr>
<td></td>
<td>7%</td>
<td>7%</td>
<td></td>
<td>7%</td>
</tr>
<tr>
<td>OE - RENT</td>
<td>$81k</td>
<td>$83k</td>
<td>Keep rate of non-rent operational expenses flat</td>
<td>$86k</td>
</tr>
<tr>
<td></td>
<td>14%</td>
<td>14%</td>
<td>+ $3k</td>
<td>14%</td>
</tr>
</tbody>
</table>

Note: percentages based on sales, not income. In “2022”, COGS + TOT EXP = ~100% but a profit is shown thanks to additional income (BSB First subscriptions, A/R sales, Libro.fm income, etc.)

sevenrootsgroup.com Design + operational support for co-ops and natural foods stores
4.2 East Hill Fire Station Relocation - Authorize Transfer of Property and Assignment of Option to IURA

By Alderperson Lewis: Seconded by Alderperson Gearhart
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, and

WHEREAS, Section 507 of General Municipal Law authorizes disposition of real property without auction or sealed bid via an urban renewal process, and

WHEREAS, the Common Council requests the Ithaca Urban Renewal Agency ("IURA") review the terms of the proposed Option Agreement and structure a proposed disposition agreement to relocate the East Hill Fire Station; 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 with the Developer 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.

Alderperson Barken recused himself from the discussion and vote on this item to avoid an appearance of a conflict of interest.

A vote on the Resolution resulted as follows:
   Ayes (9) Brock, McGonigel, Nguyen, Brown, Gearhart, Mehler, DeFendini, Cantelmo, Lewis
   Nays (0)
   Recusals (1) Barken

Carried 9-0-1

STATE OF NEW YORK
COUNTY OF TOMPKINS SS:
CITY OF ITHACA

I, Julie Conley Holcomb, City Clerk of the City of Ithaca, do hereby certify that the foregoing resolution is a true and exact copy of a resolution duly adopted by the Common Council of said City of Ithaca at a regular meeting held on the 1st day of June 2022, and that the same is a complete copy of the whole of such resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the Corporate Seal of the City of Ithaca, this 2nd day of June 2022.

Julie Conley Holcomb,
City Clerk
City of Ithaca, New York
Proposed Resolution
IURA Economic Development Committee
June 7, 2022

Designate 311 CA Associates, LLC as a Qualified & Eligible Sponsor for the East Hill Fire Station Urban Renewal Project

WHEREAS, on June 3, 2022, 311 CA Associates, LLC (Applicant) submitted an application to be designated a "qualified and eligible sponsor" to potentially acquire the East Hill Fire Station property located at 309 College Avenue through a negotiated disposition process in accordance with urban renewal law, and

WHEREAS, the City of Ithaca (City) entered into an option agreement with the Applicant dated February 22, 2022 ("Option Agreement") that permits, but does not require, the City to sell 309 College Avenue to Applicant 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, on June 2, 2022, the City approved transfer of 309 College Avenue to the IURA, and assignment of the Option Agreement to the IURA, for the purpose of structuring a proposed disposition agreement for consideration by the City of Ithaca Common Council, and

WHEREAS, Section 507 of General Municipal Law authorizes disposition of real property without auction or sealed bid via an urban renewal process, and

WHEREAS, 309 College Avenue is located within the IURA Urban Renewal Project Boundary Area, and

WHEREAS, pursuant to Section 508 of General Municipal Law, the IURA may designate a Qualified and Eligible Sponsor to purchase or lease property from the IURA to undertake an urban renewal project, subject to a determination that a Sponsor meets the following IURA evaluation criteria:

• Financial status and stability
• Legal qualifications to operate in the State of New York and to enter into contracts with regard to disposition, use, and development of land in question
• Previous experience in financing, use, development, and operations of projects of a similar nature
• Reputation and proof of fair, reputable, and ethical business practices and record devoid of convictions, and

WHEREAS, 311 CA Associates, LLC registered with the New York State Department of State as a domestic limited liability company in 2018 and is authorized to legally operate in New York State, and
WHEREAS, per the Option Agreement, the prospective Sponsor has delivered a letter of credit to the City in the amount of $4,500,000 to secure full payment of the purchase price, and

WHEREAS, per the Option Agreement, the Applicant verifies ownership control of property located at 403 Elmwood Avenue and 408 Dryden Road, which properties are assessed at $2.5 million, and

WHEREAS, the Sponsor team is led by Philip Proujansky who has extensive development and financing experience in Tompkins County as Managing Partner of the Integrated Acquisition and Development Corporation, including the Catherine Commons, College Circle, and the Breazzano Center projects, and

WHEREAS, at its June 7, 2022 meeting, the IURA Economic Development Committee reviewed submitted qualifications and compared them to the IURA Sponsor evaluation criteria and recommended the following; now, therefore, be it

RESOLVED, the IURA hereby finds 311 CA Associates, LLC satisfies IURA sponsor criteria and designates 311 CA Associates, LLC as a "Qualified and Eligible Sponsor" to undertake an urban renewal project involving potential acquisition of 309 College Avenue.
PROPERTY ADDRESS: 309-311 College Avenue, City of Ithaca

EVALUATION CRITERIA FOR QUALIFIED & ELIGIBLE SPONSOR (I.E., “PREFERRED DEVELOPER”):
- Financial status and stability
- Legal qualifications to operate in the State of New York and enter into contracts with regard to disposition, use, and development of land in question
- Previous experience in financing, use, development, and operations of projects of a similar nature
- Reputation and proof of fair, reputable, and ethical business practices, and a record devoid of convictions

CONSIDERATIONS FOR APPROVAL OF AN URBAN RENEWAL PROJECT:
- Improve the social, physical, and economic characteristics of the City of Ithaca and the immediate area impacted by the urban renewal project
- Expand access to quality, affordable housing
- Strengthen neighborhoods and local economy
- Implement adopted plans and initiatives of Ithaca Urban Renewal Agency and the City of Ithaca

— PART 1. APPLICANT INFORMATION —

Applicant Name(s): 311 CA Associates, LLC
Address 1: 15 Thornwood Drive
Address 2: P.O. Box 4860 Ithaca, New York 14852-4860
City, State, & Zip Code:
Telephone: 607-257-5050 Cell Phone: 607-227-6018 E-Mail: philp@inteprop.com

Applicant is:

☐ Individual(s)
☐ Corporation Year: State: 
☐ Partnership Year: State: 
☐ Sole Proprietorship Year: State: 
☐ Limited Liability Corporation Year: 2018 State: New York
**CONTACT PERSON** (if different from Applicant):

Philip Proujansky

Name(s):

15 Thornwood Drive

Address 1: ____________________________  City, State, & Zip Code: ____________________________
P.O. Box 4860  607-257-5050  607-227-6018

Address 2: ____________________________  City, State, & Zip Code: ____________________________

Telephone: ____________________________  Cell Phone: ____________________________  E-Mail: phil@interprop.com

**NATURE OF BUSINESS/ORGANIZATION:**

develop, own and rent real estate

**COMPANY/ORGANIZATION ATTORNEY:**

Name(s):

Firm Name:

Address 1: ____________________________

Address 2: ____________________________  City, State, & Zip Code: ____________________________

Telephone: ____________________________  Cell Phone: ____________________________  E-Mail: ____________________________

**COMPANY/ORGANIZATION ACCOUNTANT:**

Thomas Harrington

Name(s):

Dimarco Abusi and Pascarella CPAs

Firm Name: ____________________________

Address 1: 4 Clinton Square, Suite 104  Syracuse, New York 13202

Address 2: ____________________________  City, State, & Zip Code: ____________________________

Telephone: 315-475-6954  tharrington@dimarcocpa.com

Cell Phone: ____________________________  E-Mail: ____________________________
**COMPANY/Organization Officers:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philip Proujansky</td>
<td>Member and Member of Executive Committee</td>
</tr>
<tr>
<td>John Novarr</td>
<td>Member and Member of Executive Committee</td>
</tr>
</tbody>
</table>

(attach additional list, as needed)

**COMPANY/Organization Principals (Shareholders/Members):**

<table>
<thead>
<tr>
<th>Name</th>
<th>% Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philip Proujansky</td>
<td>60</td>
</tr>
<tr>
<td>John Novarr</td>
<td>40</td>
</tr>
</tbody>
</table>

(attach additional list, as needed)

**DUE DILIGENCE:** (answer following questions regarding Applicant and all affiliated entities which share at least 50% ownership interest with Applicant)

1. Is the company current in all its tax obligations?  
   - Yes  
   - No  
   Explain: ____________________________

2. Is the company delinquent in the payment of any loan?  
   - Yes  
   - No  
   Explain: ____________________________

3. Has the company been declared in default on any of its loans?  
   - Yes  
   - No  
   Explain: ____________________________

4. Has the company ever filed for bankruptcy?  
   - Yes  
   - No  
   Explain: ____________________________

5. Have any of the company’s principals ever personally filed for bankruptcy or in any way sought protection from creditors?  
   - Yes  
   - No  
   Explain: ____________________________

6. Are there currently any unsatisfied judgments against the company?  
   - Yes  
   - No  
   Explain: ____________________________

7. Are there currently any unsatisfied judgments against any of the company’s principals?  
   - Yes  
   - No  
   Explain: ____________________________

8. Are any of the company’s principals or the company involved in any pending lawsuits?  
   - Yes  
   - No  
   Explain: ____________________________

9. Is the company a not-for-profit corporation?  
   - Yes  
   - No  
   If “Yes,” explain if property will be exempt from property taxation: ____________________________
10. Please list all properties in the City of Ithaca owned by the Applicant and all properties owned by any individuals/entities with a 20% or greater ownership interest in Applicant’s company. (This will be used for analysis of compliance with all applicable local laws/regulations, consent agreements, Director of Code Enforcement orders, and current status on all taxes, assessments, fees, and penalties due the City):

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Owner(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

— PART 2. PROJECT INFORMATION —

PROPOSED PURCHASE PRICE:

Are you willing to pay Fair Market Value for the Site as determined by appraisal?  □ Yes  □ No

If “No,” please explain: Price is agreed upon in the Option Agreement dated February 22, 2022 between the City of Ithaca and 311 CA Associates, LLC

PROJECT TEAM:

Project Developer/Construction Manager: Integrated Acquisition and Development Corp.

Project Architect: To Be Determined (“TBD”)

Additional Project Team Members: TBD

PROJECT SUMMARY:

Market-Rate Housing: TBD (Units)

Below-Market Housing: TBD (Units)

Retail/Commercial: TBD (Square Feet)
Common Area: TBD (Square Feet)
Other: TBD (Square Feet)
Parking Spaces (Public Use): TBD (Parking Spaces)
Parking Spaces (Private Use): TBD (Parking Spaces)

**COMMUNITY BENEFIT SUMMARY:** INFORMATION NOT YET AVAILABLE

**Selected Social Community Benefits** (check each box if included in the project)
- Housing Units Affordable at 60% AMI: ☐
- Housing Units Affordable at 80% AMI: ☐
- Housing Units Affordable at 90% AMI: ☐
- Housing Units Affordable at 100% AMI: ☐
- Commitment to Utilize Local Construction Labor: ☐
- Commitment to Comply with Ithaca Green Building Policy: ☐
- Commitment to Pay Employees Living Wage: ☐
- Commitment to Implement Parking Demand Management Plan: ☐

$15.37/hr. (or $14.28/hr. if employer provides health insurance.)

**Selected Economic Community Benefits** (check each box if included in the project)
- Repair/Replace Aged Public Parking: ☐
- Creation of Full-Time Permanent Jobs: ☐
- Attract New Visitors to Downtown: ☐
- Attract New Workers to Downtown: ☐
- Attract New Residents to Downtown: ☐

**Selected Physical Community Benefits** (check each box if included in the project)
- Public Open Space: ☐
- Street-Level Active Uses: ☐
- Addresses City or Community Facility Needs: ☐

**PROJECT BUDGET SUMMARY:** INFORMATION NOT YET AVAILABLE

<table>
<thead>
<tr>
<th>Estimated Project Costs</th>
<th>Sources of Funds: Permanent Financing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Land Acquisition:</strong> $</td>
<td><strong>Equity/Cash:</strong> $</td>
</tr>
<tr>
<td><strong>Hard Costs:</strong> $</td>
<td><strong>Lender #1:</strong> $</td>
</tr>
<tr>
<td><strong>FFE &amp; Tenant Improvements:</strong> $</td>
<td><strong>Lender #2:</strong> $</td>
</tr>
<tr>
<td><strong>Soft Costs:</strong> $</td>
<td><strong>Other (list below):</strong> $</td>
</tr>
<tr>
<td><strong>Professional Fees:</strong> $</td>
<td></td>
</tr>
<tr>
<td><strong>Financing Costs:</strong> $</td>
<td></td>
</tr>
<tr>
<td><strong>Capitalized Interest:</strong> $</td>
<td></td>
</tr>
<tr>
<td><strong>Developer Fee:</strong> $</td>
<td></td>
</tr>
<tr>
<td><strong>Other:</strong> $</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL:</strong> $</td>
<td><strong>TOTAL:</strong> $</td>
</tr>
</tbody>
</table>

5 of 7
PROJECT TEAM:

Project Developer/Construction Manager: Integrated Acquisition and Development Corp.

Project Architect: TBD

Additional Project Team Members: TBD

— PART 3. REQUIRED EXHIBITS —

EXHIBIT A: PROJECT INFORMATION  NOT YET AVAILABLE

• Detailed physical description of proposed project, including any business or residential relocation which may result from undertaking the project. Provide projected square footage/units by use (e.g., retail, commercial, housing, parking spaces).
• Projected new full-time equivalent (FTE) employment.
• Projected changes in property tax revenues resulting from the project. If seeking tax abatements, estimate property tax revenues after requested abatements.
• Other public benefits.

EXHIBIT B: FINANCIAL INFORMATION  NOT YET AVAILABLE

• Financial statements of the company/organization for the last three completed fiscal years.
• Rental Housing Profile.

EXHIBIT C: ORGANIZATIONAL DOCUMENTS

• Limited Liability Corporation: Articles of Organization & Operating Agreement
• Corporation: Articles of Incorporation, By-Laws, & Shareholder Agreement
— PART 4. DECLARATIONS —

I (we) authorize the Ithaca Urban Renewal Agency to order credit reports and/or other financial background information on my (our) personal and business financial background. I (we) waive all claims against the Ithaca Urban Renewal Agency and its consultants. I (we) attest to the best of my (our) knowledge, information, and belief, the information contained in the foregoing application is correct and true. I (we) am (are) aware the filing of a false instrument in connection with this application may constitute an attempt to defraud the Ithaca Urban Renewal Agency and may be a felony under the laws of the State of New York.

If Applicant is an individual(s), a sole proprietorship, or partnership, sign below:

Applicant’s Signature: ___________________________ Date: ____________
Name & Title (PRINT): __________________________
Applicant’s Signature: ___________________________ Date: ____________
Name & Title (PRINT): __________________________

If Applicant is a corporation or LLC, sign below:

Applicant’s Signature: ___________________________ Date: ____________
Organization Name (PRINT): 311 CA Associates, LLC
Authorized Signature: ___________________________ Date: ____________
Name & Title (PRINT): Philip Proujansky, Member and Member of Executive Committee

ELECTRONIC SUBMISSION: Electronic submission of application and accompanying documents is required. Incoming e-mails to IURA must be under 10 MB (incl. message envelope). E-mail to: robhn@cityofithaca.org. No mailed original signed hardcopies needed, if electronic version is signed/dated/notarized.

STATE OF NEW YORK )
COUNTY OF TOMPKINS )

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

__________________________
NOTARY PUBLIC

(Seal)

STATE OF NEW YORK )
COUNTY OF TOMPKINS )

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

__________________________
NOTARY PUBLIC

(Seal)
EIN Individual Request - Online Application

EIN Assistant

Your Progress:

Congratulations! The EIN has been successfully assigned.

EIN Assigned: 83-1594254
Legal Name: 311 CA ASSOCIATES LLC

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

Continue >>
The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.sbiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICES COMPANY: UNITED CORPORATE SERVICES, INC.-37  
SERVICE CODE: 37  
FEE: 210.00  
PAYMENTS: 210.00  
FILING: 200.00  
PAYMENTS: 200.00  
TAX: 0.00  
CHARGE: 0.00  
PLAIN COPY: 0.00  
DRAWDOWN: 210.00  
CERT COPY: 10.00  
CERT OF EXIST: 0.00  

Authentication Number: 1806150180  To verify the authenticity of this document you may access the Division of Corporation’s Document Authentication Website at http://escorp.dos.ny.gov
STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on August 15, 2018.

Brendan W. Fitzgerald
Executive Deputy Secretary of State
ARTICLES OF ORGANIZATION
OF
311 CA ASSOCIATES, LLC
Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:
311 CA ASSOCIATES, LLC

SECOND: The county, within this state, in which the office of the limited liability company is to be located is TOMPKINS.

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:
c/o The Limited Liability Company
Thornwood Corporate Center
15 Thornwood Dr. P.O. Box 4860
Ithaca, NY 14852-4860

FOURTH: The limited liability company is to be managed by: ONE OR MORE MEMBERS.

FIFTH: The existence of the limited liability company shall begin upon filing of these Articles of Organization with the Department of State.

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

C. Daniel Shulman, Organizer (signature)
C. Daniel Shulman, ORGANIZER

Filed by:
Shulman Grundner Etoll & Danaher, P.C.
C. Daniel Shulman, Esq.
250 South Clinton St., Suite 502
Syracuse, NY 13202-1262
UNITED CORPORATE SERVICES, INC. (37)
DRAWDOWN
CUSTOMER REF# 311CA87456

FILED WITH THE NYS DEPARTMENT OF STATE ON: 08/15/2018
FILE NUMBER: 180815010184; DOS ID: 5393695
FILING RECEIPT

ENTITY NAME: 311 CA ASSOCIATES, LLC

DOCUMENT TYPE: CERTIFICATE OF PUBLICATION (DOM LLC)

COUNTY: TOMP

FILED: 10/15/2018 DURATION:****** CASH#: 181015000220 FILM #: 181015000208

FILER:

C. DANIEL SHULMAN, ESQ.; SHULMAN
GRUNDNER ETOLE & DANAHER, P.C.
250 SOUTH CLINTON STREET, STE 502
SYRACUSE, NY 13202-1262

ADDRESS FOR PROCESS:

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REGISTERED AGENT:

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SERVICE COMPANY: ** NO SERVICE COMPANY ** SERVICE CODE: 00

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DOS-1025 (04/2007)
311 CA ASSOCIATES, LLC

OPERATING AGREEMENT

AGREEMENT made effective as of the 15th day of August, 2018, between the parties listed on Schedule A attached hereto and made a part hereof with respect to the Limited Liability Company known as "311 CA ASSOCIATES, LLC" (the "Company"), with a mailing address of 15 Thornwood Drive, P.O. Box 4860, Ithaca, New York 14852-4860.

WHEREAS, the Articles of Organization for the Company were filed in the New York Secretary of State's Office on August 15, 2018; and

WHEREAS, the Members now desire to enter into this Operating Agreement to set forth their agreement regarding the Company and its operations.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Defined Terms.

The defined terms used in this Agreement (as indicated by the first letter of each word in the term being capitalized) shall, unless the context clearly requires otherwise, have the meanings specified in this Section 1. The singular shall include the plural and the masculine gender shall include the feminine and neuter, as the context requires.

1.1 Accountants - such firm of independent public accountants as shall, from time to time, be engaged by the Executive Committee on behalf of the Company to render accounting, auditing, tax and similar services.

1.2 Accounting Method - the general or specific accounting assumptions used to record transactions of the Company as determined by the Executive Committee (which may delegate the responsibility for making such determination to the Accountants). The accounting records of the Company shall prima facie be deemed to properly reflect the proper accounting method, absent a showing of gross error or fraud.

1.3 Intentionally omitted.

1.4 Affiliated Person - when used with reference to a specified Person, (a) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the specified Person, (b) any Person that is an officer, partner, member or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, partner, member or trustee, or with respect to which the specified Person serves in a similar capacity, (c) any Person that, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified Person or of which the specified Person is directly or indirectly the owner of ten percent (10%) or more of any class of equity securities or in which the specified Person has a substantial beneficial interest and (d) any ancestor, descendant, brother, sister or spouse of the specified Person.
1.5 **Book Value** - the accounting value of any asset, liability or Company Interest as determined from the accounting records of the Company as of a specific date (but if no date be specified, it shall be presumed that the date intended is the close of business on the last day of the Fiscal Year immediately preceding) taking into account all Company transactions to such date and employing the Accounting Method then in effect.

1.6 **Capital Account** - with respect to any Member, Capital Account shall mean the Capital Contributions of the Member, increased by all items of income and gain (including income and gain exempt from tax) allocated to the Member under this Agreement, and decreased by (a) the amount of cash or the fair market value of the Property (net of liabilities secured by such Property that a Member is considered to assume or take subject to pursuant to Section 752 of the Code) distributed to the Member, and (b) all items of deduction and loss (including non-capitalized non-deductible expenditures) allocated to the Member under this Agreement.

1.7 **Capital Contributions** - the total amount of money or other property contributed or agreed to be contributed (as the context requires) to the Company by all the Members or any one Member, as the case may be, as provided in Section 3.

1.8 **Code** - the Internal Revenue Code of 1986, as amended and in effect from time to time (or any corresponding provision of succeeding law).

1.8.1 **Company** - the Limited Liability Company as set forth herein under the name as set forth on the first page of this Agreement as said Limited Liability Company may from time to time be constituted.

1.8.2 **Company Interest** - the entire ownership interest (which may be expressed as a percentage) of a Member in the Company at any particular time, including such Member's Company Percentage and the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and in the Limited Liability Company Law of New York, together with the obligations of such Member to comply with all the terms and provisions of this Agreement and of said Law.

1.8.3 **Company Percentages** - those percentages with respect to each Member and with respect to each Fiscal Year as are set forth in Exhibit "B".

1.9 **Consent** - the prior written consent of a Person to do the act or thing for which the consent is solicited, or the act of granting such consent, as the context may require. Reference to the Consent of specified percent in interest of the Members means the Consent of Members whose combined Company Percentages represent such specified percent of the Company Percentages of all Members.

1.10 **Disabled Member** - the Member referred to in Section 1.9 below with respect to whom an Event of Disability has occurred, which shall be deemed to include such Member's Personal Representative.

1.11 **Event of Disability** - the occurrence of any one or more of the following with respect to any Member:
(a) The filing by such Member of a petition or other prayer for relief under any bankruptcy act or statute for the relief of debtors or such Member's general assignment of assets for the benefit of creditors or the filing of a pleading in any Court of record admitting in writing such Member's inability to pay such Member's debts when they come due;

(b) The filing by any third party of any petition or other prayer for relief under any bankruptcy act or statute for the protection of creditors and the expiration of ninety (90) days without such petition or other prayer for relief being dismissed, or the filing by such Member of an answer admitting the material allegations of, or such Member's consenting to, or defaulting in answering such petition, or the adjudication of such Member as a bankrupt or the appointment of a trustee of such Member's assets and, as to any of the foregoing, such adjudication continuing unstayed and in effect for a period of at least sixty (60) days, or

(c) Any other occurrence or transaction that is expressly provided elsewhere in this Agreement as constituting an Event of Disability.

1.12 Executive Committee - the individual or individuals whose names (or provision for their designation) appear on Exhibit "A" attached hereto and made a part hereof and any appointed or elected successor to any one or more of the said individuals. The number of individuals constituting the Executive Committee shall not be changed except by amendment to this Agreement. The Executive Committee shall be the Company's "managers" within the meaning of the New York State Limited Liability Company Law.

1.13 Fair Market Value - the valuation of any asset of the Company, whether real or personal property, as determined in the following manner:

(a) Any value agreed upon in writing by all Members and the Executive Committee on behalf of the Company shall be binding for a period of thirty-six (36) months following the effective date of such valuation, but shall have no force and effect thereafter unless such value is reaffirmed in writing by all Members and the Executive Committee or unless the valuation agreement shall provide for a different or longer period during which it shall be effective, and

(b) In all other cases the value shall be determined upon an appraisal of such asset by a duly qualified appraiser for such type of asset and, in the case of an appraisal of land and improvements to land, who shall be a Member Appraisal Institute (M.A.I.) selected by the Executive Committee (or jointly selected by the interested parties if the appraisal is to be used in connection with the determination of the value of a Company Interest for purposes of a sale of a Company Interest) and if the Executive Committee and the Transferring Member (or Personal Representative) be unable to agree on an appraiser within ten (10) days after the written request of either one, each shall select an appraiser and the two (2) appraisers shall agree on the
valuation but if they be unable to agree on any valuation they shall mutually select a third appraiser whose decision as to any disputed valuation shall be binding and conclusive on all interested parties. Any appraiser's fees and costs shall be borne and paid by the party authorized to select the appraiser, but where an appraiser is jointly selected as above provided in connection with a transfer of a Company Interest to the Company or a third appraiser such fees and costs of the jointly-selected appraiser or third appraiser shall be borne and paid for by the Transferring Member (or Personal Representative) (but in all other cases where an appraiser is jointly selected by two (2) or more parties (the Company or Executive Committee being deemed to be one (1) party) or is jointly selected by two (2) or more parties (the Company or Executive Committee being deemed to be one (1) party) or is jointly selected by two (2) other appraisers the fees and costs of such appraiser shall be borne and paid for in equal shares.

Any difference between the valuation of an asset as determined above and the Book Value of such asset shall be allocated to each Member in such Member's Company Percentage as of the valuation date.

1.14 **Fiscal Year** - the calendar year unless established or changed otherwise by the Executive Committee, including any period of less than a calendar year in the year of formation or dissolution of the Company.

1.15 **Gain or Loss from Major Capital Event** - when the occurrence of a Major Capital Event is a transaction in which gain or loss is recognized by the Company under the Code, the amount of such recognized gain or loss.

1.16 **Major Capital Event** - any Company transaction (other than receipt of Capital Contributions) not in the ordinary course of Company business as determined by the Executive Committee including, without limitation, sales of all or substantially all of the real or personal property constituting the non-cash assets of the Company, condemnation and recoveries of damage awards and insurance proceeds (other than rental interruption insurance proceeds) and the receipt of net proceeds from borrowing upon indebtedness secured by any property of the Company.

1.17 **Management Agent** - such person or firm as is appointed, from time to time, by the Executive Committee to lease and manage any Property, as hereinafter provided.

1.18 **Market Interest** - the annual rate of interest (applied on a daily basis or such other periodic basis as the Executive Committee shall determine) which shall equal the greater of (a) the annual rate of interest being charged from time to time by the primary commercial bank in the State of New York with which the Company usually does business (but if there be no such bank, then such commercial bank in the State of New York as is selected by the Executive Committee) for prime credit risk borrowers (it being intended to describe the "prime rate" as that term is used in the banking industry) plus one and one-half percentage points or (b) one hundred percent (100%) of the applicable Federal rates as of the date of the promissory note or other indebtedness as determined under Section 1274 of the Internal Revenue Code then in effect (but only if such section shall...
apply). The annual rate of interest as so computed shall be established and changed from time to time by the Executive Committee.

1.18.1 **Member** - those Persons listed on Schedule A to this Agreement, including such Person's Personal Representative and successor-in-interest as expressly permitted by this Agreement.

1.19 **Net Extraordinary Cash Income** - all cash receipts arising from a Major Capital Event less the following:

(a) the amount of cash disbursed or to be disbursed in connection with such Major Capital Event (which shall include, with regard to damage recoveries or insurance or condemnation proceeds, cash disbursed or to be disbursed in connection with repairs, replacement or renewals, in the discretion of the Executive Committee, relating to damage to or partial condemnation);

(b) the amount necessary for the payment of all debts and obligations (other than indebtedness arising from the refinancing constituting the Major Capital Event) of the Company related to the particular Major Capital Event; and

(c) the amount considered appropriate by the Executive Committee and the Accountants to provide reserves to pay taxes, insurance, debt service, repairs, replacements or renewals, and/or other costs and expenses related to the particular Major Capital Event or the assets affected thereby, payment of which is not then due but for which other cash related to such Major Capital Event or the assets affected thereby is not expected by the Executive Committee to be received prior to the time such payments are required to be made.

The determination by the Executive Committee of the amount of Net Extraordinary Cash Income shall be binding upon all Members.

1.20 **Net Income** - the excess (or deficiency) of gross revenues of the Company (both ordinary, recurring revenues, such as rents, management income and interest, and extraordinary, non-recurring revenues such as sales proceeds from dispositions of Company assets which are not Major Capital Events) over expenses of the Company (which expenses shall include Operating Expenses and the Book Value of assets disposed of other than in a Major Capital Event, together with expenses relating thereto), under the Accounting Method in use by the Company. It is intended to include net losses (the excess of expenses over gross revenues) within the term Net Income.

For income tax purposes gross revenues, expenses, gains and losses shall be determined in accordance with the Code with respect to each Fiscal Year.

In the event of any disagreement as to the computation of Net Income, the decision of the Executive Committee shall be binding and conclusive on all Members.
1.21 **Net Ordinary Cash Income** - with respect to any Fiscal Year, the excess of cash receipts (other than Capital Contributions and cash arising from a Major Capital Event) during such period over cash payments for Operating Expenses, principal payments on indebtedness and capital expenditures paid from funds other than borrowed funds during such period. The determination by the Executive Committee of the amount of Net Ordinary Cash Income shall be binding upon all Members.

1.22 **Notice** - a writing, containing the information required by this Agreement to be communicated to any Person, delivered in person or sent by registered or certified mail, postage prepaid, to such Person at the last known address of such Person, the date of registry thereof or the date of the certification receipt therefor being deemed the date of receipt of Notice; provided, however, that any communication containing such information sent to such Person and actually received by such Person shall constitute Notice for all purposes of this Agreement. Notice given to any member of the Executive Committee shall be deemed to constitute notice to all members of the Executive Committee.

1.23 **Operating Expenses** - with respect to any Fiscal Year, and under the Accounting Method in use by the Company, (a) the amount of expenses (except to the extent paid with cash withdrawn from reserves provided for in clause (b) of this Section) in such Fiscal Year in order to obtain all gross revenues (other than Capital Contributions) during such Fiscal Year not arising from Major Capital Events, including all expenses of operation of the Property (including, but not limited to, management fees, interest on indebtedness, salaries, utilities expense, repairs and maintenance and advertising and other promotional expenses) reduced by recoveries from tenants and payments of interest on loans to the Company or with respect to Company assets and (b) amounts allocated to or required to be made during such period to reserves to pay taxes, insurance, repairs, replacements or renewals and/or other costs and expenses, incident to the ownership or operation of the Property and for which cash to make such payments is not expected by the Executive Committee to be received from the operations of the Company prior to the time such payments are required to be made.

1.24 **Permitted Transferee** - any assignee, transferee or beneficiary in a transfer permitted in accordance with Section 11. Upon a transfer of a Company Interest to a Permitted Transferee, such Permitted Transferee shall be deemed to be a Member.

1.25 **Person** - any individual, partnership, corporation, trust, limited liability company or other entity.

1.26 **Personal Representative** - the legal representative of a Member, including a duly designated employee or agent, a trustee in bankruptcy, conservator, guardian, executor, administrator, trustee of such Member's Company Interest (or portion thereof) transferred in trust as permitted in this Agreement or successor in liquidation (in case of a Member other than an individual).

1.27 **Property** - the property described on Exhibit "C", together with any other real and personal property, tangible or intangible owned by the Company from time to time as determined by the Executive Committee.
1.28 **Proxy** - the written authority given by a Member to vote at any Company meeting as provided in Paragraph 6.2.

1.29 **Regulations** - the Income Tax Regulations promulgated under the Code as they may be amended from time to time.

1.30 **Regulatory Allocations** - allocations of Company income, gain, loss and deduction made in accordance with Exhibit "E" to the extent necessary to comply with the requirements of the Code and Regulations.

2. **Formation; Address; Purposes; Term.**

2.1 The Company was formed by the filing of its Articles of Organization with the New York Secretary of State on June 22, 2018.

2.2 The principal office of the Company shall be located at the address set forth heretofore on the first page of this Agreement or such other address as shall be determined by the Executive Committee.

2.3 The Company shall continue in existence until it is terminated as hereinafter provided.

Except as otherwise hereinafter provided, neither the death, incompetency, dissolution, bankruptcy or insolvency of any of the Members shall cause termination of the Company. In the case of the death of an individual Member such Member's successor-in-interest is hereby designated to be such Member's Personal Representative named in the Last Will and Testament of such deceased Member unless such deceased Member shall have designated otherwise by an instrument in writing executed and filed with the Executive Committee or by an express provision otherwise in such Member's Last Will and Testament.

2.4 The purposes of the Company are to own the Property, and to engage in any and all other business and activities of every kind permitted by law.

3. **Members and Company Capital.**

3.1 The Members agree that, as of the date hereof, (1) the Fair Market Value of the Property, net of liabilities, is as set forth in Exhibit D hereto, and (2) each Member's Capital Account balance, for book purposes, is as set forth in Exhibit D hereto.

3.2 The Members agree to make additional Capital Contributions to the Company at such time or times as the Executive Committee shall determine by Notice to the Members.

3.3

(a) The Company shall maintain for each Member a separate Capital Account in accordance with this Agreement and the principles of Regulation Section 1.704-1(b)(2)(iv). In the event of the transfer of all or a portion of a
Company Interest pursuant to Section 11 hereof, the transferee Member shall
succeed to such portion of the Capital Account of the transferor Member as
relates to the transferred Company Interest.

(b) If the Executive Committee is advised by counsel to, or the accountants for,
the Company that the method of maintaining Capital Accounts provided
under this Agreement must be modified in order to maintain compliance
with the requirements of the Regulations under Section 704 of the Code as
they may hereafter be amended, the Executive Committee may, in its sole
and absolute discretion, amend this Agreement to modify the method of
maintaining Capital Accounts to comply with the Regulations, provided that
no such amendment shall materially alter the economic arrangement
between the Members.

3.4 Except as provided in this Agreement, no Member shall have the right to withdraw,
or receive any return of, such Member's Capital Contribution. Under circumstances requiring a
return of any Capital Contribution, no Member shall have the right to receive property other than
cash except as may be specifically provided in this Agreement.

3.5 Each Member agrees that, upon Notice from the Executive Committee, at any time
and from time to time such Member shall at no cost or expense to the Company promptly and in a
timely manner furnish to the Executive Committee, or to any third party designated by the
Executive Committee, written confirmation (in form either furnished by or requested by (and if so
requested than in such event in form satisfactory to) the Executive Committee) of the legal
authority of any Person to act on behalf of and to legally bind such Member with respect to any
matter, transaction, document or other act relating to or affecting the Company as determined by the
Executive Committee. Such Member further agrees to furnish to the Executive Committee such
other documentation from time to time as the Executive Committee shall reasonably request in
support thereof.

3.6 No Member will be bound by, or be personally liable for, the expenses, liabilities or
obligations of the Company.


4.1 Net Income of the Company for each Fiscal Year shall be allocated among the
Members in accordance with their Company Percentages.

4.2 Gains and Losses from a Major Capital Event for each Fiscal Year shall be allocated
among the Members in accordance with their Company Percentages.

4.3 If a Company Interest is transferred or assigned during a Fiscal Year, that part of
each item allocated pursuant to this Section 4 with respect to the interest so transferred shall, in the
discretion of the Executive Committee, either (i) be based on segmentation of the Fiscal Year
between the transferor and the transferee (i.e. the interim closing of the books method as described
in Regulation Section 1.706-(c)(2)(ii)), or (ii) be allocated between the transferor and the transferee
in proportion to the number of days in such Fiscal Year during which each owned the Company Interest, as disclosed on the Company's books and records.

4.4 The listed provisions shall be applied to the following order of priority (from first to last):

1. Section 3.2(b)
2. Section 4.1
3. Section 4.2
4. Section 6.1
5. Section 6.2
6. Section 14.3.

4.5 If any cash or property distribution to a Member creates or increases a deficit in the Member's book Capital Account, the Member shall be allocated additional Net Income or gain in an amount sufficient to eliminate the deficit caused by that distribution.

5. **Tax Allocations.**

5.1 To the extent permitted by Section 1.704-1(b)(4)(i) of the Regulations all items of income, gain, loss and deduction shall be allocated in accordance with the corresponding allocation provided for in Section 4, however all items of income, gain, loss and deduction with respect to property to which there is a difference between "book" value and adjusted tax basis shall be allocated in accordance with the principles of Section 704(c) of the Code and Sections 1.704-1(b) and (c) of the Regulations. Notwithstanding the foregoing or anything else herein to the contrary, the allocations set forth in Section 4 shall apply only after giving effect to the Regulatory Allocations set forth in Exhibit "E", if and to the extent the Regulatory Allocations shall apply.

5.2 In the event that the Company has taxable income that is characterized as ordinary income under the recapture provisions of the Code, each Member's distributive share of taxable gain or loss from the sale of Company Property (to the extent possible) shall include a proportionate share of this recapture income equal to that Member's share of prior cumulative depreciation deductions with respect to the assets that give rise to the recapture income.

5.3 In the event that there is a determination that any loan between a Member and the Company is subject to Code Section 7872 (relating to imputed interest with respect to below-market interest rate loans), any income or deduction attributable to interest on such a loan (whether stated or unstated) shall be allocated solely to such Member.

6. **Distributions of Cash.**

6.1 The Company shall make distributions to the Members at such times and of so much of the Net Ordinary Cash Income of the Company for the period for which the distribution is being made as shall be determined by the Executive Committee in its sole discretion. Net Ordinary Cash Income distributed shall be distributed among the Members in accordance with their Company Percentages.
6.2 So much of the Net Extraordinary Cash Income as determined by the Executive Committee shall, at such time as the Executive Committee shall determine, be distributed among the Members in accordance with their Company Percentages.

7. **Rights, Powers and Duties of Executive Committee.**

7.1 The Executive Committee, within the authority granted to it under this Agreement, shall have the exclusive right to manage the business of the Company and is hereby authorized to take any action of any kind and to do anything and everything in accordance with the provisions of this Agreement.

Except as expressly provided hereunder, the authority of any Member to manage the business of the Company shall be exercised only by the Executive Committee and, except as expressly so provided, no Member other than the Executive Committee shall have any control over Company business.

7.2 Except to the extent otherwise provided herein, the Executive Committee for, and in the name and on behalf of, the Company is hereby authorized:

(a) To acquire by purchase, lease, declaration of beneficial interest or otherwise any Property and to engage in any business which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company.

(b) To construct, operate, maintain, finance, improve, own, grant options with respect to, sell, convey, assign, mortgage or lease and to cause to have constructed any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Company.

(c) To execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the construction, development, management, maintenance and operation of any property of the Company.

(d) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and to the extent expressly herein permitted to secure the same by mortgage, pledge or other lien on the Property or any part thereof or on any other assets of the Company, including, but not limited to, the Company's right to receive Capital Contributions of the Members.

(e) To execute, in furtherance of any or all of the purposes of the Company, any deed, lease, mortgage, mortgage note or bond, building loan agreement, bill of sale, contract or other instrument purporting to convey or encumber the real or personal property of the Company.
(f) To prepay in whole or in part, refinance, recast, increase, modify or extend any mortgages affecting any Company assets and in connection therewith to execute any extensions, renewals or mortgages.

(g) To invest Company assets in bank savings accounts, savings and loan associations, commercial paper, government securities, certificates of deposit, bankers, acceptances and other short-term interest-bearing obligations.

(h) To place record title to the Property in the Company name or in the name of a nominee or trustee for the purpose of secured financing or any other convenience or benefit of the Company.

(i) To the extent not prohibited or restricted by this Section 7, to engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with or incidental to, the accomplishment of the purposes of the Company as set forth in Section 2.4, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the laws of the State of New York.

7.3 Any person dealing with the Company or the Members may rely upon a certificate signed by any two (2) Members, thereunto duly authorized, as to:

(a) The identity of any Member,

(b) The existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Executive Committee or in any other manner germane to the affairs of the Company.

(c) The Persons who are authorized to execute and deliver any instrument or document of the Company, or

(d) Any act or failure to act by the Company or as to any other manner whatsoever involving the Company or any Member.

7.4 The Executive Committee may for, in the name of and on behalf of the Company enter into such agreement, contracts or the like, in addition to those contemplated hereby, with themselves or any other Member, in an independent capacity, as distinguished from their capacity (if any) as a Member, to undertake and carry out the business of the Company as if they or such other Member were an independent contractor, including the furnishing or leasing of goods, the furnishing of services and supplies and the loaning of money. Any such agreements, contracts and arrangements not prohibited by the preceding sentence shall be subject to the conditions specified in Section 7.5.

7.5 The Executive Committee may obligate the Company to pay reasonable compensation for and on account of any services not prohibited by Section 7.4 (including the payment of reasonable compensation to any Member for services rendered) provided that:
(a) Any such agreements, contracts or arrangements shall be embodied in a written contract which precisely describes the subject matter thereof and all compensation to be paid therefor;

(b) The compensation, price, fee, interest, charge or other consideration therefor shall be comparable and competitive with that of any other Person rendering comparable services or selling or leasing comparable goods or supplies which would reasonably be made available to the Company and shall be on competitive terms, and shall be reasonable and paid only for goods and services reasonable for, and actually furnished to, the Company;

(c) No rebates or "give-ups" may be received by any Member or any Affiliated Person of any Member, nor may any Member or any Affiliated Person of any Member participate in any reciprocal business arrangements which would have the effect of circumventing any of the provisions of this Section 7; and

(d) Neither any Member nor any Affiliated Person of any Member shall receive any brokerage commission (or any other form of compensation) from any Person in connection with the sale of Company assets except with the Consent of the other Members possessing no less than fifty-one percent (51%) of the Company Percentages of all Members.

7.6 In the case of a conflict between a Member's fiduciary obligation to the Company, on the one hand, and his fiduciary or other obligations to other partnerships or entities of his own self-interest, on the other hand, the Company shall not enter into any transaction with any Member which may significantly benefit any Member in his independent capacity unless the transaction is entered into for the benefit of the Company.

7.7 Without the Consent of all the Members, the Executive Committee shall not have the authority to:

(a) Do any act in contravention of this Agreement;

(b) Do any act which would make it impossible to carry on the ordinary business of the Company;

(c) Confess a judgment against the Company; or

(d) Admit a Person as a Member, except as provided in this Agreement.

7.8 The Executive Committee or any Member acting separately shall not have the authority to:

(a) Sell or otherwise dispose of all or substantially all of the assets of the Company to any Member or Affiliated Person of any Member without the Consent of Members possessing at least seventy-five percent (75%) of the Company Percentages of all Members, or
(b) Authorize any borrowing of funds by the Company (other than in connection with purchase money indebtedness incurred by the Company in connection with the purchase of the Property, upon which there may be personal liability of the Members) if under the terms thereof such borrowing shall be secured by a mortgage on the real property of the Company and any Member shall or may have personal liability, it being the intent hereof to authorize only borrowings secured by real property in the name of the Company under circumstances whereby the recourse of the lender shall be limited exclusively to the assets of the Company with no right to seek or obtain any monetary judgment against any Member in his individual capacity or against his personal assets other than his Company Interest, or

(c) Elect to dissolve the Company without the Consent of Members possessing at least seventy-five percent (75%) of the Company Percentages.

In the event, however, that all Members agree to procure financing which requires a personal guaranty of repayment of indebtedness by each Member, then with respect to any Trust which is a Member, if any, the Settlor of such Trust shall have the right to provide the required guaranty in lieu of the Trust if the Trust is precluded from guarantying the obligations of the Company.

The foregoing limitations on the authority of the Executive Committee shall be binding only upon the Members but shall in no way be construed as binding upon third parties or as limitations on the right of third parties to rely upon the acts or signatures of the Executive Committee or any member thereof.

7.9 The Executive Committee shall take all action which may be necessary or appropriate for the continuation of the Company's valid existence as a limited liability company under the laws of the State of New York and for the development, maintenance and operation of the Property and business of the Company in accordance with the provisions of this Agreement and applicable laws and regulations. The Executive Committee shall devote to the Company such time as may be necessary for the proper performance of its duties hereunder.

7.10 The Executive Committee shall obtain and keep in force during the term hereof fire and extended coverage, workers, compensation and public liability insurance in favor of the Company with such insurers and in such amounts as the Executive Committee shall deem advisable, but in amounts not less (and with deductible amounts not greater) than those customarily maintained with respect to properties and risks comparable to those of the Company.

7.11 The Executive Committee shall prepare or cause to be prepared and shall file on or before the due date (or any extension thereof) any Federal, State or local tax returns required to be filed by the Company. The Executive Committee shall cause the Company to pay any taxes payable by the Company.

7.12 The Executive Committee shall maintain in its records for at least five years any appraisal required by this Agreement to be obtained in connection with any transaction, which
appraisal shall be available to any Member and his duly authorized representative for their
inspection and duplication at any and all reasonable times.

7.13 The Executive Committee shall be under a fiduciary duty to conduct the affairs of
the Company in the best interests of the Company, including the safekeeping and use of all
Company funds and assets and the use thereof for the benefit of the Company. The Executive
Committee shall at all times act in good faith and exercise due diligence in all activities relating to
the conduct of the business of the Company.

7.14 Any Member may engage independently or with others in other business ventures of
every nature and description, including, without limitation, the ownership, operation, management,
syndication and development of real estate whether or not similar to that of, or in competition with,
the Company. Neither the Company nor any Members shall have any rights or obligations in and to
such independent ventures or the income or profits derived therefrom.

7.15 No member of the Executive Committee shall be liable, responsible or accountable
in damages or otherwise to any of the Members for any act or omission performed or omitted by
such member in good faith on behalf of the Company and in a manner reasonably believed by it to
be within the scope of the authority granted to it by this Agreement and in the best interests of the
Company, provided that such member of the Executive Committee was not guilty of gross
negligence, willful misconduct or any other breach of its fiduciary duty with respect to such acts or
omissions. Any loss or damage incurred by such member of the Executive Committee by reason of
any act or omission performed by it in good faith on behalf of the Company and in a manner
reasonably believed by it to be within the scope of the authority granted to it by this Agreement and
in the best interests of the Company (but not, in any event, any loss or damage incurred by such
member of the Executive Committee by reason of gross negligence, willful misconduct or any
breach of its fiduciary duty with respect to such acts or omissions) shall be paid from Company
assets to the extent available, but the other Members shall not have any personal liability to such
member of the Executive Committee under any circumstances on account of any such loss or
damage incurred by such member of the Executive Committee or on account of the payment
thereof.

7.16 The Executive Committee may contract with any Management Agent selected by
the Executive Committee, including any entity, owned or controlled by one or more members of the
Executive Committee, provided however the compensation paid to such Management Agent shall
be no greater than that then being paid by other owners of comparable property in the geographical
area in which the managed Property is located.

8. **Decisions by Members.**

8.1 All decisions to be made by the Members shall be made by the casting of votes at a
meeting of such Members. Each Member authorized to vote shall be entitled to cast one vote for
every percentage point (or fractional part of a percentage point in excess of one-half of a percentage
point) in such Member's Company Percentage in effect as of the date such vote is taken. The
affirmative vote of a majority of votes cast (a quorum being present) shall be required to approve
any matter presented for decision, except where this Agreement shall expressly require a greater
proportion of affirmative votes, in which case such greater proportion of affirmative votes of all Members present at the meeting shall be necessary for approval.

The presence of Members possessing at least seventy-five percent (75%) of the total Company Percentages held by all of the Members shall be required to constitute a quorum at any meeting of the Members where a vote is to be taken.

8.2 Any Member may authorize, by execution of a Proxy, any other Member to vote at a meeting of the Company on behalf of such authorizing Member by Proxy which shall be duly signed by the authorizing Member containing such restrictions and instruction regarding such authority to vote (and the period of time for which such authority shall be valid for one (1) year after the date of the Proxy, or if it be undated then one (1) year after the date of receipt by the Executive Committee) as the authorizing Member shall determine, provided however that such Proxy shall not be effective unless and until an executed copy thereof be duly filed with the Executive Committee. If any such Proxy is so given, the authorizing Member shall be deemed to be present at any meeting of Members if the Member so authorized to vote is personally present at such meeting.

8.3 The Members shall not be required to hold an annual meeting of all Members.

8.4 The Executive Committee, or any Member or Members may call a special meeting of Members at the office of the Company on at least two (2) days, prior Notice of the date, time and purpose thereof, to consider any business deemed pertinent to the Company.

Any meeting of the Members shall be held at the principal office of the Company.

9. **Executive Committee.**

9.1 In the event of a vacancy on the Executive committee due to death, resignation, mental or physical incapacity or any other cause, the remaining member or members (if any) of the Executive Committee is or are given the authority to appoint a successor to fill such vacancy. If there be no such remaining member, such vacancy shall be filled by the vote of no less than seventy-five percent (75%) of the Company Percentages of all Members.

At any time the Members by vote of no less than seventy-five percent (75%) of the Company Percentages of all Members (exclusive of the Company Percentage points of such Member who is the member of the Executive Committee whose removal is the subject of such vote) may remove any member of the Executive Committee from office and elect a successor.

The Executive Committee shall appoint from its members a chairman (and a vice-chairman to act in the absence or disability of the chairman) who shall act as spokesman for and on behalf of the Executive Committee and as Chairman at any meeting of the Company (except at a meeting where a member's removal as a member of the Executive Committee is before the meeting for a vote) and shall have such other authority as is herein granted or as may be granted by the Executive Committee.
9.2 The affirmative vote of at least seventy-five percent (75%) of the members (voting per capital) of the Executive Committee shall be required in all matters acted on by the Executive Committee. Any act or decision of the Executive Committee shall be deemed to be the act or decision of all the Members.

9.3 The Executive Committee shall maintain minutes of its meetings in which shall be set forth its decisions. Decisions of the Executive Committee shall be made by majority vote of all members of the Executive Committee present at a meeting, notice of which meeting is given personally or in writing at least twenty-four (24) hours prior to the scheduled time thereof, but personal attendance at any meeting shall constitute a waiver of such notice requirement. When signed by the members of the Executive Committee, such minutes shall be deemed to state the decisions of the Executive Committee and shall constitute the authority for all acts of the Executive Committee and the Company taken consistent therewith.

9.4 The signature of any member of the Executive Committee on behalf of the Company on any document or instrument in connection with any transaction herein authorized to be engaged in by the Executive Committee on behalf of the Company shall be sufficient and binding upon the Company as to third parties dealing with the Company.

10. **Accounting Matters and Title to Property.**

10.1 The Company shall maintain full and accurate books of account which shall be kept at the principal office of the Company. Each Member or such Member's designee shall have access to and the right to inspect and copy, at the principal office of the Company, such books and all other Company records. The Company shall use such Accounting Method as the Executive Committee shall determine.

The Executive Committee shall furnish each Member with respect to each full Fiscal Year within ninety (90) days after the close of each Fiscal Year a financial report of the operation of the Company and the information required annually for each Member to report such Member's share of Company items affecting such Member's federal income tax return.

10.2 In the event of a transfer of all or any part of the Company Interest of a Member or in the event of the death of a Member, the Company may elect pursuant to Section 754 of the Code to adjust the basis of the Property. Each Member agrees to furnish the Company with all information necessary to give effect to such election.

All other elections required or permitted to be made by the Company under the Code shall be made by the Executive Committee in such manner as will, in the opinion of the Accountants, be most advantageous to Members having no less than seventy-five percent (75%) of all Company Percentages of all Members.

10.3 One or more accounts in the name of the Company or its nominee shall be maintained in such banks as shall from time to time be determined by the Executive Committee. All monies of the Company shall be deposited in a bank account of the Company. Checks drawn thereon shall be signed with the firm name and may be so drawn by such person or persons as the Executive Committee shall from time to time determine.
10.4 Title to real and personal property owned by the Company, or acquired with Company funds or by the pledging of the credit of the Company, shall be held in the name of the Company or its nominee. Any such property shall be deemed to be owned by the Company and each record owner agrees upon Notice from the Executive Committee to duly convey title to any such property to the name of the Company for no further consideration.

10.5 The Executive Committee shall designate a Member to be the Company’s tax matters Member ("Tax Matters Member"). The Tax Matters Member shall have all powers and responsibilities provided in Code Section 6221, et seq. The Tax Matters Member shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Member. The Company shall pay and be responsible for all reasonable third party costs and expenses incurred by the Tax Matters Member in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Member shall not compromise any dispute with the Internal Revenue Service without the Consent of the Members.


11.1 Except as permitted by this Section 11, no Member’s Company Interest or any fraction thereof may be sold, assigned, mortgaged, pledged or otherwise encumbered or transferred (by operation of law or otherwise) without the Consent of the Executive Committee (the Member whose Company Interest is subject to the action of the Executive Committee not voting), such Consent may be arbitrarily withheld.

11.2 Notwithstanding any contrary provision of this Section 11 there is expressly permitted any transfer or assignment (in trust or otherwise) by a Member signatory to this Agreement or by any Permitted Transferee, whether (in the case of an individual) on death or during lifetime, of all or any part of such Member’s Company Interest but only in the event that the transfer or assignment is to an assignee or transferee or beneficiary who is one or more of the following, but to no others:

(a) Another Member, or to a trust for the benefit of the transferring Member;

(b) The Member’s spouse, or in trust for such spouse’s benefit, with reversion to the Member or remainder to, or in trust for the benefit of, the Member’s issue;

(c) The Member’s issue, or in trust for the benefit of such issue, with reversion to the Member or for the benefit of, the Member’s spouse or issue;

(d) Any person who on the date of the lifetime transfer would be a beneficiary of the Member under the laws of intestacy of the State of the Member’s domicile if the Member died on such date, or any person who is such a beneficiary where the Member has died, whether such gift or bequest be
outright or in trust for the sole benefit of such person or such person’s issue;

(e) Any beneficiary of any trust which is a party to this Agreement or is herein permitted to become a Member hereunder, in accordance with the terms and provisions of such trust; or

(f) Any corporation all of the issued and outstanding shares of capital stock of which, or any limited liability company all of the membership interests of which, are owned by any Person or Persons set forth in subsections (a) to (f) immediately above (and any subsequent transfer of shares of such capital stock or membership interests to other than a Permitted Transferee shall be deemed to constitute an Event of Disability as of the date on which Notice of such transfer shall be given to the Executive Committee).

Any of the foregoing transfers or assignments is expressly permitted without the consent of the Executive Committee or any other Member. Full details including true and complete executed copies of all relevant documents relating to such assignment or transfer shall be promptly furnished to the Executive Committee.

11.3 In the event a Member desires to sell such Member’s Company Interest pursuant to a bona fide offer of purchase from an independent third party who is not an Affiliated Person of any Member, such Member (the "Offering Member") shall do the following:

(a) The Offering Member shall offer in writing to the Company to sell such Member’s Company Interest, setting forth all of the terms and conditions and a true and complete copy of such bona fide third party offer. A copy of such offer shall be given to the Executive Committee and to each Member;

(b) The Company, by action of the Executive Committee, or if the Offering Member be the sole member of the Executive Committee then by vote of the other Members (the presence or vote of the Offering Member not being required or counted for purposes of such vote), shall either accept or reject such offer within thirty (30) days after receipt of the offer, provided however that (notwithstanding the terms of payment of the purchase price as set forth in the offer) the terms of payment shall be as set forth in Section 12.5. Failure to act within said thirty (30) days shall be conclusively deemed to constitute a rejection of such offer;

(c) If the Company shall reject or be deemed to reject such offer, the other Members, or some of them, shall have thirty (30) days following the expiration of the thirty (30) day period granted to the Company in subparagraph (b) above in which to accept such offer, provided however that (notwithstanding the terms of payment of the purchase price as set forth in the offer) the terms of payment shall be as set forth in Section 12.5. If more than one (1) such other Member shall accept the offer, each such accepting Member shall be deemed to acquire an equal fraction of such offered
Company Interest as determined by dividing such offered Company Interest by the number of accepting Members; and

(d) If neither the Company and any other Member or Members shall accept such offer to sell, the Offering Member may consummate the sale only pursuant to the bona fide third party offer (and any amendment or change therein shall be deemed to constitute a new bona fide offer subject to the terms of this Section).

11.4 Any assignment or transfer of a Company Interest made by a Member (the "Transferring Member") contrary to the provisions of Sections 11.1 or 11.3 shall be deemed to be null and void and to vest in the Company the right to purchase the Company Interest from the transferee upon the following terms and conditions:

(a) The purchase price shall be equal to such value of such Company Interest as shall have been theretofore mutually agreed in writing between the Company and each Member, but if no written agreement be then in effect the purchase price shall be equal to the Book Value of such Company Interest as of whichever one of the following dates immediately precedes the date of death or assignment or transfer by the Transferring Member: March 31, June 30, September 30 or December 31; provided, however, that if the transfer occurs by reason of the death of the Transferring Member in computing such Book Value the assets of the Company shall be valued at their Fair Market Value as of whichever of the aforesaid four (4) dates shall apply;

(b) The Company may exercise its right to purchase by Notice to the transferee within one (1) year following the date of death or of the transfer or assignment if made other than upon death;

(c) The transfer of such Company Interest to the Company shall take place two (2) months following the date of the Notice of exercise by the Company of its right to purchase at the office of the Company, or at such other date or place as the Executive Committee and the transferee shall mutually agree (the "Closing");

(d) The purchase price shall be payable as set forth in Paragraph 12.5 below;

(e) Simultaneously with the delivery to the transferee by the Company of the cash payment due and the promissory note above provided, the transferee shall deliver to the Company the following documents prepared by counsel to the Company at the cost and expense of the Transferring Member:

(i) an appropriate duly executed instrument of transfer and assignment, assigning and transferring to the Company good and marketable title to the Company Interest so purchased, free of any liens or encumbrances or rights of others therein.
11.5 If a Member or any Permitted Transferee shall become incompetent (if an individual) or is adjudicated bankrupt, the committee, guardian, conservator, trustee or receiver (as the case may be) of the Member's or Permitted Transferee's estate shall have all the rights of, and be subject to the same limitations on, the Member or Permitted Transferee for the purpose of settling or managing its estate and such power as the incompetent or bankrupt Member or Permitted Transferee possessed to assign all or any part of its Company Interest and to join with such assignee in satisfying conditions precedent to such assignee becoming a substituted Member. The death, adjudication of incompetency or bankruptcy of a Member or a Permitted Transferee shall not dissolve the Company.

11.6 The Company need not recognize for any purpose any purported assignment or transfer of all or any fraction of the Company Interest of a Member or Permitted Transferee herein permitted unless there shall have been filed with the Company a written and dated Notice to the Company of such assignment or transfer, executed and acknowledged by both the assignor or transferor and the assignee or transferee (herein the "substituted Member") and such notice (i) contains the acceptance by the substituted Member of all of the terms and provisions of this Agreement, (ii) represents that such assignment or transfer was made in accordance with this Agreement and all applicable laws and regulations, and (iii) is accompanied by a copy of all relevant documents evidencing such transfer or assignment as legal counsel for the Company may reasonably request. Any assignment or transfer shall be recognized by the Company as effective on the date of such written notice, provided the date of such notice is within thirty (30) days of the date on which such notice is filed with the Company.

11.7 The Member who shall assign all of such Member's Company Interest as herein permitted shall cease to be a Member, except that, unless and until a substituted Member is admitted in such Member's stead, such assigning Member shall retain the statutory rights of an assignor of a Company Interest under the New York Limited Liability Company Law.

11.8 A Person who is the Permitted Transferee of all or any fraction of the Company Interest of a Member as herein permitted, but does not become a substituted Member and desires to make a further assignment of such Company Interest, shall be subject to all the provisions of this Section 11 to the same extent and in the same manner as any Member desiring to make an assignment of such Member's Company Interest.

11.9 For the purposes of allocating Net Income or Gain or Loss from Major Capital Events and distributing Net Ordinary Cash Income and Net Extraordinary Cash Income of the Company, a substituted Member shall be treated as having been admitted, and as appearing in the records of the Company, as a Member (and the predecessor Member as ceasing to be a Member) as of the first day of the calendar month during which such substituted Member fulfills the requirements of Section 11.6.

11.10 The Executive Committee shall cooperate with any Person seeking to become a substituted Member by preparing the documentation required and making all official filings and publications. The Company shall take all such action, including the filing for recordation of any certificate evidencing the admission of any Person as a Member and the making of any required official filings as promptly as practicable after the satisfaction by such Person of the conditions contained in this Section 11 to admission of such Person as a substituted Member.
11.11 Notwithstanding anything to the contrary contained in this Section 11 or elsewhere in this Agreement, the Transferring Member (and not the Company), whether such Transferring Member shall be an individual, partnership, trust or estate, shall be solely responsible for, and shall pay for, any and all costs and expenses for the preparation of such assignments, modification agreements, amended Articles of Organization and any other instrument as may be required by the Executive Committee in order to implement any transfer of Company Interest under this Section 11, for the filing of such amended Articles of Organization and for obtaining one (1) certified copy thereof for delivery to the Executive Committee.

12. Purchase Price of Member's Company Interest and Payment Terms in Event of Disability.

12.1 Upon the occurrence of an Event of Disability and the giving of Notice by the Executive Committee to the Disabled Member no later than one (1) year following the later of (a) date of occurrence of the Event of Disability or (b) the date on which the Executive Committee first learned of the occurrence of the Event of Disability, that the Company elects to purchase the entire Company Interest of such Disabled Member, the Disabled Member shall be deemed to have sold and transferred such Disabled Member's Company Interest to the Company and to have ceased to be a Member for all purposes.

12.2 The purchase price for purposes of this Section 12 shall be equal to the Book Value of such Company Interest as of whichever one of the following dates immediately precedes the occurrence of the vent of disability: March 31, June 30, September 30, or December 31.

12.3 A written statement showing the computation of the Purchase Price shall be furnished to the Disabled Member by the Executive Committee based upon computations of the Accountant for the Company. Such computation of the purchase price shall be deemed conclusive and binding upon the Disabled Member and the Company except upon a showing of fraud or gross error.

12.4 The costs incurred in determining the purchase price shall be borne by the Company. The closing of the purchase by the Company shall occur no later than thirty (30) days following the date of the written statement setting forth the computation of the purchase price by the Executive Committee, unless all interested parties shall mutually agree otherwise. The closing shall be held at the principal office of the Company or at such other place as may be mutually agreed upon by the interested parties.

12.5 The purchase price shall be payable as follows:

(a) An amount equal to five percent (5%) of the purchase price shall be payable in cash at the date of closing; and

(b) The unpaid balance of the purchase price shall be evidenced by an unsecured promissory note which shall be payable on an amortized basis as follows:

(i) if the original face amount of the promissory note is $50,000 or less, it shall be payable in twenty (20) consecutive equal quarterly payments,
including interest at the rate of Market Interest on the date of such promissory note; or

(ii) if the original face amount of the promissory note is over $50,000, it shall be payable in forty (40) consecutive equal quarterly payments, including interest at the rate of Market Interest on the date of such promissory note. The first such quarterly payment under the promissory note shall be made on the first day of the fourth calendar month after the date of closing. The unpaid principal balance of the promissory note may be prepaid, in whole or in part, at any time without cost or penalty. Such promissory note shall contain a provision that, upon any default in the payment of any installment of principal and interest thereunder after the expiration of fifteen (15) days after written notice of such default without such default being cured, the unpaid principal balance shall at the option of the holder of such promissory note become due and payable in full.

12.6 Simultaneously with the delivery to the Disabled Member by the Company of the cash payment due and the promissory note above provided, the Disabled Member shall deliver to the Company (a) an appropriate duly executed instrument of transfer and assignment, assigning and transferring to the Company good and marketable title to the Company Interest of the Disabled Member, free of any liens or encumbrances or rights of others therein and (b) a duly executed amended Operating Agreement pursuant to which the Disabled Member is shown to have withdrawn as a Member for the purposes of the public record. The Company Interest thus transferred shall comprise all of the right, title and interest of the Disabled Member in and to the Company, its firm name and all assets thereof.

13. Incompetency or Dissolution of Member.

13.1 Neither the permanent physical or mental disability of a Member who is an individual nor the legal dissolution or termination of existence of a Member not an individual shall affect such Member's right or such Member's Personal Representative's or successors, right to continue as a Member in the Company provided that the following provisions are satisfied:

(a) The Personal Representative or successor shall execute a written agreement in form satisfactory to the Executive Committee wherein such Personal Representative or successor agrees to be bound as a party to this Agreement fully as if such Personal Representative or successor were a signatory hereto; and

(b) The Personal Representative or successor shall furnish to the Executive Committee such evidence of such Personal Representative's or successor's legal authority to succeed to the interest of the incompetent, dissolved or terminated Member as the Executive Committee shall reasonably require.

13.2 The failure of the Personal Representative or successor to duly comply with each of the provisions set forth in Section 11.1 above within twenty (20) days following written request by
the Executive Committee shall be conclusively deemed (unless waived in writing by the Executive Committee) to constitute an Event of Disability for purposes of Section 10 and all of the provisions therein granting to the Company the right to acquire and liquidate the interest of the Disabled Member shall apply to the interest of the incompetent, dissolved or terminated Member.

14. **Dissolution of the Company.**

14.1 The Company shall dissolve upon the happening of any of the following events:

(a) The election by the Members to dissolve the Company (which election may be made only in accordance with the provisions of Section 7.8(c)); or

(b) The happening of any event which makes it unlawful for the business of the Company to be carried on or for the Members to carry it on.

The Company shall in no event be dissolved by the occurrence of an Event of Disability.

Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until a certificate of dissolution has been filed in accordance with the New York state Limited Liability Company Law and the assets of the Company have been distributed as provided in Section 14.3.

14.2 Upon dissolution of the Company, the Net Income and Gains and Losses from Major Capital Events shall continue to be divided among or borne by the Members during the period of liquidation in accordance with the provisions of Section 4.

14.3 The proceeds of dissolution shall be distributed as realized in the following order of priority:

(a) First, to the payment and discharge of all of the Company's debts and liabilities and the expenses of the dissolution;

(b) Second, to the creation of any reserve that the Executive Committee reasonably deems necessary for any contingent or unforeseen liabilities or obligations of the Company;

(c) Thereafter, to the Members with positive Capital Account balances in accordance with the ratio of their Capital Account balances.

If a Member has a deficit balance in his Capital Account at the time of the liquidation of the Company or the liquidation of his Company Interest (after crediting allocations of income and debiting allocations of loss to his Capital Account), the Member shall have no obligation to the Company or to the other Members to restore such deficit balance and the deficit balance shall not be considered a debt owed to the Company or to any other person for any purpose whatsoever.

14.4 Notwithstanding the provisions of Section 14.2, in the event the Executive Committee or other liquidating agent thereunto duly authorized shall determine that an immediate sale of part or all of the Company assets would cause undue loss to the Members, the Executive
Committee or the liquidating agent, in order to avoid such loss, may, after having given Notice to all the Members and with the Consent of Members possessing no less than seventy-five percent (75%) of the Company Percentages, either defer liquidation of and withhold from distribution for a reasonable time any assets of the Company except those necessary to satisfy the Company's debts and obligations, or distribute the assets to the Members in kind.

15. **Miscellaneous Provisions.**

15.1 The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

15.2 This Agreement shall be construed and enforced in accordance with the laws of New York.

15.3 Amendments to this Agreement shall be made only by mutual agreement in writing of Members possessing at least seventy-five percent (75%) of the total Company Percentages held by all of the Members.

15.4 This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart, except that no counterpart shall be binding unless signed by a Member.

15.5 Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

15.6 Paragraph titles are for description purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the day and year first above written.

**SIGNATURES AND ADDRESSES ARE ON THE ATTACHED SCHEDULE A**
311 CA ASSOCIATES, LLC
SCHEDULE A

Members

Name, Address and Signature

Philip Proujansky
333 Coddington Road
Ithaca, New York 14850

John Novarr
1001 West Seneca Street
Ithaca, New York 14850

Schedule A-1
311 CA ASSOCIATES, LLC

Exhibit A

Executive Committee

The following persons are the members of the Executive Committee:

1. Philip Proujansky
2. John Novarr
### COMPANY PERCENTAGES

<table>
<thead>
<tr>
<th>Name of Members</th>
<th>Company Percentages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philip Proujansky</td>
<td>60%</td>
</tr>
<tr>
<td>John Novarr</td>
<td>40%</td>
</tr>
</tbody>
</table>

**TOTAL** 100%
311 CA ASSOCIATES, LLC

Exhibit C

Description of the Property

The Property consists of real property located at 311 College Avenue in the City of Ithaca, Tompkins County, New York, together with personal property located therein and other assets, tangible and intangible, relating thereto.
311 CA ASSOCIATES, LLC

**Exhibit D**

**Fair Market Value; Members' Capital Accounts**

1. The Fair Market Value of the Company's Property on the date hereof, net of liabilities, is $______________.

2. The Members' Capital Account balances on the date hereof, for book purposes, are as follows:

   John Novarr  $_____  
   Philip Proujansky  $_____  

Exhibit D-1
311 CA ASSOCIATES, LLC
Exhibit E

REGULATORY ALLOCATIONS

1.1 Regulatory Allocations. Notwithstanding anything in this Operating Agreement to the contrary, Regulatory Allocations of Company income, gain, loss and deduction shall be made as to the extent necessary to comply with requirements of the Code and Regulations:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations and notwithstanding any other provision of this Exhibit E, Section 1.1, if there is a net decrease in Company Minimum Gain (as this and other capitalized terms used in this Exhibit E are defined in Exhibit E, Section 1.3) during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for the year (and, if necessary, subsequent years) in an amount equal to the portion of the Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant to the Regulations. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Exhibit E, Section 1.1(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations and notwithstanding any other provision of this Agreement except Section 1.1(a) above, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to the Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for the year (and, if necessary, subsequent years) in an amount equal to the portion of the Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to the Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant to the Regulations. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 1.1(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Code Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis) and the gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

Exhibit E-1
(d) **Nonrecourse Deductions.** Nonrecourse Deductions for any Fiscal Year shall be specially allocated among the Members in accordance with their Company Percentages.

(e) **Member Nonrecourse Deductions.** Any Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the risk of loss with respect to the loan to which the Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(f) **Qualified Income Offset.** Except as provided in Exhibit E, Section 1.1(a), in the event that any Member unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(d)(4), (5) or (6) of the Regulations, items of Company income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible.

1.2 **Curative Allocations.** The Regulatory Allocations are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Exhibit E, Section 1.2. Therefore, notwithstanding any other provision of Section 4 of this Agreement (other than the Regulatory Allocations), the Executive Committee shall make the offsetting special allocations of Company income, gain, loss or deduction in whatever manner they determine appropriate so that, after the offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Section 4 of this Agreement.

1.3 **Definitions.** For purposes of this Exhibit E, the following definitions shall apply.

**Adjusted Capital Account Deficit:** With respect to any Member, the deficit balance, if any, in the Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts which the Member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) debit to such Capital Account, the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

**Company Minimum Gain:** Has the meaning set forth in Section 1.704(2)(d) of the Regulations for partnership minimum gain, and is provided for in Exhibit E, Section 1.1(a).

Exhibit B-2
**Member Nonrecourse Debt:** Has the meaning set forth in Section 1.704-2(b) of the Regulations for partner nonrecourse debt.

**Member Nonrecourse Debt Minimum Gain:** Means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations, and is provided for in Exhibit E, Section 1.1(b).

**Member Nonrecourse Deductions:** Has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations for partner nonrecourse deduction, and is provided for in Exhibit E, Section 1.1(d).

**Nonrecourse Deduction:** Has the meaning set forth in Section 1.704(2)(b)(1) of the Regulations, and is provided for in Exhibit E, Section 1.1(e).

**Nonrecourse Liability:** Has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.
REQUEST FOR EXPRESSIONS OF INTEREST

City of Ithaca, NY
East Hill Fire Station Redevelopment

RFEI Release Date: February 5, 2021
Submittal Deadline: March 1, 2021
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A. INTRODUCTION

The City of Ithaca, New York is releasing this Request for Expressions of Interest (RFEI) to determine the level of interest in the redevelopment of the City’s East Hill Fire Station, located at 309 College Avenue.

The City released an RFEI for this site in 2018; however circumstances did not allow for the progression of this project. The City must soon decide whether to move forward with redevelopment of this site or to renovate the existing fire station. The goal of this RFEI is to determine if there is sufficient interest for redevelopment that would include a renovated, new, or relocated East Hill Fire Station that will meet fire protection needs, enhance Collegetown, and financially benefit the city. All responses are due no later than 3pm on Monday, March 1, 2021.

B. PROJECT BACKGROUND

For several years the City has been exploring options for reinvesting in Collegetown, and the East Hill Fire Station was identified as a prime redevelopment site. The City applied for and was granted a $1 million grant from Empire State Development (ESD) to assist in relocation of the fire station and redevelopment of the site.

The existing East Hill Fire Station was designed by Levatich and Miller in 1967 and was renovated by Egner and Associates in 1989. The structure is located at 309 College Avenue in the heart of Collegetown. Collegetown is located adjacent to Cornell University and acts as a gateway to the campus. In recent years Collegetown has been experiencing tremendous growth. In the last 10 years there has been approximately $140 million in new construction in this area, including over 850 new residential units, and 64,000 square feet of commercial space.

In 2015 a conditions assessment of the East Hill Fire Station was completed by Kingsbury Architecture, Charles R. Wilson Engineering, and Griffiths. The study concludes that the existing station would require $1,545,000 in renovations and that a new building would cost approximately $4,236,000.
Anticipated approaches to the project may include, but are not limited to:

- Build an approximately 11,000 square foot, two-bay, turn-key fire station, with the potential for an added 1,300 square foot community space for the City at an alternative East Hill site, with preference given to sites on College Ave. or as close to the existing site as possible, and redevelop 309 College Avenue for private development;
- Utilize air rights above the fire station for private development and retain the fire station in place; or
- Incorporate a new fire station within a project that includes the 309 College Avenue parcel. This would require that the front ramp and apparatus bays be of comparable size to the current facility.

C. SITE DESCRIPTION

The East Hill Fire Station (Previously known as Fire Station No. 9) is located at 309 College Avenue. The building has a footprint of approximately 6,000 square feet with a total building size of roughly 9,000 square feet. It is constructed of modern style masonry and reinforced concrete. It is located on an approximately 9,000 square foot lot in the heart of Ithaca’s Collegetown district. Collegetown is characterized by high and medium-density student housing, retail/restaurant establishments, and a concentrated pedestrian population. Driven by real and anticipated development pressure, land values and rents in the Collegetown core are considerably higher than in other areas of the city and the county. Adjacent to the Collegetown core are neighborhoods of mainly single-family detached housing serving a mixed population of student renters and families. Some of the streets in these
neighborhoods are made up entirely of rental properties occupied predominately by students or recent graduates.

The building is divided into two sections. The apparatus room is located on the west side of the building and its floor elevation sits roughly a half floor level above the lowest floor of the living wing to its east. The east section of the building is a four-story wing that rises dramatically above the apparatus room wing. The recreation and ready rooms, kitchen, and building support spaces occupy the lowest floor, the third and fourth floors contain bunks and bathrooms, and the fourth floor contains mechanical equipment.

D. ZONING

The East Hill Fire Station is located in the City’s MU-2 Zoning District, which allows for retail, office, service, hotel, and residential uses. In most cases, multiple uses are encouraged within the same building. The purpose is to create a dynamic urban environment in which uses reinforce each other and promote an attractive, walkable, year-round neighborhood. The MU-2 Zoning District allows buildings of up to six stories and eighty feet in height.

This site is also located within the City’s Planned Unit Development Overlay District (PUD). This district allows for properties to apply for flexibility within the zoning regulations in exchange for providing the community with benefits that are determined to outweigh any negative impacts from not conforming to the established zoning regulations. Projects applying for a PUD need to go through a public process and receive approval by the City’s Common Council and the Planning and Development Board.
E. SUBMISSION REQUIREMENTS/PROCESS

Submission Requirements

Responses to this RFEI should include the following components:

1. COVER LETTER—Responses should include a statement of interest in this project, which addresses the following questions:
   • Why is the respondent interested in the project?
   • What is the respondent’s experience working on similar projects?

2. PROJECT APPROACH—Responses must include a description of project approach, vision and scale for this site and must include a plan for the fire station with projected costs to the City, if any. If relocation of the fire station is proposed, specify the proposed relocation site and indicate the status of site control. In addition, please provide the following information:

   A. Proposed Project Approach, which should include one of the following options:
      1. Relocate fire station
         • List proposed relocation site(s) and indicate the status of the developer’s site control
      2. Retain, refurbish, and develop around existing fire station
      3. Incorporate a new fire station on project site
      4. Other (explain)
   B. Payment to the City (if any)
   C. Cost to the City (if any)
   D. Redevelopment of 309 College Avenue site
      Include the following:
      1. Use(s):
      2. Square footage (by use and total):
      3. Number of stories:
      4. Number of housing units (if any):
      5. Estimated project cost:
      6. Will project substantially conform to existing zoning:

7. QUALIFICATIONS – Responses should include a detailed explanation of qualifications, including a description of similar projects completed.
**SUBMISSION DEADLINE**

All submissions are due no later than 3pm on March 1, 2021. Submissions should be sent to the following address:

Planning Department c/o JoAnn Cornish  
(Collegetown RFEOI Response)  
108 East Green Street  
Ithaca, NY 14850

**NEXT STEPS**

The City intends to use responses from this RFEI to develop a plan of action for the East Hill Fire Station. Based on the quality of responses submitted, the City may decide to negotiate for a development project or may release a full Request for Proposals for redevelopment of this site.

**G. LIMITATIONS**

This RFEI does not commit the City to moving forward with a project. The City retains the right to reject all submissions and to determine whether or not to move forward with a full Request for Proposals.
April 5, 2021

Planning Department c/o JoAnn Cornish  
(Collegetown RFEOI Response)  
108 East Green Street  
Ithaca, NY 14850

Re:  City of Ithaca Request for Expressions of Interest – East Hill Fire Station  
(309 College Avenue)

Dear Ms. Cornish:

On behalf of Philip Proujansky and John Novarr, 311 CA Associates, LLC (“311 CA”) is submitting this letter to the City of Ithaca to express 311 CA’s interest in connection with the redevelopment of the East Hill Fire Station property located at 309 College Avenue in the City of Ithaca (the “Fire Station Property”). The basic terms upon which 311 CA would acquire or utilize the Fire Station Property are set forth in the attached Letter of Intent.

These terms include our offer of an all-cash Purchase Price for 309 College Ave PLUS contribution of an alternate site, at no cost to the City, for the City to build a new Fire Station. The site alternatives that we control are on Dryden Road, Linden Avenue or East State Street and would be reviewed with the City for adequacy. The purchase price offered for 309 College Ave is $4,000,000 plus $400,000/floor for each floor (story) above six stories that 311 CA achieves via BZA or PUD approval process. In the alternative: 311 CA would offer to acquire the air rights above the existing Fire Station with a right to build a minimum of six additional floors above the Fire Station. We would offer to acquire six stories of air rights for $2,250,000 and would pay an additional $300,000/floor for each additional floor/story granted by the City in an air rights agreement.

311 CA owns the contiguous property to 309 College Avenue located at 311 College Avenue (“the Nines Property”). We strongly believe that the highest and best use for the redevelopment of both the Nines Property and the Fire Station Property is for both properties to be re-developed for a single, significant commercial use building.
We look forward to working with the City of Ithaca in connection with this redevelopment project and if you have any questions, please contact either John Novarr or myself.

Thank you for your consideration.

Very truly yours,

311 CA ASSOCIATES, LLC

By: [Signature]
Philip Proujansky
LETTER OF INTENT TO ACQUIRE THE EAST HILL FIRE STATION PROPERTY
AT
309 COLLEGE AVENUE, CITY OF ITHACA, NEW YORK

April 5, 2021

The following are the basic terms for the proposed acquisition of the East Hill Fire Station Property at 309 College Avenue in the City of Ithaca (the “Fire Station Property) by 311 CA Associates, LLC:

1. The Purchase Price offered for 309 College Ave is $4,000,000 plus $400,000/floor for each floor (story) above six stories that 311 CA achieves via BZA or PUD approval process. In addition to the Purchase Price for 309 College Ave., 311 CA will contribute an alternate site, at no cost to the City, for the City to build a new Fire Station. The site alternatives that will be offered are on Dryden Road, Linden Avenue or East State Street and would be reviewed with the City for adequacy.

2. As an alternative, 311 CA would offer to acquire the air rights above the existing Fire Station with a right to build a minimum of six additional floors above the Fire Station. 311 CA would offer to acquire six stories of air rights for $2,250,000 and would pay an additional $300,000/floor for each additional floor/story granted by the City in an air rights agreement.

311 CA ASSOCIATES, LLC

By: Philip Proujansky
COVER LETTER
April 6, 2021

Planning Department
c/o JoAnn Cornish
108 East Green Street
Ithaca, NY 14850

RE: Collegetown RFEI Response: East Hill Fire Station Redevelopment

Dear Ms. Cornish,

Visum Development Group and LaBella Associates are pleased to submit the enclosed expression of interest to redevelop the East Hill Fire Station at 309 College Avenue in Ithaca. We are proposing to build a new fire station at no cost to the city, to introduce a flexible community room, and to introduce more housing units to continue helping Ithaca meet its housing production goals. Our team’s primary interests are to advance public health and safety in Collegetown, to create a gathering space for the entire community, and to expand housing options in the City of Ithaca.

Visum Development Group is a proudly Ithaca-based developer specializing in new construction and redevelopment of residential properties. Visum’s thoughtful approach and deep understanding of Collegetown present an opportunity to continue making a positive impact in the neighborhood and the City of Ithaca as a whole. Visum’s interest in the fire station site is to build a high-quality project in Collegetown that increases the supply of modern housing in Ithaca, reduces demand pressure on established residential neighborhoods, and gives back to the community we call home with a major public contribution.

As outlined in the attached documents and the list of similar projects completed, Visum has completed several projects in Collegetown of comparable physical scale and financial complexity as the proposed project for 309 College Avenue. The company has direct experience working with the physical constraints of building on College Avenue. Taken together, Visum has 388 beds under management and approximately 1,900 units in the pipeline. We have secured $106 million in financing and have $99 million in assets under management.

As a locally-owned and proudly Ithacan company, Visum is mindful about choosing projects that would generate a positive impact in the community. As urbanists dedicated to creating walkable, vibrant, and inclusive places, we work with a keen awareness of how we are responding to Ithaca’s perennial undersupply of safe, high-quality, and modern housing.

As the architecture and engineering lead, LaBella offers a full-service team of design professionals and a nearby Ithaca office, enhancing coordination, quality control, and responsiveness to project needs. LaBella’s team has extensive experience providing architectural services related to emergency service facilities including fire departments, police stations, ambulance districts and other related municipal buildings. LaBella also has an extensive background in residential multifamily, collegiate residential, and mixed-use projects.

LaBella’s interest in this project is multifaceted. 309 College Avenue presents an opportunity to work with the City of Ithaca on a significant community issue that could impact many stakeholders. It is a design challenge that has the potential to have wide-ranging positive impacts on public safety, the municipal budget, the housing inventory of Ithaca, and the public realm of College Avenue and the
larger Collegetown neighborhood. It also provides an opportunity for LaBella’s interdisciplinary team of engineers, architects, and planners to work together on an innovative solution.

Both Visum and LaBella have extensive experience working on several successful projects in Ithaca, and both our firms have demonstrated a keen commitment to civic-minded projects that meet the unique needs of our community. This project team also has a well-established track record for developing and building urban infill projects on time and within budget.

With this expression of interest, Visum and LaBella not only demonstrate exceptional skill and ability, but also a sincere commitment to improving the Ithaca community with responsive and innovative treatments of the components that make up this project. Our project proposal represents an approach that is a feasible and highly achievable implementation of public-private partnerships. In short, we believe that we are the best team and have the best proposal for redeveloping 309 College Avenue as a project with true public benefit.

We appreciate the opportunity to be considered for this project. We look forward to discussing our ideas in greater detail.

Respectfully submitted,
LaBella Associates

Christopher Kozub, AIA, NCARB
Regional Manager

Visum Development Group

Todd Fox
Founder | CEO
PROJECT APPROACH
EXPERIENCE WORKING ON SIMILAR PROJECTS

As outlined in the attached documents and the description of similar projects completed, Visum has completed several projects in Collegetown of comparable physical and financial scale and complexity as the proposed project for 309 College Avenue. Our company has direct experience working with the physical constraints of building on College Avenue. Taken together, Visum has 388 beds under management and approximately 1,900 units in the pipeline. We have secured $106 million in financing and have $99 million in assets under management. As a locally-owned and proudly Ithacan company, we are mindful about choosing projects that would generate a positive impact in the community. As urbanists dedicated to creating walkable, vibrant, and inclusive places, we work with a keen awareness of how we are responding to Ithaca’s perennial undersupply of safe, high-quality, and modern housing.

LaBella has extensive experience providing architectural and engineering services related to emergency service facilities including fire departments, police stations, ambulance districts and other related municipal buildings. We also have an extensive background in residential multi-family, collegiate residential, and mixed-use space projects.

PROJECT APPROACH

A. PROPOSED PROJECT APPROACH

The core intent of the Visum/LaBella project approach is to provide the City of Ithaca with a new fire station and multipurpose community room at no public cost. In exchange, the development team wishes to obtain rights to build a private residential project above the public-sector components, which would offset the cost of building the fire station and community room. The new building would therefore have both publicly and privately owned and operated components.

• On the first two or three levels, a new, modern, and energy-efficient 11,000-sf fire station will meet the Ithaca Fire Department’s needs. The City would retain ownership and management of the fire station and the land. The new station would be constructed by Visum and LaBella in accordance with specifications and schematic designs to be developed in collaboration with the City of Ithaca at a cost not to exceed a guaranteed maximum price.

• A 1,300-sf community room would also be available which local organizations and the City can schedule for meetings and public events. The City would operate and retain ownership of this room.

• Privately owned housing would be located above. Visum Development Group (or through a to-be-created entity under the control of Todd Fox) proposes to purchase the air rights above the fire station to build, own, and operate the housing.
PROJECT APPROACH

East Hill Fire Station Redevelopment- Collegetown

A Community-Responsive Proposal

Our proposal resolves many of the issues that the City and its consultants identified in a 2015 study and conditions assessment for the present fire station. As the study noted, the existing "building is now about a half century old and its building fabric and infrastructure are in need of updating." We elected to retain the fire station at the 309 College Avenue site because of the present location’s proximity to a high density of students living in nineteenth-century wooden boarding houses, the mixed-use district of Collegetown, both East Hill and Belle Sherman, and because it is the second closest station to the growing downtown.

The current building is a thoughtful example of late modernist design by the regional firm Levatich and Miller, who also designed the Contemporary Trends building in downtown Ithaca, the Cayuga Heights Elementary School, the modernist Newfield Methodist Church addition, and the Psychiatric Hospital in Elmira. However, the structure has outgrown its usefulness and has several environmental and occupant satisfaction issues, and the Cornell University Library has extensive photographic records and drawings of the building. These factors make the project team comfortable with proposing demolition of the current fire station.

With state-of-the-art and environmentally-forward twenty-first century design, we are confident that a new building can be designed to avoid the long-term maintenance issues associated with the current building, including moisture infiltration, energy efficiency of windows, and efficiency of MEP and HVAC systems. We wish to collaborate with the City and Fire Department to understand how we can best provide for firefighters’ space needs, occupant comfort and health, and anticipated telecommunications needs.

The intention of the community room is to provide enclosed public space in the Collegetown neighborhood, which currently has few suitable facilities for indoor meetings beyond St. Luke’s Lutheran Church and the Student Agencies buildings. The project team anticipates that the community room will be an attractive location meeting the needs of residents of East Hill, Collegetown, and Belle Sherman, and will help integrate Collegetown more fully with non-student residents of Ithaca.
Anticipated Negotiation Components

Preliminarily, we anticipate the following general project stages and components, which will be defined with greater clarity as the project progresses.

The Development Team and the City of Ithaca would enter into a Memorandum of Understanding establishing basic terms upon which the parties would cooperate in good faith to negotiate, finalize, and approve a Development or Redevelopment Agreement for the site. Both parties would also negotiate a Declaration of Conditions, Restrictions, and Reciprocal Easements necessary for the long-term operation of the project. This would include customary provisions such as ingress and egress on and within the site (both for occupants and refuse removal), snow removal, capital repairs, shared walls and foundations, use restrictions, and insurance.

Both the City and the development team should also discuss potential construction easements; these would be useful if the City issues a temporary Certificate of Occupancy, for instance, if the fire station is occupied before the residential component is complete. Execution of these agreements would presumably be subject to approval by Common Council and the Ithaca Fire Department.

The development team will collaborate closely with the Ithaca Fire Department to finalize all the construction drawings and details of the new fire station, and will deliver a bid set of construction documents. The team will be responsible for bidding for contractors, securing construction and permanent financing, and securing a building permit to construct the fire station, community room, and residential component. Through the negotiation process, the City and the development team would agree on an ultimate Construction Schedule of the new project, as well as preliminary site access for hazardous materials surveying and remediation ahead of demolishing the current building.

The development team will pursue City of Ithaca approval of the site plan and all other land use
and zoning entitlements and permits required to undertake the project. We will also need the City to approve sale of air rights above the parcel, which could include a vertical subdivision creating separate legal tax parcels. The development team would be responsible for the costs associated with pursuing and recording the air-rights subdivision. We are also open to negotiating different options of how the air rights could be purchased. If necessary, the development team may seek to obtain title or easements to subsurface rights needed for structural and foundation reasons.

**DESIGN APPROACH**

LaBella Associates’ role as design professional on the project team is to assist the City of Ithaca in achieving the community’s goals for providing adequate fire service as part of the project. LaBella applies certain common guidelines to all of our efforts to form the cornerstone of all effective projects. LaBella believes the most effective and lasting approach to this project is one that brings together a team of professionals to work alongside the Ithaca Fire Department, the community and ultimately the fire district as end-users. As a part of this team, LaBella will:

- Listen attentively and collect the information needed to develop the program that meets the unique needs of the Ithaca community;
- Be inclusive in the search for ideas and comments and seek to involve key Ithaca Fire Department staff members; and
- Provide leadership through the assignment of Chris Kozub, AIA, Regional Manager, as Project Manager and lead contact alongside Visum.

The architectural and engineering design process will involve three phases: a preliminary facilities study and due diligence, concept design in conjunction with Visum and the City, and a final study and design.

**Design Phase 1: Facilities Study and Due Diligence**

LaBella firmly believes that good facility planning requires thorough data collection and assessment related to systems, infrastructure and code related items. LaBella’s architects and engineers will review the information gathered to date and also visually observe the current firehouse facilities (both on East Hill and the newer West Hill and South Hill facilities) to help us better understand the underlying context of the existing information and what the City of Ithaca expects in terms of design and usability.

A full site survey, including boundary, topography, utilities, and controls will be required to obtain planning and building approvals. Subsurface borings and investigations will be needed to determine the structural capacity of the soils, soil characteristics, and the depth of the water table. Given better up-front data, we can better avoid unknowns moving forward.

**Design Phase 2: Concept Design, Programming, and Planning**

After the data-gathering process, initial probable cost estimates will be generated. We will coordinate with both Visum Development and the City of Ithaca to discuss potential design solutions that will allow Visum to include an on-site fire station and community room at no cost to the city.

With the completion of the Programming Summary, the City and Visum will have a valuable document that describes the overall vision and scope of work to be completed. Schematic Design services take these broad concepts and develop them further, resulting in a well defined program that is well understood in terms of scope, schedule and probable cost. MEP, site, and building design issues are addressed in enough detail so as to propose a construction program that does not rely on inflated contingency costs to cover the unknown.

Renderings, graphics, plans, and narratives are all developed to both capture design intent for
PROJECT APPROACH

East Hill Fire Station Redevelopment- Collegetown

subsequent project phases, as well as communicate with the City of Ithaca and the public. SEQRA will also be performed as part of the environmental assessment.

Design Phase 3: Final Study and Construction Drawings

We will capture all of the work performed in a comprehensive document, outlining a redevelopment project that meets the needs of the City of Ithaca and Visum Development. The final document will also include construction drawings for the project to receive building permits. We have provided some preliminary idea sketches to demonstrate our combined initial thoughts for potential design solutions for options being considered. These ideas and concepts represent the preliminary discussions with LaBella and Visum.

The development team will reasonably accommodate any change orders submitted by the City during construction, and we will keep the City consistently involved as a partner throughout.

B. PROPOSED PURCHASE PRICE

Visum Development proposes $850,000 (the current Tompkins County assessed value of the land without improvements) to purchase a to-be-subdivided air rights parcel in return for the city receiving a new fire station and community room with no public capital expenditures. The project team is open to negotiate this price with the City.

C. COSTS OR OBLIGATIONS REQUIRED OF THE CITY

The project team wishes to collaborate actively with the City of Ithaca and the Ithaca Fire Department to design and specify for programming needs in the new fire station and the community room. The public-sector partners should also collaborate with the Visum/LaBella team on identifying a strategy for temporarily relocating the fire station during the construction period.
**PROJECT APPROACH**

East Hill Fire Station Redevelopment- Collegetown

In addition to the anticipated negotiation aspects outlined under “Proposed Project Approach,” the project team only expects that the city would incur routine maintenance and operating costs for the fire station and community room in the long run. We anticipate these costs will be lower than the current fire station because of the new construction and energy-efficient design meeting Ithaca’s Green Building Policy. The Fire Department will provide its own specialized supplies, but the City and the development team can negotiate on furniture, fixtures, and equipment (FF&E) that can be provided as part of the upfront development cost.

The City will also operate the community room, presumably from General Fund appropriations dedicated to the Home & Community Services category of the City’s annual budget, or as deemed appropriate by the City.

To recap, other anticipated obligations of the City covered under “Proposed Project Approach” include the following:

- Enter into a Memorandum of Understanding with the Visum/LaBella team
- Negotiate, finalize, and approve a Development or Redevelopment Agreement
- Negotiate a Declaration of Conditions, Restrictions, and Reciprocal Easements
- Sell the air rights above the future fire station to the development team
- Potentially transfer title or agree to easements for subsurface rights
- Agree on potential construction easements
- Allow pre-demolition access to the site for soils and materials sampling
- Issue site plan, zoning, and building permits and approvals, and any other entitlements required by law for the project to be built

**SITE LOCATION**
**PROJECT APPROACH**

East Hill Fire Station Redevelopment- Collegetown

**D. REDEVELOPMENT OF 309 COLLEGE AVE. SITE**

Our project approach illustrates the principle of value capture in public-private partnerships, and it proposes a win-win scenario for both the City and the development team. By developing private housing above the public fire station and community room, the City of Ithaca receives significant long-term public benefits without incurring public debt or requiring expenditure of budgeted funds. A few mixed-use fire station projects have begun emerging across the nation, and this is an ideal location for the City of Ithaca to lead by example for how to benefit from private development value to support the provision of public services.

This proposal includes construction of a new, state-of-the-art, 11,000-sf fire station on the ground floor. It also includes a 1,300 sf community space that could be flexibly reserved and used by local organizations and for local public meetings to make Collegetown more available to the broader Ithaca community beyond students. Between six and eight stories of private residential would be built above, which would generate sufficient rental revenue both to cover the costs of the public components of the project to attract private funding. Circulation (i.e., stairs and hallways) for the community room and for the residential component would be separate from the fire station.

A note on scale: due to the necessary two or three stories of fire station and community room at the base, the residential portion would need to exceed the present allowable height. Without the fire station component, we anticipate the residential part of the building would largely conform with the MU-2 zoning, with the exception of number of stories.

The adopted 2009 Collegetown Urban Plan (on pages 2.27 and 5.16) contemplated a “mixed-use residential project incorporating the existing fire station at 309 College Avenue” of approximately 75 units, 160 beds, and approximately 90 feet in height. The Visum and LaBella proposal closely mirrors this initial study. Of course, given the preliminary nature of the RFEI, the numbers presented below are initial and subject to change over the course of design development and negotiations with the City and the Fire Department. However, the Visum and LaBella team have attempted to be realistic with the anticipated costs and built sufficient buffers into our financial models.

| Uses & Number of Stories | Fire station and community room  
|                         | (2 to 3 stories)  
|                         | Private rental housing above  
|                         | (6 to 8 stories)  
|                         | **Total 8 to 11 stories**  
| Square footage by use and total | Fire station  
|                         | 11,000 sf or as needed by the Ithaca Fire Department  
| Community room | 1,300 sf meeting program needs and specifications of the City  
| Residential component | Living space: 6,100 sf per floor; 36,000 to 48,000 sf total  
|                         | Gross floor area: 7,020 sf per floor; 42,120 to 56,160 sf total  
| Number of Housing Units | 66 to 88 units  
| Estimated project cost | Estimated around $20.7 million total. We anticipate somewhere between $6.1 million and $6.7 million for the fire station and community room.  
| Will the project substantially conform to existing zoning? | Yes, with the exception of height and number of stories  

![Visum Development Group](image-url)

![LaBella](image-url)
PROJECT APPROACH

East Hill Fire Station Redevelopment - Collegetown

VISUM TEAM

Todd Fox
As the Founder and CEO of Visum, Todd is responsible for overseeing all facets of the business. He is intimately involved in all Visum projects, from concept formation to long-term stabilization. He has a proven executive management track record in the real estate industry, having developed over $100MM in projects over the past 10 years.

Laura Mattos
Laura is integral to the leadership of the Visum team focusing on overseeing Visum’s new developments, implementing daily operations, and setting comprehensive goals for the company’s performance and growth. She combines more than 15 years of experience in design, construction, and finance with her passion for creating places that transform cities and enhance people’s lives.

Patrick Braga
Trained in urban planning and real estate finance, Patrick provides analytical and strategic support to the development process, from evaluating potential deals to designing uplifting buildings and places. With his comprehensive experience in development, local government, and urban design, Patrick helps ensure that Visum’s projects become positive and financially sound contributions to the communities where we work.

LABELLA TEAM

Daniel Pieters, AIA
Dan is LaBella’s Fire Station Design Expert. With over 26 years of project experience, his design expertise with emergency response facilities includes new construction, additions, and renovations. He has served as both Project Architect and Project Manager on projects that have included living quarters, storage space, meeting/banquet spaces, fire training facilities, office areas, and commercial kitchens. Dan is currently serving as the Director of Architecture for all of LaBella Associates.

Christopher Kozub, AIA, NCARB, LEED AP
Chris has been practicing architecture for 22 years with experience across multiple market segments including K-12 education, higher education, corporate, commercial, retail, and hospitality. His projects include additions, renovations, new construction, building condition surveys and facility assessments. Additionally, he has extensive experience in managing large-scale, multi-discipline projects utilizing just-in-time delivery of building systems and key design components. Chris is considered by his peers to be a leader in his use of emerging technologies and he has served on steering committees and advisory boards for some of the world’s most innovative construction software companies.

IDENTITY OF ALL OWNERS WITH 15% OR MORE OWNERSHIP OF THE RESPONDENT

Todd Fox is the sole owner of Visum Development Group LLC.

LaBella Associates is an employee-owned company with no individual stakeholder owning 15% or more. In the Firm Overview section of this submission our firm Principals with the most ownership stake are listed.
DESIGN CONCEPTS

East Hill Fire Station Redevelopment - Collegetown

MAIN LEVEL

SECOND LEVEL

LaBella
Powered by partnership
DESIGN INSPIRATION
East Hill Fire Station Redevelopment- Collegetown

MEZZANINE

BASKETBALL COURT

OUTDOOR STAIR FOR NARROW SITE

PUBLIC GREEN SPACE

UPPER AREA SEATING
QUALIFICATIONS
FIRM OVERVIEW
ABOUT LABELLA

At LaBella Associates, our job is to create – structures, plans, ideas, results. As a nationally recognized Design Professional Corporation, that’s a given, right?

But here’s what really drives us: creating partnership between our team and our clients. So much so that we become one team, unified in the unrelenting pursuit of exceptional performance on each and every project. Reliability. Accountability. Collaboration. Respect. Not skills we went to school for, but innate in LaBella team members.

The pursuit of partnership is embedded in our culture—has been since our inception in 1978. And it affects client outcomes in profound ways. It means we’re built to expertly execute projects from start to finish. That we have the talent and resources to take on any challenge. That projects are completed on time, on budget, and beyond expectations. And that we win awards – not just for our talent, but also for our ethics, employee culture, and growth.

Today, our wheelhouse is broad, with four key service offerings: Buildings, Energy, Infrastructure, and Environmental. Our staff of over 1000 team members is spread across more than 25 office locations. We’re headquartered in Rochester, NY—but our impact is seen, felt, and experienced around the world.

SOLVE COMPLEX PROBLEMS

INFRASTRUCTURE
We’re planning, designing, and building the systems and structures that enable modern life. It’s innovation meets heavy-duty insight.

BUILDINGS & FACILITIES
It’s about more than creating, maintaining and resurrecting the buildings in which we work, learn, and engage – it’s about beautifying and bettering the communities we call home.

ADVOCATE FOR THE FUTURE

WASTE, RECYCLING AND ENVIRONMENTAL
Our services are leading the way to help study, restore, and safeguard the land, air and waterways in and around our communities.

LEAD THE WAY

ENERGY
From traditional energy sources to renewable ones, we’re helping power our regions through energy resource management, transmission and distribution.
TECHNICAL CAPABILITIES
Areas of Firm Expertise

Environmental Consulting & Ecological Services
• Phase I & II Environmental Site Assessments
• Remediation
• Brownfields
• Asbestos, Lead and Mold Abatement Design
• Industrial Hygiene & Safety
• Site Analysis and Site Selection
• Wetland Delineation
• Ecological Studies

Mechanical Engineering
• HVAC / Precision Cooling System Design
• Plumbing & Fire Protection
• Distribution Systems

Our project teams are comprised of professionals from diverse disciplines, working together in partnership to tackle our toughest challenges.

Energy Engineering
• Energy Auditing & Lighting Surveys
• Energy Master Planning
• Energy Metering and Monitoring
• Performance Contracting Assistance
• Energy Conservation Measures: Evaluation, Design
• Alternative Fuels: Biomass, Biogas
• Distributed Energy Resources, CHP, PV, Wind
• Economic Analysis, Life Cycle Cost Analysis
• Rebate Assistance, 3rd Party Reviews
• Facility Benchmarking
• LEED Assistance
• NYSERDA Program Services

Commissioning Services
• Evaluation of Facility Requirements
• Compliance & Performance Reviews
• Field Verification
• Identify & Correct System Installation Deficiencies
• Review of Operations & Maintenance Manuals for Compliance
• Post Construction Assessments
TECHNICAL CAPABILITIES
Areas of Firm Expertise

• NYSERDA and LEED Commissioning
• Retro-Commissioning

Electrical Engineering
• Power Distribution Systems & Emergency Power
• Lighting & Life Safety Design
• Fire Alarm Engineering
• Security & Access Control Systems
• Telephone & Data Communications
• Electric Utility Engineering
• Process Control & Instrumentation

Structural Engineering
• Structural Design & Inspections
• Load Ratings
• Site Engineering
• Substation Structural Design
• Foundation Design

Civil Engineering
• Water & Wastewater
• Utility Design
• Stormwater Management
• Site Design
• Athletic Field Design

Transportation Engineering
• Highway & Street Design
• Traffic
• Bridge Design
• Survey
• Construction Administration
• Geotechnical Engineering

Planning
• Funding and Grants Consulting
• Municipal Planning

• Environmental Review
• Facility Planning
• Downtown Revitalization
• Economic Development
• Wind Energy Project Review
• Geographic Information Systems

Noise and Acoustical
• Acoustical Design for Critical Spaces
• HVAC System Noise Control
• Environmental Noise Analysis

Waste & Recycling
• Engineering and Environmental Services Tailored to the Solid Waste Industry
• Construction Phase Services
• Operations Consulting
• Stormwater
• CCR Management
• Landfill Gas Management
• Material Reuse/Recycling
• Training

Renewable Energy
• Interconnection Design
• Site Plan Design & Approval
• ALTA and Topographic Survey
• Wetland/Stream Delineation Services
• Geotechnical Investigation and Report
• Critical Issue Analysis
• Interconnection Application (Third-Party) Review and Management
• State or Local Environmental Impact Statement/Review
• Noise & Visual Impact Analysis
• Solar Local Law Development Assistance
• Solar Construction & Installation
• Construction Phase Owner’s Representation

Architecture
• Architectural Design
• Project Management
• Development Scheduling
• ADA Compliance
• Site Selection and Analysis
• Feasibility Studies
• Land Use Master Planning
• Space Planning
• Site/Sports Planning
• Computer Aided Design & Drafting
• Facilities Evaluation and Planning
• Project Programming
• Cost Analysis
• Resident Project Representation

Interior Design
• Interior Design
• Space Utilization
• Furniture, Fixtures, Equipment + Technology Integration

Program Management
• Portfolio and Program Management
• Project Management
• Procurement Coordination and Expediting
• Project Scheduling and Controlling
• Cost Analysis
• Risk Management

LaBella
Powered by partnership.
### Firmwide Organization

**Chief Executive Officer**  
Steve Metzger, PE

**Board of Directors**

**President**  
Jeffrey A. Roloson, AIA

**Chief Financial Officer**  
Rob Pepe

#### Architecture & Interiors
- Municipal/Criminal Justice
- Commercial
- Education
- Religious
- Healthcare
- Arts & Recreation

**Staff:** 124  
**Licensed:** 39

#### Buildings Engineering
- Mechanical, Electrical & Plumbing
- Structural
- Energy
- Commissioning
- Hydropower

**Staff:** 114  
**Licensed:** 37

#### Civil Engineering
- Municipal Engineering
- Infrastructure
- Site Development
- Gas Design
- Inspection
- Athletic Facilities

**Staff:** 110  
**Licensed:** 31

#### Environmental
- Environmental Due Diligence - Phase I & Phase II
- Regulated Building Materials
- Brownfield & Urban Redevelopment
- Environmental Compliance
- Environmental Contracting & Drilling
- Energy, Utility & Natural Gas

**Staff:** 189  
**Licensed:** 33

#### Program Management
- Field Construction Management
- Program Development
- Project Management Plans
- Risk Management
- Procurement/Expediting
- Quality Assurance/Quality Control

**Staff:** 217  
**Licensed:** 33

#### Power Systems Engineering
- Substation Design
- Protection, Control & Automation
- Substation Maintenance
- Transmission Line Design
- Circuit Analysis
- Project Management

**Staff:** 36  
**Licensed:** 3

#### Transportation
- Bridge & Structural Design
- Highway & Street Design
- Transportation Planning & Traffic Engineering
- Construction Engineering
- Surveying & Mapping

**Staff:** 60  
**Licensed:** 25

#### Waste & Recycling
- Solid Waste Management
- Construction Phase
- Material Recovery/Recycle
- Landfill Gas
- Coal Combustion Residual Management
- Operations Consulting

**Staff:** 39  
**Licensed:** 12

#### Marketing

#### Human Resources

#### Accounting & Information Technology
OFFICE LOCATIONS

New York
Rochester, NY
300 State Street, Suite 201
Rochester, NY 14614
(585) 454-6110

Buffalo, NY
300 Pearl Street, Suite 130
Buffalo, NY 14202
(716) 551-6281

Syracuse, NY
316 South Clinton Street
2nd Floor
Syracuse, NY 13202
(315) 766-1128

Albany, NY
25 Delaware Avenue
Delmar, NY 12054
(518) 439-8235

Ballston Spa, NY
5 McCrea Hill Road
Ballston Spa, NY 12020
(518) 885-5383
*Formerly Aztech Environmental Technologies

Binghamton, NY
4104 Vestal Road, Suite 105
Vestal, NY 13850
(607) 296-3096

Hornell, NY
20 Seneca Street
Hornell, NY 14843
(607) 324-0261

Ithaca, NY
105 N. Tioga Street, Suite 200
Ithaca, NY 14850
(607) 319-4136

Elmira, NY
100 West Water Street, Suite 101
Elmira NY 14901
(607) 734-8492

Jamestown, NY
500 East Sixth Street
Jamestown, NY 14701
(716) 483-3153

Pennsylvania
Scranton, PA
1000 Dunham Drive, Suite B
Dunmore, PA 18512
(570) 342-3101

Pittsburgh, PA
567 Manor Harrison City Road
P.O. Box 387
Harrison City, PA 15636
(724) 516-5457

Ohio
Cleveland, OH
6150 Parkland Boulevard
Suite 100
Mayfield Heights, OH 44124
(216) 862-5788

Connecticut
New Haven, CT
170 Lakeview Avenue
Hamden, CT 06514
(203) 338-9693

Maine
Portland, ME
62 India Street, Suite A
Portland, ME 04101

Virginia
Richmond, VA
1604 Ownby Lane
Richmond, VA 23220
(804) 355-4520

North Carolina
Charlotte, NC
400 South Tryon Street
Suite 1300
Charlotte, NC 28285
(704) 376-6423

Davidson, NC
455 South Main Street, Suite 220
Davidson, NC 28036
(704) 439-2931

Winston-Salem, NC
939 Burke Street, Suite H
Winston-Salem, NC 27103
(336) 941-2114

Gastonia, NC
300 S. Firestone Street
Suite 200-L
Gastonia, NC 28052

Greensboro, NC
2211 W. Meadowview Road, #101
Greensboro, NC 27407
(336) 323-0092

South Carolina
Charleston, SC
7301 Rivers Avenue, Suite 189
North Charleston, SC 29406
(843) 207-1373

Rock Hill, SC
331 E. Main Street
Suite 200
Rock Hill, SC 29730
(803) 909-9391

Alabama
Opelika, AL
2101 Executive Park Drive, Suite 102
Opelika, AL 36801
(334) 332-8402

Birmingham, AL
528 Mineral Trace
Hoover, AL 35244
(205) 666-2766
*Formerly Highland Technical Services, Inc.

Mobile, AL
3502 Laughlin Drive, Suite B
Mobile, AL 36693
(251) 666-2766
*Formerly Highland Technical Services, Inc.

Spain
Edificio La Encina
Plaza de la Encina, nº 10-11,
Portal 5, 4ºA
28760 Tres Cantos, Madrid

*headquarters
## Firm Officers

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Discipline</th>
<th>Years w/ Firm</th>
<th>State Licenses</th>
<th>Year Licensed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sergio Esteban, PE</td>
<td>Chairman of the Board of Directors &amp; Principal</td>
<td>Civil</td>
<td>40</td>
<td>NY</td>
<td>1983</td>
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<tr>
<td>Robert Healy, AIA</td>
<td>Treasurer &amp; Principal</td>
<td>Architecture</td>
<td>30</td>
<td>NY, PA, NC</td>
<td>1985</td>
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<tr>
<td>Steven Metzger, PE</td>
<td>Chief Executive Officer</td>
<td>Civil</td>
<td>26</td>
<td>NY, PA, ME, CT, NC, TX</td>
<td>1999</td>
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<tr>
<td>Jeffrey Roloson, AIA, LEED AP</td>
<td>President</td>
<td>Architecture</td>
<td>16</td>
<td>NY</td>
<td>2004</td>
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<tr>
<td>Michael Winderl, PE, LEED AP</td>
<td>Chief Operating Officer</td>
<td>Buildings Engineering</td>
<td>12</td>
<td>NY, NJ, OH, NC, NH, VT</td>
<td>1990</td>
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<tr>
<td>Brian Miller, PE</td>
<td>Secretary &amp; Sr. Vice President</td>
<td>Transportation</td>
<td>16</td>
<td>NY, PA, NH, VA, NC, CT</td>
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<td>Robert Pepe</td>
<td>Vice President &amp; Chief Financial Officer</td>
<td>Administration</td>
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<tr>
<td>Gregory Senecal, CHMM</td>
<td>Sr. Vice President</td>
<td>Environmental</td>
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<td>Susan Matzat, PE, SECB</td>
<td>Sr. Vice President</td>
<td>Buildings Engineering</td>
<td>27</td>
<td>NY, NC, PA, ME</td>
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<td>Mark Bagdon, PE, CEM, CDG, LEED AP</td>
<td>Vice President</td>
<td>Buildings Engineering</td>
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<td>Casey Bernhard, PE, LEED AP</td>
<td>Vice President</td>
<td>Buildings Engineering</td>
<td>23</td>
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<td>Brendan Bystrak, PE</td>
<td>Vice President</td>
<td>Civil</td>
<td>14</td>
<td>NY</td>
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<td>Fil Fina III, PE</td>
<td>Vice President</td>
<td>Environmental</td>
<td>25</td>
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# Firm Officers

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<tr>
<th>Name</th>
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<td>Donald Garbrick, PE</td>
<td>Vice President</td>
<td>Civil</td>
<td>40</td>
<td>NY, NC, FL</td>
<td>1981</td>
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<tr>
<td>Keith Garbrick, PE</td>
<td>Vice President</td>
<td>Civil</td>
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<td>David Gardner, AIA, NCARB, ACHA</td>
<td>Vice President</td>
<td>Architecture</td>
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<td>Martin Gilgallon, PG</td>
<td>Vice President</td>
<td>Environmental</td>
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<td>Jennifer Gillen, PG</td>
<td>Vice President</td>
<td>Environmental</td>
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<td>Michael Haley, PLS</td>
<td>Vice President</td>
<td>Survey</td>
<td>37</td>
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<td>James Harris, AIA, LEED AP</td>
<td>Vice President</td>
<td>Architecture</td>
<td>5</td>
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<tr>
<td>Leonard “Butch” Joyce, PE</td>
<td>Vice President</td>
<td>Waste &amp; Recycling</td>
<td>36</td>
<td>AL, GA, KY, MD, NV, NC, PA, VA, WV</td>
<td>1983</td>
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<td>Mark Kukuvka, AIA</td>
<td>Vice President</td>
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<td>17</td>
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<td>Steven Longway, PE</td>
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<td>Todd Martin, AIA</td>
<td>Vice President</td>
<td>Architecture</td>
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<td>NY</td>
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<td>William Matuszek, RA</td>
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<td>Matthew Metyk, LEED AP</td>
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<td>Architecture</td>
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<tr>
<td>Robert Napieralski, CPG</td>
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<td>David Osborne, PE</td>
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<td>Civil</td>
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<td>Richard Pascuzzo, PE</td>
<td>Vice President</td>
<td>Buildings Engineering</td>
<td>15</td>
<td>NY, PA, CO</td>
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<td>Thomas Pavone, PE</td>
<td>Vice President</td>
<td>Program Management</td>
<td>8</td>
<td>NY</td>
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<tr>
<td>Dennis Porter, CHMM</td>
<td>Vice President</td>
<td>Environmental</td>
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<tr>
<td>Daniel Pieters, AIA</td>
<td>Vice President</td>
<td>Architecture</td>
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<td>2008</td>
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<tr>
<td>Michael Rogalski, PE, LEED AP</td>
<td>Vice President</td>
<td>Buildings Engineering</td>
<td>5</td>
<td>NY, NJ, OH, PA, MA, LA, NC, SC, CT</td>
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<tr>
<td>Michael Schaffron, PE</td>
<td>Vice President</td>
<td>Civil</td>
<td>36</td>
<td>NY, PA</td>
<td>1982</td>
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<td>Richard Venvertloh, PE</td>
<td>Vice President</td>
<td>Transportation</td>
<td>34</td>
<td>NY, PA</td>
<td>1984</td>
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<tr>
<td>Timothy Webber, PE</td>
<td>Vice President</td>
<td>Civil</td>
<td>8</td>
<td>NY, PA</td>
<td>2006</td>
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</tbody>
</table>

As of January 3, 2020
Visum Development Group LLC is an Ithaca, NY-based real estate investment company, specializing in new construction and the redevelopment of residential properties. We acquire, renovate, build new, and lease with a determination to maximize returns while mitigating risks for our investors. Visum offers a range of both opportunistic and buy-and-hold strategies in a number of investment areas including student housing, market rate, affordable housing, and commercial properties.

After being nominated the fastest growing company in Upstate NY by Inc 5000 and #24 fastest growing private real estate company in the U.S., Visum is expanding to other markets across the U.S.

Visum has a proven track record of completing large projects on time and outperforming projected returns. The company has secured approximately $106 Million for construction and permanent financing for multifamily housing developments from national and regional lenders and capital sources.
ABOUT VISUM
Projects Under Construction

126 COLLEGE AVE
Purpose-built student housing building in the heart of Ithaca’s Collegetown.
Five minutes walking distance to Cornell campus, steps from restaurants, bars, and services.
4-stories, 5 fully-furnished units, 27 beds.

THE VANGUARD
Mixed-use building in Downtown Boise
8 stories, 76 units, 95 bedrooms
2,720 sq ft of retail

UNDER CONSTRUCTION
TARGET COMPLETION
AUGUST 2021
OUTLOOK APARTMENTS

Overlook Apartments is a 65-unit, 151-bedroom complex comprised of three buildings on South Hill, Ithaca, NY. The development comes to fill a void of student-purpose buildings targeting Ithaca College students.

The amenity-rich development includes an outdoor courtyard with games, BBQ area, and outdoor fitness equipment. Interior amenities include a game room, saunas, study lounge, and fitness rooms.
About Visum

Future Projects

Cherry District Master Plan

Master Plan Development, located on the Cayuga Inlet within walking distance to downtown, projected to be realized over the next ten years.

Visum has site control of 11 acres and will transform the area into a walkable and experiential neighborhood with apartments, condos, parks, retail, hotel, office, and parking.

The Bronze

Student housing building in Ithaca, NY.
Five minutes walking distance to Cornell campus, steps from restaurants, bars, and services.
4 stories, 8 fully furnished units, 16 bedrooms.
QUALIFICATIONS
PROJECT TEAM
Daniel Pieters
Fire Station Design Manager

Dan is LaBella’s Fire Station Design Expert. With over 26 years of project experience, his design expertise with emergency response facilities includes new construction, additions, and renovations. He has served as both Project Architect and Project Manager on projects that have included living quarters, storage space, meeting/banquet spaces, fire training facilities, office areas, and commercial kitchens.

West Webster Fire District: New Fire Station—Webster, NY

Project Manager for designs and construction documents for a new 7,800 s.f. stand-alone fire station. The station includes three full-size apparatus bays with a mezzanine rescue training area. The project includes a kitchen, day room, showers, watch/dispatch room and 60-person training room.

Spencerport Fire District: New Fire Station —Spencerport, NY

Project Manager for programming, conceptual building floor plans, elevations and site plans, scheduling and financing assistance for a new stand-alone, 31,000 s.f. fire station with two floors and a basement. Continually provided dialogue with the Board of Fire Commissioners to help the team produce full construction documents for bid that came in 6% below the estimated project budget. $3 million project.

City of Tonawanda Fire Department—Tonawanda, NY

Project Manager for the design of three options for the City Fire Department’s Headquarters facility for future renovations and additions. Provided complete project programming and budgeting. Worked with the building committee and City engineer to bring design solutions for future construction phases to allow the project to come in on budget. Also provided construction documents for a roof replacement of their existing facility.

Jamesville Fire District—Jamesville, NY

Project Manager/Architect for a needs assessment targeting complete replacement of an existing 6,000 s.f. facility. Several site and station designs were proposed, evaluated and budgeted. The replacement station was designed to allow continued fire operations from the site during construction. The existing station will be removed in phases to permit construction of the proposed 18,000 s.f. $3 million facility.

AIA
Registered Architect
New York

American Institute of Architects

Education
Montana State University: MArch, Architecture
Montana State University: BArch, Architecture
SUNY Alfred: AS, Architectural Technology

Certification/Registration
Certified in the Planning and Building of Animal Shelters, 2000

LaBella
Powered by partnership.
GABRIEL J. ANTENUCCI
Project Manager

Gabe is a Architectural Studio Manager and Project Manager with over 10 years of experience. His work experience includes municipal, higher education and K-12 facilities, as well as commercial, retail, residential and industrial projects. Gabe works closely with clients to create consensus-driven design concepts and then documents those decisions in coordinated, comprehensive bid documents. His responsibilities also include construction administration, change orders, addendum’s, meeting minutes, and punch lists.

### West Webster: Fire Station #1 — Webster, NY

Project Manager for a new fire station to meet the needs of the West Webster Fire District. A facility assessment was completed and it was determined that that existing station was undersized for the fire rescue and medical emergency services that operated from the facility. Gabe worked with the fire district and the community to design a new facility to fit the needs of the department and accommodate larger trucks and updated technology. The new station is currently under construction and is expected to be complete in the spring of 2019.

### Dansville Public Library—Dansville, NY

Architectural Designer for a 7,195 square foot addition to a historic 1824 library. Design concepts were created to garner community input and support and LaBella provided funding assistance prior to construction.

### Penfield Fire District—Station No.1 Kitchen Renovation—Penfield, NY

Project Manager for the kitchen renovation at Station No. 1. All existing millwork including base cabinets, upper cabinets and island cabinets were replaced, new stainless steel counter tops were added, new custom kitchen equipment was selected, under-counter LED lighting and additional electrical was incorporated.

### Rochester City School District: Wilson Foundation Library—Rochester, NY

Project Manager for a 7,500 square foot library relocation. An existing gymnasium was renovated into a 2 story library space.

### SUNY Fredonia: Field House Exterior Rehab—Fredonia, NY

Architectural Technician for an exterior rehabilitation of a field house. Work includes the removal of existing roofing system, the installation of tapered insulation, roof drain, and roofing system. It also includes the removal and installation of new aluminum window system to meet current energy code.

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**A I A**
American Institute of Architects

**E D U C A T I O N**
Philadelphia University:
Bachelor of Architecture
Christopher P. Kozub
Ithaca Regional Office Manager | Project Manager

Chris has been practicing architecture for 22 years with experience across multiple market segments including K-12 education, higher education, corporate, commercial, retail, and hospitality. His projects include additions, renovations, new construction, building condition surveys and facility assessments. Additionally, he has extensive experience in managing large-scale, multi-discipline projects utilizing just-in-time delivery of building systems and key design components. Chris is considered by his peers to be a leader in his use of emerging technologies and he has served on steering committees and advisory boards for some of the world’s most innovative construction software companies.

DestiNY USA- Syracuse, NY
Chris was a Project Manager for the Executive Architect team of the proposed multi-billion dollar entertainment and retail destination located in Syracuse. The project’s master plan proposed 80,000 hotel rooms, a 40,000 seat arena, water park and aquarium, a technology park, dedicated power plant, 65 acre glass roof structure, auto and pedestrian circulation systems and over 1000 shops and restaurants. Chris served as the Project Architect/Project Manager for the 1.3 million square foot expansion completed in 2012 and certified LEED Gold.

Snook’s Hollow R&D- Central NY
Chris lead an integrated project team of designers, engineers, and contractors while serving in the unique role of Project Manager/Project Architect/Construction Manager/Landscape Architect for the Snook’s Hollow Project. This ambitious research project was constructed in under 12 months. In 2012, it was certified LEED Platinum, breaking the world record for highest score achieved by a residential home.

Coltivare Culinary Center - Ithaca NY
Chris was the Project Manager for Tompkins Cortland Community College’s farm-to-table culinary institute. The project covers 17,000 SF and features culinary labs and kitchens, a public restaurant, wine cellar, exterior seating and two large event spaces. The project also included exterior lighting design and signage enhancing the parking structure and street presence of the new Culinary Center.

Finger Lakes Community College - Canandaigua, NY
As Project Manager/Project Architect, Chris completed a comprehensive facility needs assessment and long range capital planning of the campus at FLCC. This work included documenting all spaces in each campus building, as well as working with administrative executive staff to create a campus comprehensive plan and 10 year capital expenditure plan.

AIA, NCARB, LEED AP
NY, FL, CO, AK

EDUCATION
Wentworth Institute of Technology; B.S. Architectural Engineering

MEMBERSHIP
American Institute of Architects

CERTIFICATION
National Council of Architectural Registration Boards

Cal OES – State of California Safety Assessment Program, Certified Disaster responder

COMMUNITY ENGAGEMENT
Served 10 years on Town of Spafford Planning Board

Served 6 years as Exec VP / Treasurer for Skaneateles Youth Hockey Association

Former Committee Chair for Cub Scout Pack 161 in Skaneateles NY

Former college hockey player and head coach of youth hockey teams for the past 18 years
Brett Driscoll
Senior Mechanical Engineer

Brett has over 19 years experience in mechanical design, primarily in HVAC and plumbing systems. He has been involved in a variety of municipal, commercial, K-12 and higher education design projects. Project types include HVAC, plumbing and fire protection system design, building evaluations and commissioning. Responsibilities include design and document production for mechanical and plumbing/fire protection systems.

West Webster Fire Department: Station 1—Webster, NY
Sr. Mechanical Engineer for the design of a new Fire Station. The project included design of new variable refrigerant HVAC system, energy recovery ventilation units as well as radiant in floor heating systems, snow melt systems and vehicle exhaust system design. Prepared and reviewed bid and construction documents as well as completed construction administration services.

Wyoming County: DSS Building—Warsaw, NY
Design Engineer for heating, cooling, and ventilation systems for a complete renovation project to the existing County Owned Department of Social Services building. HVAC system design included four gas fired packaged roof top units, featuring heat recovery, variable speed fans and VAV controls. New building automation system was designed to incorporate the new VAV system as well as the roof top units. Brett prepared construction documents and carried out project management responsibilities throughout the construction phase.

City of Rochester: DRYS Kitchen Exhaust Hood & Ansul Fire Suppression System Installations—Rochester, NY
Project Manager for the installation of new code compliant kitchen exhaust hoods, make-up air systems, and associated fire suppression systems at five (5) various recreation centers: Lake Riley Lodge at Cobb’s Hill Park, Tay House, Edgerton Stardust Ballroom, Humboldt Recreation Center and Norton Village Recreation Center.

City of Rochester: Bausch and Lomb Library Closed Circuit Cooler Replacement—Rochester, NY
Project Manager for the replacement of the existing roof mounted closed circuit cooling tower that provides heat rejection for the library’s heat pump loop. Energy efficiency improvements were associated with the operation of the cooling tower.

PE, LEED AP
Professional Engineer
NY, NC

EDUCATION
Alfred State College: A.A.S., Mechanical Engineering

ORGANIZATION
American Society of Heating, Refrigeration and Air Condition Engineers
American Society of Plumbing Engineers

CERTIFICATION/REGISTRATION
LEED Accredited Professional
Tracy has 25 years of interior design and project experience. She has served as Interior Designer on an array of commercial, municipal, and institutional projects. These projects include educational facilities, fire stations, corporate office design and facility management, and transit stations. Her strengths include master planning and programming to create working and functional spaces along with database creation and maintenance for large projects, including standards creation.

Steuben County: Design Services for the Court & County office Building - Bath, NY
Steuben County constructed a new office building annex, and certain departments located in the main County Office Building needed to relocate into the new space. La-Bella was selected to examine options to expand space for court in the main County Office Building, along with creating efficient space for remaining County departments. The study and design included architectural, interiors, structural, HVAC, fire protection, plumbing, electrical / lighting, and code compliance.

Spencerport Central School District: 2018 Capital Improvement Program —Spencerport, NY
Interior Designer for the 2018 Capital Improvements project at Spencerport Central School District. Building types included educational (classroom, lab, technology, musical, gymnasium, and aquatic), administration, assembly, transportation and athletic facilities.

Monroe One BOCES: 2019 Capital Improvement Program – Fairport, NY
Interior Designer for the renovation, relocation and growth of several BOCES programs, including Cosmetology, Culinary, Machining, Fitness, Welding, General wood shop and Teaching Kitchens. Project is currently under design.

Walworth-Seely Public Library: Expansion and Renewal - Walworth, NY
Interior Designer for the renovation and expansion of the existing library building. The goal was to comfortably accommodate additional community meeting spaces, expand the libraries functional areas such as computer areas, dedicated children spaces, computer room, and general library areas and update the existing work spaces, restrooms, and kitchen for staff members.

John G. Doyle, Jr. Administration Building Renovation – Rochester NY
Sr. Interior Designer provided programming, on site survey and investigation, schematic design, design development, space planning, finish selections, construction documentation and construction administration services for the design/build of the renovation of 15,000 sf of renovation and 37,000 sf of a two and three story addition.
QUALIFICATIONS
RELEVANT EXPERIENCE
Taken together, Visum has 388 beds under management and approximately 1,900 units in the pipeline. We have secured $106 million in financing and have $99 million in assets under management. The list below illustrates Visum’s major recent and ongoing projects in Ithaca, Cortland, and Boise.

### Projects Complete

<table>
<thead>
<tr>
<th>Project</th>
<th>Units</th>
<th>Beds</th>
<th>Floor Area</th>
<th>Year Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>201 College Ave</td>
<td>44</td>
<td>74</td>
<td>40,000 sf</td>
<td>2017</td>
</tr>
<tr>
<td>The Lux (112-114 Summit Ave)</td>
<td>62</td>
<td>207</td>
<td>84,000 sf</td>
<td>2018</td>
</tr>
<tr>
<td>118 College Ave - Sold</td>
<td>5</td>
<td>28</td>
<td>9,217 sf</td>
<td>2018</td>
</tr>
<tr>
<td>210 Linden Ave - Sold</td>
<td>10</td>
<td>37</td>
<td>14,400 sf</td>
<td>2018</td>
</tr>
<tr>
<td>902 Dryden Rd townhouses - Sold</td>
<td>15</td>
<td>42</td>
<td>16,000 sf</td>
<td>2017</td>
</tr>
<tr>
<td>The Miller (77-79 Main St., Cortland, NY)</td>
<td>10</td>
<td>28</td>
<td>12,000 sf</td>
<td>2019</td>
</tr>
<tr>
<td>327 W Seneca St (mixed-income housing)</td>
<td>12</td>
<td>18</td>
<td>7,852 sf</td>
<td>2021</td>
</tr>
</tbody>
</table>
**RELATED EXPERIENCE**

Visum Development Group

**PROJECTS IN PROGRESS**

<table>
<thead>
<tr>
<th>Project</th>
<th>Units</th>
<th>Beds</th>
<th>Floor Area</th>
<th>Year Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>126 College Ave</td>
<td>5</td>
<td>27</td>
<td>9,817 sf</td>
<td>Under construction, target completion August 2021</td>
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<tr>
<td>The Bronze (238 Dryden Rd)</td>
<td>8</td>
<td>16</td>
<td>10,188 sf</td>
<td>Under planning review</td>
</tr>
<tr>
<td>Outlook Apartments (815 S Aurora St)</td>
<td>65</td>
<td>151</td>
<td>72,000 sf</td>
<td>Under planning review</td>
</tr>
<tr>
<td>510 W State St (LIHTC project)</td>
<td>57</td>
<td>91</td>
<td>60,797 sf</td>
<td>Under planning review</td>
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<tr>
<td>The Vanguard (600 W Front St, Boise, ID)</td>
<td>76</td>
<td>95</td>
<td>59,000 sf</td>
<td>Under construction, target completion August 2021</td>
</tr>
<tr>
<td>Neighborhood of the Arts, Cherry St</td>
<td></td>
<td></td>
<td>11 acres</td>
<td>Ongoing planning</td>
</tr>
</tbody>
</table>

**FINANCIAL TRANSACTIONS**

Visum has completed financial transactions with the following institutions:

- KeyBank
- PNC Bank
- Elmira Savings Bank
- Tompkins Trust
- Chemung Canal Trust
- Corning Credit Union
- CFCU
- S&T Bank
- Patch of Land
- Tioga State Bank
- 5 Star Bank
- RNC Capital
**PROJECT EXPERIENCE**

Visum Development Group

**THE LUX**

112 & 114 College Ave.
Completed 2018
84,000-sf built area (two buildings)
30,928-sf site
62 units, 207 beds

The Lux is an amenity-rich complex on the same block as Collegetown Bagels, an iconic Ithaca eatery. It is located on the site of the old Cascadilla School dormitory, and designed to be contextually sensitive by responding to the history while embodying a forward-looking aesthetic.

The buildings share access to common areas including a study room, a sauna and steam room, and a recreational lounge featuring a balcony with a breathtaking view of Ithaca and Inlet Valley beyond.

**THE LOFTS AT 201 COLLEGE**

Completed 2017
40,000-sf building 7526-sf site
44 units, 74 beds

201 College Ave is a five-story student housing project located on the main street of Collegetown and was among the first Collegetown buildings to be approved under the neighborhood’s form-based code.

The building showcases several unique features, including three floors of one- and two-bedroom loft apartments; two private balconies overlooking downtown Ithaca, Cayuga Lake, and South Hill; in-unit laundry for all apartments; and a modern architectural design signaling a refreshing, new approach to student housing in Ithaca.
210 Linden Ave
SOLD
Completed 2018
14,400-sf building
5,769-sf site
10 units, 37 beds
210 Linden is a bold, new addition to Collegetown’s rapidly changing urban landscape, featuring two striking penthouse units with a cathedral-ceiling living area.

The balconies on the upper floors enliven the streetscape while subdued hues on the exterior make 210 Linden both approachable and exceptionally refined. These apartments are just steps away from the well-supplied GreenStar grocery store.

118 College Ave
SOLD
Completed 2018
9,217-sf building
3,789-sf site
5 units, 28 beds
The property is a new four-story apartment building just a short walk from Downtown and five minutes walking distance from campus.

118 College Ave is serviced by public transportation, linking the neighborhood to Cornell and Downtown. The building’s program is a response to student’s needs to have larger common spaces and smaller private bedrooms to accommodate social gathering.
Greenleaf & Co. engaged LaBella Associates in 2019 to renovate and re-purpose the former Hyatt’s Art store building at 910 Main Street into 19 residential apartments. The existing storefront space along Main Street will remain as commercial space, but will be reduced in depth to the west to accommodate 4 residential units on the first floor. The remainder of the units will consist of 4 apartments at the basement level, 8 apartments at the second floor, and 3 apartments at the third floor.

Originally constructed as a Moose Lodge in the 1920’s era, the steel-frame, brick and terra cotta commercial building is a part of the Allentown Historic District and is going to take advantage of historical tax credits to help fund the project. Throughout, historic materials will be retained and re-used to the highest degree possible.

This project is an extension of Greenleaf’s original project located at 916 Main, The Bosch Building, adjacent to the north. With the addition of the 910 Main St. building, plans are to interconnect the buildings and increase the critical mass and utilize existing vertical circulation components. Originally, the basement level was served with an open area way with storefronts opening to the exterior court that were covered over in the early 1970’s. They will be re-opened and expanded to offer exterior living space for the basement units facing Pearl St. The general design character of the building is to remain intact with minimal facade restoration.
MICROAPARTMENTS

Renovation

LaBella converted the existing Ramada Hotel into a microapartment building – R1 to R2. LaBella assisted with the change of use as it had to be approved by the Town of Amherst.

The residential portion of the project included converting 120 hotel units into 120 apartments units with modified layouts. Three of these units were ADA-compliant with current code requirements. Additionally, four units are considered to be adaptable ADA units.

All units throughout the project have received new lighting and plumbing fixtures, as well as new finishes. The corridors to access the apartment units were also renovated to include new finishes and minor lighting adjustments. The main lobby and administration areas received new finishes. The common spaces were completed gutted to accommodate a new fitness room and a lounge/recreation area. Additionally, each floor was fitted with a laundry room for tenant use.

Construction Cost: $2.3 Million
Completed: 2018

CLIENT PARTNER

Owner
The Benchmark Group
4053 Maple Road, Suite 200
Amherst, NY 14226
Mark DelleBovi, VP
(716) 868-9890

LaBella
Powered by partnership.
This new stand alone, 11,100 s.f. Ambulance Facility is to be built adjacent to residential neighborhoods of Webster N.Y. The new facility will replace their current undersized and outdated leased facility. To continue to meet the challenges of providing emergency medical services in the community NEQALS requires a permanent facility to call home. The new space will provide much needed amenities and services to the North East Quadrant of Monroe and parts of Wayne Counties community.

The buildings first floor will house: 6 bunk rooms, bathrooms with showers, a dayroom with full kitchen, administrative offices, conference rooms, training room and features a 10 vehicle drive-thru apparatus bay. The second floor will consist of mechanical and storage space.

**Construction Cost** $1.3 million

**Year Complete**: Anticipated 2020
North East Quadrant Als

continued

All renderings developed by LaBella Associates skilled internal graphics design team.
LaBella Associates was contracted by the Seneca Nation of Indians to perform design services for a new Fire Station to replace their outdated facility for the Allegany Indian Reservation Volunteer Fire Department. The goal for the new station was to create a facility that could better serve the community for years to come, equipped with modern safety and security features, while remaining humble in the midst of its residential surroundings.

The new 17,500 s.f. facility features a 6 vehicle apparatus bay with a separate 2 vehicle EMS bay, adequate storage, a meeting/classroom/banquet space as well as a commercial kitchen, suitable for hosting trainings or community events. The new station was designed to allow the existing facility to operate during construction on a very tight site. Several features for fire training activities have been incorporated into the design.

Construction Cost: $7.1 Million
Completed: October 2019

The design for the new facility includes 6 vehicle bays, community space and a commercial kitchen.
LaBella provided Architectural, Interior Design, Structural, and MEP services for the design and construction of a residence hall complex totaling 92,000sf and 376 beds.

Prominently situated adjacent to iconic Kearney Hall, the new residence halls bookend the campus quad, creating a more defined axial space while maintaining view corridors to the Chapel of St. Basil the Great.

The building exteriors maintain the campus vernacular, featuring cast stone archways and signature brick, with a special nod to neighboring Keough Hall. A covered walkway provides sheltered passage between the two dorm buildings.

Double occupancy rooms are each equipped with a dedicated private bath. Amenities include spacious lounges, quiet study rooms, shared kitchens, and laundry facilities on each floor. Students are encouraged to meet and work in groups at technology-equipped study areas. The adjacency to and views of the quad make for ideal campus living.

Construction Cost: $22.5 Million
LaBella provided Architectural, Interior Design, Structural, and MEP services for the design and construction of a new 45,000sf, 156-bed residence hall. Prominently situated adjacent to iconic Kearney Hall, the new residence hall bookends the campus quad, creating a more defined axial space while maintaining view corridors to the Chapel of St. Basil the Great.

The building exterior maintains the campus vernacular, featuring cast stone archways and the signature brick, with a special nod to neighboring Keough Hall. A covered walkway provides sheltered passage between Keough Hall and the new dorm. Large mechanical equipment is located out of sight in the basement, and an attic walkway provides safe access to equipment nestled within the roof trusses.

Double occupancy rooms are each equipped with a dedicated private bath and furniture that was voted on by the students themselves. Amenities include spacious lounges on each floor, quiet study rooms, a shared kitchen off the main lobby, and laundry facilities on each floor. Students are encouraged to meet and work in groups at technology-equipped study areas. The overall fit and finish is indicative of high-end construction while the adjacency to and views of the quad make for ideal campus living.

Construction Cost: $15 Million
SPENCERPORT
New Fire Station

This new stand-alone, 31,000 s.f. fire station involved programming, conceptual building floor plans, elevations and site plans, scheduling and financing assistance. The building has two floors and a basement. Continual dialog with the Board of Fire Commissioners allowed the full construction documents to be produced for bid and voter approval was granted.

This project was completed by Daniel Pieters, AIA while employed by another firm. He served as Project Manager.

Construction Cost: $5.2 Million
Year Complete: 2009

The new 31,000 sqft facility has multiple emergency equipment bays as well as living quarters and a full kitchen.

CLIENT PARTNER
Tom Friedo
Chairman
P.O. Box 165
Spencerport, NY 14559
(315) 357-5999

LaBella
Powered by partnership
Fire Station #2 is the first municipal building the Town of Davidson has erected since the construction of the Town Hall over 27 years ago. The second of two fire stations, this station will provide much needed emergency services to the Eastern part of the jurisdiction. Previously, the Town contracted with Odell Volunteer Fire Department in Cabarrus County to provide these services.

With this new station, the residents of Davidson will now see improved response times as the new 6,000 square foot fire station provides space for a full crew of 5 full-time firefighters.

Because the Town continues to see growth, LaBella made sure the design was “future-proofed” so that living spaces could be converted to another bay area as need demands. A new living space and community center would then be designed at the rear of the existing facility. LaBella was proud to design this important facility for Davidson’s citizens.
In homage to the community, the design embodies the rural surroundings of the Town, resembling the local barns and farms just up the road.
LaBella Associates was selected by the Town of Mohawk Fire District, and their appointed building committee to design the Town’s new fire house. After a 2-year process of assessing the current buildings conditions and facilities needs, the Town determined a replacement facility was required in order to meet their current needs and the growth projections of the community.

Our emergent facility design team is working with the Town and Fire District in the design of the replacement building. The building will be approximately 12,500 sf. and located on a new-site. The existing station will remain in-place and fully operational until the new station is complete.

The design of the building will be a single story structure, and include approximately 5,500 sf. of Apparatus Bay space, while the remainder of the space will be dedicated to Firematic Support and Community / Training Space.

Napierala Consulting, is also apart of the design team, and is responsible for providing site/civil engineering.

Construction Cost: $3.6M
Year Complete: TBD
Tri-Main Development engaged LaBella Associates (formerly BHNT Architects) to renovate and transform their newly acquired complex at 45 Jewett Avenue from a warehouse to loft-style offices and residential units.

The site consists of two buildings that are modestly interconnected at the first floor and together have a combined gross area of 78,728 SF. The two legs of the L-shaped building form an open court that fronts on Halbert Street in the “resurging” Central Park neighborhood of Buffalo, NY. This court was developed for visitor parking and features a signature entrance to unify and visually tie the two structures together.

The planned entrance also incorporates a second floor addition that connects to the south building to facilitate access at both levels, reinforce the continuity from building to building, and promote a more unified complex. To create a focal point and a sense of arrival, a covered drop-off for the public with protection from the elements was incorporated. The court features sidewalks protected by curbing and accentuated with tailored landscaping. Pedestrian amenities such as bike racks, patios, and furniture help encourage outdoor activity and tenant use.

The overall scope for the exterior renovation was to restore the existing windows filled-in over time and replace them with energy-efficient fenestration. The existing masonry was cleaned and repaired. Where brick existed, any dissimilar materials were clad with a prefinished horizontal metal siding, again designed to unify the overall building façades. The final piece of the public area was the inclusion of upgraded mechanical systems and public common areas for entries, corridors, and restrooms. This resulted in a more efficient and exciting work environment for the new tenant population and their guests.
LaBella Associates was recently selected by the Village of Oxford to explore and design options to improve the overall condition of their current station.

Our emergent facility design team will be evaluating the needs assessment and feasibility study to develop the design of these improvements.

The project will include a 2,000 SF addition to the rear of the existing station and renovations to the existing Station. The renovations are intended to improve ADA compliance and exterior maintenance issues and interior alterations.

With the assistance of our teaming partner, Napierala Consulting, our design team will also assisting the village with design and execution of a riverbank restoration directly adjacent to the station to prevent further erosion and potential structure damage.

Construction Cost: $2.2M
Year Complete: TBD
LaBella Associates team recently completed a large state-of-the-art renovation project at the West Webster Fire District’s Headquarters, Station #1.

The starting point for this project was a complete facility assessment study by the LaBella team to determine the most appropriate and cost-effective way to address the building’s deficiencies to serve the needs of the community for the next 30 plus years. The station, located at 1051 Gravel Road, was originally built in 1966, and was enlarged with additions in 1979 and 1993. The existing station was undersized for the fire, rescue and emergency medical services that operate from it, and many of the original and repaired building systems were insufficient for the building’s functions.

LaBella worked with the District to prepare a public presentation about the station’s deficiencies to inform taxpayers about the need for station replacement. The existing station was undersized in more ways than one. The garage clearances could not accommodate the existing trucks, as a result of modern rigs being larger than those of the past.

Phasing was an important component of this project, as the district would still need to be working out of the building during the renovation.
Additionally, the previously co-ed bunk room, was not nearly large enough for the growing number of employees who occupy them. Heating, cooling, roofing, and windows were also in disrepair or inefficient, an important consideration for a building that is always occupied.

After the study was completed the decision was made to design a brand new building. Working closely with the district we assembled a new program to fit their current needs. One of their top priorities was providing a large meeting room for the community and their district meetings, security was also a top priority for the district. From there we designed a new facility that was roughly 30,720 sq ft. Which includes 2 stories, basement and mezzanine.

Phasing was an important component of this project, as the district would still need to be working out of the building during construction. Phase 1
was construction of the new apparatus bay so that the trucks would be able to work out of the station. Once the apparatus bay was completed the district moved into the new space. Phase 2 was the demolition of the existing building and site work for the new building including exaction for a new basement. Phase 3 was the construction of the new office side of the station.

Construction Cost: $8.6MM
Completion Date: October 2019
In response to a request from the City of Ithaca, the tables below estimate how much the City of Ithaca would need to contribute to the East Hill Fire Station redevelopment depending on building height and ownership/rental structure. Because a public-private partnership would require raising private investor equity, the numbers below generate a minimum marketable limited-partner return to these outside investors. We assumed $220 per sf for the residential portion, and $570/sf for the fire station.

For any questions, please contact Patrick Braga, VP of Development at Visum Development Group, at patrick@visumdevelopment.com or 607-269-7300 ext. 1.

### Scenarios where Visum and the City contribute upfront capital

The scenario requiring the least public contribution is a 10-story building: a 2-story fire station and 8 stories of market-rate student housing with 10 units per floor. This is also the only scenario where the private development partner can offer an acquisition cost.

Assuming tall ground-floor bays for the fire station, a seven-story scenario would stay within the zoning code’s 80-ft height cap despite exceeding the six-story cap. However, the City would need to contribute about $2.65 million in upfront capital to the project in addition to the land.

<table>
<thead>
<tr>
<th># of residential stories:</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scenarios where Visum and the City contribute upfront capital</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td># of total stories:</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>acquisition cost:</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$850,000</td>
</tr>
<tr>
<td>Visum pays for fire station:</td>
<td>43.50%</td>
<td>60.50%</td>
<td>78%</td>
<td>95.50%</td>
<td>100%</td>
</tr>
<tr>
<td>City contribution:</td>
<td>$3,796,800</td>
<td>$2,654,400</td>
<td>$1,478,400</td>
<td>$302,400</td>
<td>$0</td>
</tr>
<tr>
<td>Scenarios where the City rents from Visum</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td># of total stories:</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>acquisition cost:</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$850,000</td>
</tr>
<tr>
<td>Visum pays for fire station:</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>City upfront contribution</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Monthly fire station rent</td>
<td>$28,750</td>
<td>$20,000</td>
<td>$11,250</td>
<td>$2,500</td>
<td>$1,000</td>
</tr>
<tr>
<td>Annual City cost</td>
<td>$345,000</td>
<td>$240,000</td>
<td>$135,000</td>
<td>$30,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>40-yr City cost</td>
<td>$13,800,000</td>
<td>$9,600,000</td>
<td>$5,400,000</td>
<td>$1,200,000</td>
<td>$480,000</td>
</tr>
</tbody>
</table>
Scenarios with both rent and upfront contribution
This final table elaborates the six- and seven-story (four and five stories of residential) rental scenarios. It answers the question: what combination of monthly rent and upfront contribution would the City have to make for the project both (a) to meet a minimum marketable investment return and (b) cap the City’s contribution at the construction cost of the fire station? These are still more expensive to the public sector, though, than slightly taller buildings.

<table>
<thead>
<tr>
<th># of residential stories:</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td># of total stories:</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>acquisition cost:</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Visum pays for fire station:</td>
<td>59.00%</td>
<td>82.25%</td>
</tr>
<tr>
<td></td>
<td>$3,964,800</td>
<td>$5,527,200</td>
</tr>
<tr>
<td>City upfront contribution</td>
<td>$2,755,200</td>
<td>$1,192,800</td>
</tr>
<tr>
<td>Monthly fire station rent</td>
<td>$8,000</td>
<td>$11,000</td>
</tr>
<tr>
<td>Annual City rent cost</td>
<td>$96,000</td>
<td>$132,000</td>
</tr>
<tr>
<td>40-yr City rent cost</td>
<td>$3,840,000</td>
<td>$5,280,000</td>
</tr>
<tr>
<td>Total cost to city = 40yr cost + upfront</td>
<td>$6,595,200</td>
<td>$6,472,800</td>
</tr>
</tbody>
</table>

Conclusion
In all cases, the least expensive option for the city is a ten-story building on the site. Although this exceeds the Collegetown zoning, the ten-story option would be one story shorter than the Marriott Hotel on the Commons, whose slight height difference from the eight-story City Centre right across the street is hardly noticeable. For comparison, 201 College Ave is 70 feet tall, and Eddygate Park Apartments is eight stories tall at its tallest point, so having a ten-story building along College Ave would not feel particularly out of place.

Ultimately, there is a tangible tradeoff between building height and cost to the City. It is important to underscore that all the above scenarios are expected to generate the same private-sector returns. In other words, Visum is generally indifferent among the rates of return for all the above scenarios. The core choice is that the City would have to decide how much money it is willing to invest both upfront and over time for a new fire station.