AGENDA

ITHACA URBAN RENEWAL AGENCY (IURA)
ECONOMIC DEVELOPMENT COMMITTEE (EDC)
3:30 P.M., Tuesday, June 16, 2020

I. Call to Order

II. Additions to/or Deletions from Agenda

III. Review of Public Comments (if any)

IV. Review of Meeting Minutes: April 14, 2020

V. Green Street Garage Redevelopment Urban Renewal Project
   A. Western & Center Sections of Project Site: Asteri (Vecino Group NY, LLC) — Update
   B. Eastern Section of Project Site: Rothschild Building (Ithaca Properties, LLC), Disposition & Development Agreement (DDA) — Resolution

VI. Other Business
   A. Review of IURA Loan/Lease Payment Report — May 2020
   B. Staff report

VII. Adjournment

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 business hours prior to the meeting.
DRAFT MEETING MINUTES

ITHACA URBAN RENEWAL AGENCY
Economic Development Committee (EDC)
3:30 P.M., Tuesday, April 14, 2020

Present: Chris Proulx, Chair; Doug Dylla, Vice-Chair; Leslie Ackerman; Charles Hamilton
Excused: None.
Vacancies: 2
Staff: Nels Bohn; Charles Pyott
Guests: None

I. Call to Order
Chair Proulx called the meeting to order at 3:30 P.M.

II. Agenda Additions/Deletions
None.

III. Review of any Public Comments Received
None.

IV. Review of Meeting Minutes: March 12, 2020
Dylla moved, seconded by Ackerman, to approve the minutes, with no modifications.

Carried: 3-0
Abstained: Hamilton

V. 2020 HUD Entitlement Grant Program
A. Review of Neighborhood Investment Committee (NIC) Recommendation
Bohn explained the April 2, 2020 IURA Board meeting minutes were included in today’s agenda materials, so the Committee could have the opportunity to review the presentations and discussion that took place at the Public Hearing.

Bohn noted NIC reviewed all the applications and came up with specific funding recommendations (displayed below), including the economic development applications. The Committee can either endorse NIC’s recommendations, or make entirely different recommendations.
# 2020 HUD Entitlement Program (City of Ithaca, NY)
## Neighborhood Investment Committee (NIC) Recommendations

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B. EDC Recommendation Regarding Economic Development Applications

1. ReUse Job Skills Training & Employment Connections — Finger Lakes ReUse, Inc. (FLRU)
2. Work Preserve Job Training: Job Placements — Historic Ithaca, Inc.
3. Hospitality Employment Training Program (HETP) — Greater Ithaca Activities Center, Inc. (GIAC)
4. Family Child Care Microenterprise Business Development — Child Development Council of Central NY, Inc.
5. Economic Development Loan Fund — IURA

Ackerman indicated she is not especially enthusiastic about the Family Child Care Microenterprise Business Development application. She asked what NIC’s reaction to it was. Bohn replied NIC perceived it as filling a great need in the community and that the project seems to have considerable promise.

Ackerman remarked she is not sure if the program is well-designed to fill the need. It would probably require further development to be genuinely viable. Dylla agreed, especially in terms of identifying a curriculum.

Ackerman asked if the IURA could provide the Child Development Council with a small amount of funding to further develop the project. Bohn replied there is no clear means of doing that using CDBG funds, since any funding has to demonstrably benefit LMI individuals. If it does not ultimately end up benefiting LMI individuals, CDBG funds would need to be returned to HUD.

Proulx agreed with Dylla and Ackerman in terms of not funding the Family Child Care Microenterprise Business Development project, at this time.

Proulx wondered if there is not more value in allocating as much money as possible to the Economic Development Revolving Loan Fund (ED-RLF), given current economic circumstances. Bohn replied he would certainly expect greater demand for those funds over the next few months.

Dylla agreed with allocating as much money as possible to ED-RLF.

Bohn noted that, as part of The Coronavirus Aid, Relief, & Economic Security (CARES) Act, additional CDBG funding (“CDBG-CV”) will be awarded to the City of Ithaca. The City was allocated $401,624.00, of which $321,299.20 would be available to fund projects. So there will be some additional HUD funding, but it will need to be used to directly mitigate the economic impacts of the COVID-19 pandemic.

Ackerman asked if there is any specific plan for using the CDBG-CV funds. Bohn replied it would be entirely up to the IURA, for recommendation to Common Council, as long as they are CDBG-eligible uses of funds. HUD did waive the usual 15% Public Services cap on CDBG funds. The Mayor is particularly interested in assisting undocumented residents and the immigrant community. Needless to say, there is a great need from small businesses seriously being impacted by social distancing measures. Bohn explained that one advantage to allocating funds directly from 2020 HUD Entitlement Program funding would mean those funds would be more quickly available than the Program Income funds. Another thing to consider is that the $120,000 in projected 2020 Program Income may end up be an overestimate, in the current economic climate and given that the IURA has already deferred loan repayments for many of its borrowers.
Dylla remarked in light of the profound nature of the current economic crisis, he would strongly lean towards deferring funding for some project applications, for a year. Bohn responded all applicants did generally appear to be open to some IURA funding reductions.

Proulx noted he is concerned about Finger Lakes ReUse’s (FLRU) financial outlook, given the extent to which it relies on an earned income stream. Whereas in HETP’s case, he suspects the hospitality industry will recover fairly slowly, meaning there would be less demand for new entry-level placements in the short-term. Bohn added that NIC determined that reducing HETP’s programming from two cohorts to one cohort would only garner approximately $14,000 in savings.

Dylla wondered if the IURA could follow up with some of the applicants to better determine to what, if any, extent they could operate with less funding, or consider extending their project timelines. Bohn replied the IURA does not typically pursue that kind of iterative process with applicants.

Ackerman recommended fully funding ReUse Job Skills Training & Employment Connections (FLRU), but not funding Family Child Care Microenterprise Business Development.

Dylla agreed. FLRU is a critically important local resource and employer. He would recommend not funding the other projects and allocate any remaining unallocated funds to ED-RLF.

Proulx agreed with fully funding FLRU, but he would prefer to fully fund Work Preserve Job Training: Job Placements, and not fund HETP or Family Child Care Microenterprise Business Development.

Hamilton indicated he would prefer funding FLRU at $75,000, in part because he is not certain about the organization’s long-term viability, at this time. No objections were raised.

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<th>EDC Comment</th>
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<td>FLReUse</td>
<td>$96,488</td>
<td>$75,000</td>
<td>$75,000</td>
<td>Fund staff &amp; partial stipends to sustain capacity of this non-profit employer to provide work experience and job placements</td>
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<tr>
<td>HI Work Preserve</td>
<td>$67,500</td>
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<td>Unique program serving LMI persons with significant barriers to employment</td>
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<tr>
<td>GIAC HETP</td>
<td>$120,000</td>
<td>$92,875</td>
<td>$50</td>
<td>Concern that hospitality industry will be slow to rebound and will rehire former employees first. Capitalizing ED loan fund is a higher priority.</td>
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<td>Child Care Micro</td>
<td>$68,650</td>
<td>$54,050</td>
<td>$50</td>
<td>Modest impact within City – program to be implemented by yet-to-be-identified 0.5 FTE staff. ED Loan fund is a higher priority.</td>
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<tr>
<td>ED Loan</td>
<td>$120,000</td>
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<td>$266,925</td>
<td>Profound need to assist local businesses and non-profits anticipated after initial shake out – PI funds will trickle in slowly.</td>
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<td>$472,598</td>
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VI. Economic Development Revolving Loan Fund (RLF)

A. Amendments to COVID-19 Small Business Resiliency Program

Bohn explained a few portions of the original program guidelines have changed as a result further discussion and negotiations among the funders and partners.

Hamilton asked if the Personal Financial Guarantees are absolutely required for the program. He knows that might be difficult for some small business owners to handle. Bohn replied that issue was discussed at length. It is not that the working group was seeking out individuals with significant net wealth, but rather it was an attempt to ensure borrowers have some ‘skin in the game’ and are acting in good faith. AFCU supported the idea.

Hamilton strongly objected to including the Personal Financial Guarantee requirement. Ackerman agreed.

Bohn responded that the language of the proposed amendment actually allows a considerable amount of flexibility regarding the issue, and may address some of Hamilton’s concerns. Personal Financial Guarantees would only be intended to provide a minimum of leverage, if there is entirely no communication from the borrowers. Bohn suggested perhaps clarifying the language in the program’s policy to state that the loan would be formally forgiven, as long as the two conditions are met. Dylla agreed with Bohn’s suggestion.

Ackerman suggested merging the two sections, so the language is clearer.

Proulx agreed that reading both sections as a whole makes it appear more reasonable; and that it is ultimately a forgivable loan.

Hamilton strongly recommended asking other local financial institutions to provide matching funding for the program, especially any who will be making U.S. Small Business Administration (SBA) loans as part of the Paycheck Protection Program.

Bohn asked if any Committee members were interested in serving on the loan selection committee. Hamilton volunteered.

Hamilton moved, seconded by Dylla (as modified):

Amendment #1 to COVID-19 Microenterprise Resiliency Program

WHEREAS, the IURA seeks to assist local microenterprise businesses stabilize and survive the COVID-19 pandemic, and

WHEREAS, the City, IURA, DIA, TCAD, INHS, AFCU and other economic development professionals are collaborating on developing programs to assist local businesses economically injured by the COVID-19 pandemic, and
WHEREAS, the IURA controls an economic development revolving loan fund with a balance of over $150,000 that must comply with CDBG regulations, and

WHEREAS, IURA funds are eligible to assist microenterprises owned by low/mod income persons, but may not be appropriate for other local businesses, that may be eligible for assistance from other partners, and

WHEREAS, on April 2, 2020, the IURA allocated up to $140,000 of economic development revolving loan funds to capitalize a COVID-19 Microenterprise Resiliency Program, and

WHEREAS, the IURA further amended the Financing Policy Guidelines and Operating Plan to create the following COVID-19 Microenterprise Resiliency Program, and

WHEREAS, the Tompkins County Development Corporation (TCDC) has pledged $150,000 of match funding to expand the program countywide and assist small businesses with up to 25 employees, and

WHEREAS, partnering economic development agencies have agreed on a common framework for a program to be titled COVID-19 Small Business Resiliency Fund that will include IURA and TCDC funding and be delivered through a subrecipient agreement by Alternatives Federal Credit Union, a certified Community Development Financial Institution, and

WHEREAS, working to prepare the program for public launch identified potential amendments to the IURA program, and

WHEREAS, the IURA Economic Development Committee considered this matter at their April 14, 2020 meeting and recommends the following; now, therefore, be it

RESOLVED, that the IURA hereby adopts the following amendments to the IURA Financing Policy Guidelines and Operating Plan:

9.5 COVID-19 Microenterprise Resiliency Program

(a) Objective. Provide short-term working capital assistance as emergency relief to existing for-profit microenterprises economically injured by the COVID-19 pandemic to help retain their economic viability and - if closed due to government order, mandated social distancing, or disruptions in the supply or distribution chain - to re-open for business when social distancing mandates are relaxed.

(b) Eligible Borrowers. For-profit microenterprises owned by a Low/Moderate Income (LMI) person (earning 80% or less of the Area Median Income adjusted for family size) that were in operation with a tangible physical presence on February 15, 2020. A microenterprise is defined as a business employing five or fewer employees, one or more of whom owns the business.

(c) Geographic Eligibility. City of Ithaca

(d) Maximum Loan: $5,000
(e) Disbursement: Advance payment of up to $2,500 upon loan approval

(f) Loan Term: 18 months

(g) Interest Rate: 0%

(h) Repayment. All loan payments are deferred for 6 months, then level monthly payments are due on the unforgiven portion of the principal balance to amortize the outstanding principal balance over 12 months

(i) Forgiveness. The portion of loan proceeds (up to 100%) used for documented eligible uses is forgiven if the microenterprise is in operation with a tangible physical presence in the City of Ithaca on either December 1, 2020 or 6 months after issuance of the loan.

(j) Security. Personal financial guarantee of all owners with a 20% or greater ownership position

(k) Collateral. No pledged collateral required.

(l) Eligible Uses of Loan Funds. Funds may be used for the following operating expenses:
   1. Wages and salaries of employees
   2. Health insurance premiums and costs related to continuation of health care benefits during periods of paid sick, medical, or family leave
   3. Fixed debts, including mortgage (excluding any prepayment)
   4. Rent
   5. Utilities
   6. Business debt obligations that were incurred before February 15, 2020
   7. Accounts payable
   8. Inventory
   9. Supplies
   10. Other necessary and reasonable expenses as specifically approved by the lender, or lender’s authorized agent.

(m) Job Creation. No job creation required.

(n) CDBG National Objective Test. Low/mod status of microenterprise owner.

(o) Ineligible Borrowers. The following applicants are not eligible for assistance through this program:
   1. Gambling concerns
   2. Lending or investment concerns
   3. Multi-level sales distribution(pyramid) concerns
   4. Loan packagers
   5. Pawn shops
   6. Real estate developers and brokers
   7. Landlords
   8. Insurance concerns
   9. Concerns that derive 70% or more of gross receipts from sale of alcoholic beverage
   10. Concerns that derive 70% or more of gross receipts from sale of nicotine products and accessories
   11. Concerns engaged in illegal activities
   12. Concerns engaged in the sale of products and/or services of a prurient sexual nature
   13. Professional services, such as legal, architecture, engineering services unless a significant economic injury due to COVID-19 is documented
(14) Concerns that are delinquent on City property taxes or fees (unless loan proceeds will be used to remedy the delinquency)
(15) Concerns considered as hobbies where the business generates 30% or less of owner’s annual income
(o) Authorized loan administrators. IURA Economic Development Committee and/or locally based Community Development Financial Institutions, including Ithaca Neighborhood Housing Services, Inc. and the Alternative Federal Credit Union including delegation of loan approval subject to a written agreement.
(p) Collection Policy on Loans in Default. Given uncertainty at the time of loan issuance when and how government-mandated social distancing will relax and events in the larger economy beyond the control of a business to control caused by the COVID-19 pandemic, businesses that default, and their owner(s), will not be pursued for collection, and defaults not reported to credit agencies, if:
• The business complied with program rules regarding documented use of loan funds for eligible working capital business expenses, and
• The business remains responsive to communications and information requests from AFCU and/or the IURA through December 1, 2020 regarding the status of business operations and its ability to repay debt
(q) Waivers. For the purposes of this emergency program, the following sections of the IURA Economic Development Financing Policy Guidelines and Operating Plan shall be waived, including but not limited to the following sections:
• 5.4 requiring job creation
• 6.2 requiring an application fee
• 6.3 and 6.5 requiring a full credit analysis
• 7.2 regarding borrower responsibility for all loan closing costs
• 7.4 to allow a loan advance
(r) Priority projects. In the event demand for the program exceed funds available, the following priorities shall be considered when allocating limited resources:
(1) Businesses for which their landlord or lender provides matching support (such as deferred rent or deferred loan payments) thereby leveraging the impact of the program
(2) Ground floor storefront businesses open to the general public
(3) Minority or Woman-owned business ownership
(4) Businesses for whom IURA assistance will help them stay in business
(5) Businesses that provide the owner with their primary source of income (more than 50% of monthly income from business assisted)
(6) Businesses who continue to pay employees (other than owners) and/or provide healthcare insurance during COVID-19
(7) Certified living wage employers
(8) Target area: the city Density District, including the greater downtown, the west State Street corridor, the West End and the Waterfront

Carried Unanimously: 4-0
B. IURA Loan & Lease Payment Report: February 2020

Bohn reported virtually all HUD Entitlement Program projects are progressing well.

Bohn reported all loan repayments are current, except the Finger Lakes School of Massage, which has been delinquent. Bohn is attempting to collect the outstanding loan balance through a personal financial guarantee. He added that most borrowers agreed to the IURA’s COVID-19 Emergency Loan Deferral offer.

Bohn reported all lease payments are current, as of today.

C. Loan Pipeline Report

None.

VII. CDBG-CV

A. Staff Report on Special CDBG-Corona Virus Entitlement Award to City of Ithaca

Bohn reported that, as part of The Coronavirus Aid, Relief, & Economic Security (CARES) Act, additional CDBG funding (“CDBG-CV”) was awarded to the City of Ithaca. The City was allocated $401,624.00, of which $321,299.20 would be available to fund projects.

B. Input on Recommended Use of CDBG-CV Funds

Bohn noted this subject was already discussed a little, earlier in the meeting. He welcomes any suggestions for the use of funds.

VIII. Adjournment

The meeting was adjourned by consensus at 4:53 P.M.

— END —

Minutes prepared by C. Pyott, edited by N. Bohn.
April 21, 2020

Lisa Nicholas
Division of Planning and Economic Development, City of Ithaca
108 E. Green Street, 3rd Floor
Ithaca, N.Y. 14850

Re: Asteri Site Plan Review – Planning Board Submission

Dear Lisa:
On behalf of the project team, attached please find the Planning Board submission materials for the Asteri project. These are intended to provide an update on the progress of design and planning for this project and are still in progress. The materials included in this submission are as follows:

- Asteri SD- and Concept-level Drawings from BW Architecture & Engineering and Vecino Design
  - Interior Layouts
  - Sketch versions of in-progress Conference Center plans for floors 1 - 3
  - Tenant residence and amenity plans for floors 4 – 12
  - Elevation Drawings, including a materials board
  - Sun studies for the space between Cinemapolis and the Asteri building
- Garage SD- and Concept-level Drawings from Hunt EAS
  - Interior layout plans
  - Elevation drawings with corresponding sketch
- Letter of Energy and Sustainability Features of the Asteri Ithaca Project from Taitem Engineering
  - This letter describes how the project is addressing the following energy programs:
    - NYSERDA Multifamily Performance program for the residential portion of the building
    - NYSERDA Commercial New Construction program for the conference center
    - Tompkins County Business Energy Advisors program
    - ParkSmart Certification for the parking garage
    - Ithaca Energy Code Supplement

For informational reference as well, the project team is currently working through the following:

- Reviewing a ‘Stage 1’ geotechnical report from Terracon Engineers. A full geotechnical report is not possible until the existing Western garage structure is removed. The project team is looking into foundation options for the Asteri building and will share these plans as they become available.
- The project team is in conversation with NYSEG regarding existing utilities and utility easements, as well as with NYSDOT regarding the adjacent State Route 79 / Green Street.
- The project team is in conversation with the Ithaca City Building Department.
- The project team is holding biweekly coordination meetings with our neighbors at Ithaca Properties LLC related to the adjoining garage structures, NYSDOT, and construction coordination.

We look forward to sharing further progress as designs for the buildings and associated spaces become available as part of the public review process on what we feel is an exciting proposal.

Sincerely,

Kate Chesebrough
Associate, RLA, Whitham Planning & Design
JUNE 21
6 AM  8 AM  10 AM  12 PM  2 PM  4 PM  6 PM  8 PM

MARCH 21
6 AM  8 AM  10 AM  12 PM  2 PM  4 PM  6 PM

DECEMBER 21
6 AM  8 AM  10 AM  12 PM  2 PM  4 PM  6 PM
April 17, 2020

City of Ithaca
Planning and Development Board

RE: Energy and sustainability features of the Asteri Ithaca project

Dear Members of the Planning and Development Board,

The intent of this letter is to provide information to the Board on the energy and sustainability aspects of the Asteri Ithaca project. Taitem Engineering is acting as the both the energy and sustainability consultant to the Vecino Group and as a mechanical, electrical, and plumbing sub-consultant to B&W Architecture and Engineering, the engineer of record for the Asteri Ithaca mixed-use building. In addition, Taitem is the assigned energy consultant for the project as part of the project’s participation in the Tompkins County Business Energy Advisors (BEA) Program’s.

In our role, we have been working closely with the project team to evaluate, recommend, and design buildings systems to reduce energy usage, carbon emissions, and dependence on fossil fuels.

Here is a summary of the energy efficiency programs the project is currently participating in or intends to apply for:

- **NYSERDA Multifamily Performance Program for residential portion of the building**
  - Tier 2 level of performance, 25% energy savings over a code baseline building
  - Testing and Verification during construction to ensure that the building is built to industry best practices and the systems perform as intended
- **NYSERDA Commercial New Construction Program for the conference center**
  - Application not yet submitted, level of performance still being evaluated
- **Tompkins County Business Energy Advisors Program**
  - Residential spaces
  - Conference center
  - Parking garage
- **ParkSmart Certification for the parking garage**
  - A final determination has not yet been made whether the project will certify but the intent is to meet the requirements in the ParkSmart guidelines.
- **Ithaca Energy Code Supplement**
  - See below for more details on compliance

The goal of the project is to be all electric with heat pumps utilized for heating/cooling and domestic hot water. However, there are some challenges with meeting the cooking and hot water demands for the proposed conference center commercial kitchen will electric only systems. Since the details of this kitchen space are still in development, a final decision has not yet been made on these systems. Through
the project’s involvement in the Tompkins County BEA program, we are actively analyzing the feasibility and benefits of going with an all-electric approach to the kitchen.

We are also actively evaluating battery storage opportunities for the mixed-use building to provide emergency power and to reduce peak loads. For the parking garage, battery storage and solar PV are being considered and we will be making recommendations on the total number of EV chargers that should be installed. These findings will be included in reports developed as part of the Tompkins County Business Energy Advisor program.

**Ithaca Energy Code Supplement**

Compliance with the Ithaca Energy Code Supplement (previously Ithaca Green Building Policy) will be achieved through the Easy Path approach by achieving a minimum of six points, with the possibility of achieving additional points once the final design is complete. Since the mixed-use building contains more than 50% residential associated spaces, the project is classified as a Residential building for the purpose of compliance.

Below is a summary and brief explanation of the six points that, at a minimum, will be achieved:

- **EE1 – Heat pumps for space heating – 3 points**
  - Project will use air source heat pumps for the space conditioning needs of the building including the commercial kitchen makeup air. No gas will be used for space heating.

- **AI2 – Heating systems in heated space – 1 point**
  - Air source heat pump systems will be located within the buildings thermal envelope and conditioned spaces.

- **OP1 – Development density – 1 point**
  - With 219 dwelling units in total, this project promotes urban density and is well over the required 7 dwelling units per acre.

- **OP2 – Walkability – 1 point**
  - Located in downtown Ithaca, this project easily meets the walkability criteria.

Other points that may be achieved include:

- **EE2 – Heat pumps for space heating – 1 point**
- **AI3 – Efficient building shape**
- **AI5 – Modest window-to-wall ratio**

**Tompkins County Energy Recommendations for New Construction (2018)**

Listed below are how each of the seven recommendations listed in the Tompkins County Energy Recommendations for New Construction (2018) document are being considered and/or included in the project.
1. Energy Star Products
   a. All equipment and appliances in the residential portion of the project will be Energy Star rated (where applicable). This is a requirement of the NYSERDA and Energy Star programs and has been incorporated into design.
   b. Cooking equipment for the conference center kitchen will be Energy Star rated.
   c. All water fixtures will meet EPA’s Water Sense requirements.

2. Heat Pumps
   a. Heating and cooling for the apartments, common areas, and conference center will be with cold climate Variable Refrigerant Flow (VRF) air source heat pumps that operate in our climate without the use of back-up electric resistance heat.
   b. Air to water heat pumps will be used to heat domestic hot water for the residential portion of the building.
   c. Air to water heat pumps are currently being considered for the conference center. However, due to periods of high hot water demand for the commercial kitchen, and the quick recovery time required, a final decision has not yet been made.

3. Solar and Solar Ready Roof
   a. A significant portion of the roof space will be occupied by the outdoor units for the heat pumps, air handers, mechanical screens, and elevator and stair bulkheads. As a result, there will be very limited space for solar.
   b. The project team is currently evaluating solar PV opportunities for the southern row of parking spaces on the top level of the parking garage as well an integrated solar PV façade facing Green Street. Whether these aspects are included in the final design will be based on a full financial analysis and the priorities of the City.

4. Building Envelope
   a. The whole building window-to-wall ratio for the current design is around 20% which allows for adequate light and ventilation of the building while maintaining a greater area for higher performing wall systems.
   b. The building has a simple shape, using a double loaded corridor, with continuous flat exterior wall surfaces with limited projections. This will help maintain a continuous thermal and air barrier and reduce unnecessary energy loss.
   c. Building envelope components will have R-values greater than code resulting in an overall building envelope performance that is at least 20% better than code.
   d. The building is being designed to have a continuous exterior air barrier to reduce infiltration. In addition to the exterior air barrier, interior penetrations in floors and party walls will be sealed to reduce stack effect and compartmentalize apartments. Taitem Engineering will be performing on-site inspections for the residential associated spaces through the course of construction to confirm compliance. In addition, apartments will be blower door tested to ensure that compartmentalization has been achieved.
5. Lighting

a. All lighting will be LED and lighting controls will be used in most of the common area spaces.

b. Lights will be careful placed and selected to achieve a very low lighting power density (LPD). While design is not yet complete, based on similar projects that Taitem Engineering has designed, we expected LPD to be at least 40% less than code requirements.

c. A combination of bi-level lighting, occupancy sensors, daylight sensors, and photo sensors will be used throughout the project. Off-delay will be set to a maximum of 5 minutes with the goal of reducing off-delay to only 1 minute. These control set-points and functionally will be confirmed as part of the Energy Star Testing and Verification process that Taitem Engineering will be performing.

6. High Efficiency Heating and Cooling

a. High efficiency cold climate air source heat pumps will be used for heating and cooling. The air source heat pumps being specified will be of the highest efficiency available in the market, much higher than code.

b. Air to water heat pumps will be used for domestic hot water production, which around 250% better than electric resistance water heaters. If it is determined that the conference center commercial kitchen does need to have a gas fired hot water heater, this would be a condensing type and of the highest efficiency available on the market.

c. All the heating and cooling equipment will be within thermal envelope (except for the outdoor coil). Currently the building is designed with one ducted heat pump per apartment with minimal ducting. Duct leakage testing will be performed during construction to ensure that leakage is less than the Energy Start requirement <4 CFM/100 sf of conditioned floor area.

d. Energy recovery ventilators (ERVs) will be used for the common areas and conference center. The conference center ERVs will have an advanced controls system to adjust the required ventilation rates based on occupancy.

The ventilation for the apartments will be Energy Star kitchen and bathroom exhaust fans in each apartment ducted directly to the outdoors. Kitchen exhaust fans will be intermittent (as necessary) and will have back-draft dampers to ensure air does not enter the building through the ductwork. Bathroom exhaust fans will be set to run continuously to provide continuous ventilation in the apartments. Make-up air will be through a make-up air vent that is ducted to the return duct of the air source heat pump.

e. Each apartment will have control over its heating and cooling system, allowing the load to be properly matched. In the common areas and conference center, the indoor fan coils will be zoned so that each individual space is able to be controlled by an individual thermostat.
7. Whole Building Energy Modeling

a. Taitem Engineering will be creating a whole-building energy model for the residential portion of the project which will be used as part of an integrated design process to help the design team make informed decisions. The whole building energy model will also confirm that the final proposed design for the residential portion of the building is at least 25% better than code and complies with NYSERDA MF NCP Tier 2 performance level. The energy model will also be updated based on the As-Built conditions to confirm that the building as constructed will still achieve the performance goals.

b. If conference center portion of the project does participate in the NYSERDA Commercial New Construction Program at the Tier 2 or Tier 3 of performance, a whole-building energy model will be developed for this part of the project as well.

Taitem Engineering is excited to continue to support the team and its commitment to developing a low-carbon use and resource efficient project.

Sincerely,

Evan Hallas
Senior Energy Analyst
Taitem Engineering, PC
607-277-1118 x103
May 19, 2020

Lisa Nicholas
Division of Planning and Economic Development, City of Ithaca
108 E. Green Street, 3rd Floor
Ithaca, N.Y. 14850

Re: Asteri Site Plan Review – Planning Board Submission – May 2020

Dear Lisa:
On behalf of the project team, attached please find the Planning Board submission materials for the Asteri project. These are intended to provide an update on the progress of design and planning for this project and are still in progress. The materials included in this submission are as follows:

- Design Review Materials
  - Design Review Application, including notes relates to building and site design alignment with the Downtown Design Guidelines;
  - Supporting Project Drawings – Architectural – Asteri and Garage
    - Updated elevations with material designations
    - Please note that the project team will be sending a materials samples board for Planning Board members to reference
    - Updated three-dimensional perspective views
  - Supporting Project Drawings – Site and Landscape
    - Updated project site plans including material designations

We anticipate that these materials will be the focus of our May presentation and look forward to a conversation with the Board.
For informational reference during SEQR review, as well, the project team also has the following updates- these are separated from the Design Review materials for ease of reference.

We look forward to sharing further progress as designs for the buildings and associated spaces become available as part of the public review process on what we feel is an exciting proposal.

Sincerely,

Kate Chesebrough
Associate, RLA, Whitham Planning & Design
# DESIGN REVIEW APPLICATION

**APPLICANT:**

Name: Kathryn Chesebrough  
Title/Role: Landscape Architect  
Address 1: 142 E State St  
Address 2: Suite B  
City, State, & Zip Code: Ithaca, NY 14850  
Telephone: 607 272 1290  
Cell Phone: 607 279 7658  
E-Mail: chesebrough@whithamdesign.com

**PROJECT DESCRIPTION**

**Project Title:** Asteri Ithaca – Green Street Garage  
**Project Address:** 120 Green Street, Ithaca, NY 14850

- **Project Type (check one):**
  - Residential
  - Commercial
  - Industrial
  - Historic District or Landmark
  - Institutional
  - Mixed-Use

- **Project Location (check one):**
  - Collegetown
  - Downtown
  - Other

Brief Project Description:

Asteri Ithaca will bring 218 units of affordable housing to the heart of downtown. 350 parking spaces will be created, occupying the center garage sections, and 149 existing spaces on the East section. A 49,000 square foot +/- Conference Center on the first thru third floor will address a collective need for meeting space downtown, providing a new venue in a central location. The first-floor participation will activate the street-level and complete the Green Street Corridor of entertainment, shopping, civic life, and public transportation. The plans include inspiring design, green space, community partnerships, new tenants, long time downtown favorites, and more.

**QUICK APPLICATION CHECKLIST**

- Application Form (completely filled out and signed)
- Colored Elevations Keyed to Building Materials
- Landscape Plan – if relevant
- Information about building materials (samples should be brought to the Design Review meeting)
- Detail sheets and/or other materials that provide relevant design information

**ELECTRONIC SUBMISSIONS:** You must provide electronic versions of all submitted documents.

**LARGE FILES:** Incoming e-mails to the City must be under 10 MB in size (incl. message envelope), so please either provide a CD-ROM, flash/thumb drive, or use a free file-sharing web site, like: www.hightail.com, www.dropbox.com, www.google.com/drive, etc. You can also split documents into smaller parts and send multiple e-mails/files to: nicholas@cityoftithaca.org and aharris@cityoftithaca.org.

**Applicant's Signature:**  
**Date:** 5/19/20
For properties within the Collegetown Design Guidelines Area, please continue to page 2.
For properties within the Downtown Design Guidelines Area, please skip to page 5.

**Collegetown Design Guidelines**

**Downtown Design Guidelines**

**Design Review Application**

**Priority Guidelines**

For properties within the Downtown Design Guidelines Area, projects must satisfy each of the priority guidelines noted below. Please indicate how the project has met each of the priority guidelines. The design guidelines are available at [http://www.cityofithaca.org/DocumentCenter/Home/View/6924](http://www.cityofithaca.org/DocumentCenter/Home/View/6924)

<table>
<thead>
<tr>
<th>Site Design</th>
<th>Guideline #</th>
<th>Guideline</th>
<th>Met</th>
<th>Not Met</th>
<th>NA</th>
<th>Brief description of how the guideline is met or why it is not met:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD.1</td>
<td>Orient a building to the public realm.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>Storefront / entrances and activity along Green Street, Cinemapolis Plaza, and West façade facing City Hall, with acknowledgement of façade treatments north (Harolds Square)</td>
<td></td>
</tr>
<tr>
<td>SD.2</td>
<td>Provide a physical pedestrian connection between the sigh and the public realm.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>Maintained and enhanced the pedestrian connection from Home Dairy Alley to Green Street. Increased availability of daylight, enhanced walking surface and lighting.</td>
<td></td>
</tr>
<tr>
<td>SD.7</td>
<td>Locate a surface parking area to the interior of a site, away from the public street.</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>No surface parking proposed.</td>
<td></td>
</tr>
<tr>
<td>SD.8</td>
<td>If a surface parking area is visible from a street, screen it from view.</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>No surface parking proposed.</td>
<td></td>
</tr>
<tr>
<td>SD.9</td>
<td>Minimize the number of vehicular access points to a site.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>None added. Existing curb cut for City Hall parking and deliveries maintained, and curb cuts to parking garage maintained.</td>
<td></td>
</tr>
<tr>
<td>SD.11</td>
<td>Locate a service area so that it is not visible from the public street.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>Service area is located at NW corner of the building.</td>
<td></td>
</tr>
<tr>
<td>SD.19</td>
<td>If property is located along Six Mile Creek, provide a landscape buffer between a building and the Creek Walk.</td>
<td>☐</td>
<td>☐</td>
<td>☒</td>
<td>Not along Six Mile Creek.</td>
<td></td>
</tr>
<tr>
<td>Guideline #</td>
<td>Guideline</td>
<td>Met</td>
<td>Not Met</td>
<td>NA</td>
<td>Brief description of how the guideline is met or why it is not met:</td>
<td></td>
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<tr>
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<td></td>
</tr>
<tr>
<td>BD.1</td>
<td>Design the primary entrance to a building to be clearly identifiable.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>The conference center will have three primary entrances, and the residential entrance will be more convenient for access to pedestrian walk way and parking garage access.</td>
<td></td>
</tr>
<tr>
<td>BD.2</td>
<td>Use an authentic, functional entry on a street-facing façade.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>One of the conference center entrances is axial to the pre-fusion space and located on Green Street</td>
<td></td>
</tr>
<tr>
<td>BD.5</td>
<td>Locate and space windows to express a traditional rhythm and create visual continuity.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>See elevations.</td>
<td></td>
</tr>
<tr>
<td>BD.6</td>
<td>Place a window opening to correspond to an actual interior space.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>There are no ‘false’ windows.</td>
<td></td>
</tr>
<tr>
<td>BD.7</td>
<td>Size and proportion a window to be in the range of heights and widths of nearby traditional windows.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>See elevations.</td>
<td></td>
</tr>
<tr>
<td>BD.8</td>
<td>Design a window to create depth and shadow on a façade.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>Variation in materials, shade, shadow, color, and massing all give depth to the Asteri building making it stand out among affordable housing projects. Window setbacks are related to the type of skin material that they are set into. Storefront glazing will be high performance, with a slight grey or green tint. At retail and entries, the glass is set back to provide protection from weather and from the sun. Windows within the stucco system walls are set back approximately 4”-6”. Windows in fiber cement board panels and metal wall panel systems are flush or only slightly recessed with the material to create an intentionally tight skin. The storefront and window placements, groupings, and setbacks all contribute to the language of the building.</td>
<td></td>
</tr>
</tbody>
</table>
BD.9 | Design a roof to be architecturally consistent with the overall architectural design and detailing of the structure in terms of form and material. | ☑ | ☐ | ☐ | High rise building, will have a flat roof / parapet but with one projecting area for a community room on the 12th floor and artfully placed mechanical screens.

BD.11 | Use materials to convey a sense of human scale and visual interest. | ☑ | ☐ | ☐ | Materials for the Asteri building are used to convey a sense of appropriate permanence and quality. At street level, storefront is used wherever possible to help activate the sidewalks and pedestrian alleys by allowing the exciting signage and graphics, interior features, furnishings, merchandise, and people to draw the eye through the glass and into the spaces. Brick, stone, special paving, and landscaping are all being used at the ground level to provide a comfortable sense of human scale and important detail.

BD.12 | Use a material that is compatible with the surrounding context. | ☑ | ☐ | ☐ | Storefront and masonry base, combination of metal panels, translucent acrylic, fiber cement panels and synthetic stucco. Green Street building styles are cosmopolitan in nature.

BD.13 | Use a high-quality material that is proven durable. | ☑ | ☐ | ☐ | The StoPowerwall CI outboard system is not an EIFS system but an extremely durable, impact resistant system that is made up of quality materials that include a high performance color finish over a primer over a Portland cement integrated into a mesh metal lath over drainage mat and a water resistant barrier.

**Building Design (Continued)**

<table>
<thead>
<tr>
<th>Guideline #</th>
<th>Guideline</th>
<th>Met</th>
<th>Not Met</th>
<th>NA</th>
<th>Brief description of how the guideline is met or why it is not met:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BD.17</td>
<td>Minimize the visual impact of building equipment and equipment affixed to a building.</td>
<td>☑</td>
<td>☐</td>
<td>☐</td>
<td>All equipment is on the roof, with exception of back up generator on the ground will be screened from view.</td>
</tr>
</tbody>
</table>
| BD.21       | Consider including a building design feature that conserves energy. | ☑ | ☐ | ☐ | **Conference Center Floors 1 –3**  
NYSERDA Commercial New Construction Program  
Performance target not yet established  
- Air source heat pumps for heating/cooling  
- Efficient ventilation system including energy/heat recovery and demand control  
- Efficient lighting design and controls  

**Residential Floors 4 –12**  
NYSERDA Multifamily New Construction Program
**Project Title:** Asteri Ithaca – Green Street Garage  
**Project Address:** 120 Green Street, Ithaca, NY 14850

|   |   | Energy Star Multifamily High-Rise Program  
|   |   | Tier 2 Performance Target  
|   |   | • >25% source energy savings/ ~45% site energy savings  
|   |   | • All electric  
|   |   | • Air source heat pumps for heating/cooling  
|   |   | • Air source heat pumps for domestic hot water  
|   |   | • Improved building envelope (insulation, windows, and air sealing)  
|   |   | • Energy star appliances  
|   |   | • Efficient lighting design and controls  

**Parking Garage**  
ParksmartGuidelines  
• EV chargers (currently evaluating type/qty)  
• Efficient lighting design and controls  
• Evaluating feasibility of solar on south façade and above southern row of rooftop parking

| BD.26 | Design a ground floor to engage the public realm and provide visual interest for pedestrians. | ☒ | ☐ | ☐ | The ground level is primarily conference center with multiple entrances along with a lease space intended to serve as a deli / coffee shop that will be open during and outside of conference center hours. The transparency of the façade will show activity inside the conference center. |

| BD.27 | Use a combination of “façade articulation” and “massing variation” methods to reduce the perceived and/or actual mass and scale of a building. | ☒ | ☐ | ☐ | See notes on axonometric drawings. The “U” shaped Asteri building massing is turned with the open air court facing north respecting Harold’s Square dwelling units with direct views across the alley toward us. Neighbors will be looking down at the community room pavilion and a lovely hardscaped and landscaped roof terrace. The edges of the building have been carved away to visually break down the scale, to add some detail, shade and shadow, and to increase the opportunity for the across the alley neighbors to see around the Asteri building. Stairs are being flooded with daylight. The translucent panel wall system at the landing of the two main exit stairs is a key vertical element which helps to break up the mass of the building. Special attention is given to the prominent southwest corner of the building in terms of storefront glazing, bay windows and the all glass “sky terrace”! Intentional gestures in building massing, materials, colors, and setbacks all add to the architectural expression of this building. |

**Secondary Guidelines**  
Secondary guidelines will also be used in the design review process, and while not all will be relevant to each project, secondary guidelines should be met, if applicable. Please indicate which secondary guidelines have been met by the project and how, and attach additional pages as necessary.
<table>
<thead>
<tr>
<th>Guideline #</th>
<th>Guideline</th>
<th>Met</th>
<th>Not Met</th>
<th>NA</th>
<th>Brief description of how the guideline is met:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD.5</td>
<td>Through-block connectivity</td>
<td>✗</td>
<td></td>
<td></td>
<td>Site design creates enhanced pedestrian area linking Ithaca Commons to Green Street and Six Mile Creek.</td>
</tr>
<tr>
<td>SD.6</td>
<td>Integrating open space into the site</td>
<td>✗</td>
<td></td>
<td></td>
<td>Cinemapolis plaza enhances space between two buildings to become a unique public plaza that is primary entrance for residents, conference center, Cinema, and garage users. Building overhang creates protected retail patio. Building opens to north for light and air, with roof terrace amenity.</td>
</tr>
<tr>
<td>SD.8</td>
<td>Screening parking</td>
<td>✗</td>
<td></td>
<td></td>
<td>Screening parking with vines, panels, and solar panels while still allowing for ventilation.</td>
</tr>
<tr>
<td>SD.13</td>
<td>Compatible fence material</td>
<td>✗</td>
<td></td>
<td></td>
<td>Perforated metal screens used to screen mechanicals is same or similar perforated metal material as is used at tenant balconies, bridges to garage from building.</td>
</tr>
<tr>
<td>SD.16</td>
<td>Coordinated landscape palette</td>
<td>✗</td>
<td></td>
<td></td>
<td>Street-level plantings on southern and western façades of buildings will be of a coordinated palette of perennials grasses and flowers, shrubs, and/or small ornamental trees. The palette of vines on the façade of the garage will of a harmonious pattern.</td>
</tr>
<tr>
<td>SD.17</td>
<td>Use landscape to highlight building entrance</td>
<td>✗</td>
<td></td>
<td></td>
<td>Street level plantings on the south and west facades will frame entrances to the conference and retail spaces. Paving improvements also highlight entrances.</td>
</tr>
<tr>
<td>SD.21</td>
<td>Native plant species</td>
<td>✗</td>
<td></td>
<td></td>
<td>Native and locally adapted plantings will be used to ensure their hardiness in this urban environment.</td>
</tr>
<tr>
<td>SD.22</td>
<td>Low impact development features</td>
<td>✗</td>
<td></td>
<td></td>
<td>A rainwater harvesting system for project plantings is currently being explored.</td>
</tr>
<tr>
<td>SD.28</td>
<td>Freestanding structures to enhance site</td>
<td>✗</td>
<td></td>
<td></td>
<td>Features such as benches, moveable seating, bike racks, and movie displays will be featured in the ground level plaza spaces.</td>
</tr>
<tr>
<td>SD.29</td>
<td>Integrate freestanding structure in design</td>
<td>✗</td>
<td></td>
<td></td>
<td>The paving materials and concrete scoring patterns in the ground level plaza spaces create consistency and rhythm. Seating and other features are oriented to promote circulation and create comfortable gathering areas, located outside of the direct lines of desire to destinations.</td>
</tr>
<tr>
<td>SD.30</td>
<td>Appropriate lighting</td>
<td>✗</td>
<td></td>
<td></td>
<td>On-building and site lighting will be sized and illuminated to create a comfortable, safe, and inviting atmosphere. All fixtures will be dark sky compliant per city code.</td>
</tr>
<tr>
<td>SD.34</td>
<td>Reuse of existing building</td>
<td>✗</td>
<td></td>
<td></td>
<td>Repurposing and adding on to the existing center garage allows the project to keep the downtown parking amenity open throughout most of the construction process.</td>
</tr>
<tr>
<td>SD.35</td>
<td>Rooftop addition to existing building</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>Levels are being added to the existing center garage which will contribute to character of Green Street with façade improvements. The top and bottom materials will be compatible.</td>
</tr>
<tr>
<td>SD.36</td>
<td>Integrating existing instead of demolishing.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>We are working with our neighbors at 215 East Green Street to integrate the two garage levels so that these are experienced as one continuous parking surface.</td>
</tr>
<tr>
<td>BD.19</td>
<td>Parking Garages- Minimize visibility of cars</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>Landscape and architectural screens are proposed to reduce glare from car headlights and visibility of cars while providing adequate ventilation.</td>
</tr>
<tr>
<td>BD.20</td>
<td>Parking Garages- Fit screening into overall design</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>The proposed landscape and architectural screening contribute to the character of the proposed plaza, which has been called ‘the gorge’ due to the proposed vine plantings. Vine plantings on Green Street will be a living façade that will soften this view of downtown. The proposed architectural panels will add texture and contribute to the design of the overall façade. The proposed solar panels are a unique feature that make a statement on Green Street.</td>
</tr>
<tr>
<td>BD.23</td>
<td>Include features to encourage walking or biking.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>The Asteri building will include an indoor bike storage area for approximately 54 bikes for residents, as well as space for other active use items such as kayaks. This will include space for bike maintenance. Generous protected bike parking is proposed as part of the plaza design. Parking spaces are not included as part of rent and tenants would need to purchase a parking space at the garage or elsewhere in order to have a car. The site is located immediately across from a primary transit station with buses serving the city and region. The site is walkable to many destinations including restaurants, retail, and work.</td>
</tr>
<tr>
<td>BD.24</td>
<td>Provide electric car charging areas.</td>
<td>☒</td>
<td>☐</td>
<td>☐</td>
<td>The proposed garage improvements will include electric car charging stations.</td>
</tr>
</tbody>
</table>
South Facade and Retail Space

PAV01 - Concrete
Light Grey

PAV02 - Pavers
Hanover Prest Concrete Paver
Charcoal or Matrix #2835

F01-2 - Bench
Tournesol Siteworks
Wally Collection

F02-1 - Planter
Moss Manor
Newport Rectangular Concrete planters

R01 - Railing
Viva Railing
Circa Cable Railing System

Shrubs in Planters
Juniperus horizontalis
Trailing Juniper

Grasses in Planters
Andropogon gerardi
Big Bluestem
Panicum virgatum
Switchgrass

Bulbs in Planters
Tulip Mix
Triumph Purple Fly
Seadov
Catherine Single Late

PAV01  - Concrete
Light Grey

PAV02  - Pavers
Hanover Prest Concrete Paver
Charcoal or Matrix #2835

F01-2 - Bench
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Tulip Mix
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Seadov
Catherine Single Late
Cinemapolis Plaza

PAV01 - Concrete
Light Grey

PAV02 - Pavers
Hanover Prest Concrete Paver
Charcoal or Matrix #2835

F01-1 - Bench
Maglin Ogden Bench
Backless wooden bench with concrete base

F03 - Bike Rack
Belson Circular Bike Rack
Black Powdercoated

F02-2 - Corten Planter
Nice Planter
Corten Planter Trough

Grasses in Planters
Andropogon gerardi
Big Bluestem

Panicum virgatum
Switchgrass

Vines in Planters
Campsis radicans
Trumpet Creeper

Bulbs in Planters
Tulip Mix
Triumph Purple Fly
Seadov
Catherina Single Late

Whitham Planning & Design, PLLC
Asteri - Landscape - Design Review
Draft as of 5/18/20
Garage West Elevation

Garage South Elevation

F02-2 - Corten Planter
Nice Planter
Corten Planter Trough

Vines in Planters
Vines are experientially a part of the cinemapolis plaza

Akebia quinata
Chocolate Vine

Parthenocissus quinquefolia
Virginia Creeper

Campsis radicans
Trumpet Creeper
Fourth Floor Terrace

Perennials in Planters
Astibe Mix

PAV01 - Concrete
Light Grey

F01-1 - Bench
Maglin Ogden Bench
Backless wooden bench with concrete base

PAV04 - Wooden Platform

F02-1 - Planter
Landscape Forms - Sorella Planter
Black Powdercoated

F04 - Outdoor Furniture
Portside Outdoor Furniture

PAV04 - Concrete

F05 - Outdoor Cafe Tables and Chairs
Landscape Forms - Chipman Collection

Grasses in Planters
Hakonechloa macra
Japanese Forest Grass

Carex morrowii 'Ice Dance'
Japanese Sedge

Polystichum acrostichoides
Christmas Fern

Polygonatum odoratum var. pluriflorum
'Variegatum'
Solomon's Seal

PAV01  - Concrete
Light Grey

PAV04  - Concrete

F01-1 - Bench
Maglin Ogden Bench
Backless wooden bench with concrete base

F02-1 - Planter
Landscape Forms - Sorella Planter
Black Powdercoated

F04 - Outdoor Furniture
Portside Outdoor Furniture

F05 - Outdoor Cafe Tables and Chairs
Landscape Forms - Chipman Collection

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Christmas Fern

Polygonatum odoratum var. pluriflorum
'Variegatum'
Solomon's Seal
Conditional Approval of Disposition & Development Agreement
East Section of Green Street Garage Mixed-Use Urban Renewal Project

WHEREAS, on October 4, 2017, the City of Ithaca Common Council authorized transfer of the Green Street Parking Garage property located at 120 E. Green Street (tax parcel #70.-4-5.2) to the IURA, via an option agreement, for the purpose of structuring a proposed property sale and development agreement with a preferred developer to undertake an urban renewal project subject to approval by the Common Council, and

WHEREAS, the IURA seeks urban renewal projects that improve the social, physical, and economic characteristics of the project site area and expand access to quality affordable housing, and

WHEREAS, on June 27, 2019, the Ithaca Urban Renewal Agency designated Ithaca Properties, LLC (Ithaca Properties) as the preferred developer, and qualified and eligible sponsor pursuant to Section 507 of General Municipal Law, to potentially acquire the eastern portion of Tax Parcel #70.-4-5.2, located at 120 E. Green Street, Ithaca, NY, for the purpose of undertaking an urban renewal project to develop an in-fill, mixed-use project, and

WHEREAS, Developer proposes to purchase an approximately 192’ x 119’ property at the eastern section of the Green Street parking garage site located at 120 East Green Street, Ithaca, NY (“Project Site”) to undertake an urban renewal project, subject to Common Council approval, and

WHEREAS, the Project Site consists of air rights above a privately-owned ground floor commercial use and contains two elevated public parking decks constructed in 1974, and

WHEREAS, on December 23, 2019, the IURA endorsed the Developer’s proposed urban renewal project program that includes reconstruction of two public parking decks and nine to ten levels of rental housing of which at least 10% of the units shall be occupied and affordable to households earning up to 80% of Area Median Income; and

WHEREAS, on March 26, 2020, the City of Ithaca Board of Public Works found that the proposed sale and leaseback of reconstructed public parking as incorporated into the Project does not adversely impact City of Ithaca public works and that continued ownership of the Project Site is surplus for municipal purposes; and

WHEREAS, on April 1, 2020, the City of Ithaca Common Council approved a proposed contingent purchase agreement with the Developer for conveyance of the Project Site with conveyance contingent upon Common Council approval of a Disposition and Development Agreement; and

WHEREAS, on May 11, 2020, the Developer, City of Ithaca, and Developer executed the Purchase Agreement – Eastern Section of Green Street Garage Urban Renewal Project Site (“Contingent Purchase Agreement”); now, therefore, be it

RESOLVED, that the IURA hereby conditionally approves the Disposition and Development Agreement (DDA) for the East section of the Green Street Garage Mixed-Use Urban Renewal Project, dated June 16, 2020, subject to completion of environmental review and Common Council approval, and be it further
RESOLVED, that the IURA hereby authorizes and directs the IURA Director of Community Development, subject to review by IURA legal counsel, to submit the Agreement to Ithaca Properties, LLC for their execution or counteroffer, and be it further

RESOLVED, should Developer’s counteroffer consist of amendments that do not materially alter the IURA-approved DDA in the opinion of the IURA Chair, such requested amendments or similar amendments shall be incorporated into the DDA, and be it further

RESOLVED, should Developer’s counteroffer consist of amendments that materially alter the IURA-approved DDA in the opinion of the IURA Chair, the IURA shall consider and vote on requested amendments, and be it further,

RESOLVED, the DDA shall be amended to incorporate recommendations of IURA legal counsel or any amendments requested by Developer’s legal counsel that are acceptable to IURA legal counsel, and be it further
Disposition and Development Agreement
Green Street Garage Mixed Use Urban Renewal Project
East Section
AKA “Rothschild Mixed Use Development Project”
Ithaca, NY

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Attachments
1. 5/11/2020 Purchase Agreement Eastern Section of Green Street Parking Garage Urban Project Site (including definition of Project Site)
2. Project Term Sheet
3. Schedule of Performance Milestones
4. 6/19/19 Developer Sponsor Application including a preliminary project description, as amended or updated per Site Plan Review submissions through May 8, 2020 for the Rothschild Mixed Use Development project.
DISPOSITION AND DEVELOPMENT AGREEMENT
Green Street Garage Mixed-Use Urban Renewal Project
East Section
Property Located at 120 East Green Street, Ithaca, NY

WHEREAS, on October 4, 2017, the City of Ithaca Common Council authorized transfer of the Green Street parking garage property to the Ithaca Urban Renewal Agency ("IURA" or "Agency") via an option agreement for the purpose of structuring a proposed urban renewal project, and

WHEREAS, on June 27, 2019, the Ithaca Urban Renewal Agency designated Ithaca Properties, LLC ("Developer" or "Ithaca Properties") as the preferred developer, and qualified and eligible sponsor pursuant to Section 507 of General Municipal Law, to potentially acquire the eastern portion of Tax Parcel #70.-4.-5.2, located at 120 E. Green Street, Ithaca, NY, for the purpose of undertaking an urban renewal project to develop an in-fill, mixed-use project, and

WHEREAS, Developer proposes to purchase an approximately 192’ x 119’ property at the eastern section of the Green Street parking garage site located at 120 East Green Street, Ithaca, NY ("Project Site") to undertake an urban renewal project, subject to Common Council approval, and

WHEREAS, the Project Site consists of air rights above a privately-owned ground floor commercial use and contains two elevated public parking decks constructed in 1974, and

WHEREAS, on December 23, 2019, the IURA endorsed the Developer’s proposed urban renewal project program that includes reconstruction of two public parking decks, street-level active uses and nine to ten levels of rental housing of which at least 10% of the units shall be occupied and affordable to households earning up to 80% of Area Median Income; and

WHEREAS, on February 28, 2020, the IURA approved a proposed contingent purchase agreement with Ithaca Properties, LLC for conveyance of the Project Site subject to City approval of the agreement, with conveyance contingent upon Common Council approval of a Disposition and Development Agreement; and

WHEREAS, on March 4, 2020, the Common Council for the City of Ithaca tabled action on the proposed contingent purchase agreement pending resolution of a satisfactory mitigation plan to address retail businesses to be displaced, and

WHEREAS, negotiations between Developer and Sunny Days of Ithaca and Home Green Home businesses on a plan to mitigate their anticipated business displacement did not result in an agreed upon mitigation plan; and

WHEREAS, on March 23, 2020, the Developer submitted modified project plans to eliminate vertical expansion over existing retail stores fronting on The Commons thereby preventing displacement of existing ground floor businesses, and
WHEREAS, on March 26, 2020, the City of Ithaca Board of Public Works found that the proposed sale and lease back of public parking as incorporated into the Project does not adversely impact City of Ithaca public works and that continued ownership of the Project Site is surplus for municipal purposes; and

WHEREAS, on April 1, 2020, the City of Ithaca Common Council approved a proposed contingent purchase agreement with the Developer for conveyance of the Project Site with conveyance contingent upon Common Council approval of a Disposition and Development Agreement; and

WHEREAS, on May 11, 2020, the Developer, City of Ithaca, and Developer executed the Purchase Agreement – Eastern Section of Green Street Garage Urban Renewal Project Site (“Contingent Purchase Agreement”), and

WHEREAS, on __________, 2020, the Ithaca Urban Renewal Agency approved a proposed Disposition and Development Agreement (“DDA”) to define terms and conditions of the development transaction between the Agency and the Developer, including project elements, business deal points, performance milestones, financial obligations, project schedule and purchase terms.

WHEREAS, the Agency-approved DDA is subject to approval of the City of Ithaca Common Council, which vote must occur only after completion of environmental review and a public hearing, and

NOW, THEREFORE, in the consideration of the mutual promises herein contained, the parties do hereby agree as follows:

This DISPOSITION AND DEVELOPMENT AGREEMENT (“Agreement” or “DDA”) is entered into this __________ day of __________ 2020, by and between the ITHACA URBAN RENEWAL AGENCY, a New York urban renewal agency created pursuant to general municipal law, with offices at 108 E. Green Street, Ithaca, NY 14850, and Ithaca Properties, LLC, a New York limited liability company, having offices at 1721 N. Ocean Avenue, Medford, New York 11763, according to the terms and provisions set forth below.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for the disposition and development of the Project Site (as defined below) currently owned by the City of Ithaca and authorized to be transferred to the IURA to implement an urban renewal project in accordance with all applicable laws.

This Agreement is designed to achieve the development of the Project Site in a coordinated, timely, and comprehensive manner. The Developer will undertake the development of the Project Site subject to terms and conditions set forth in this agreement.

The economic provisions contained in this Agreement have been negotiated and approved based upon, among other things: (1) the Developer’s commitment to provide the capital funds necessary to develop the Project and to accomplish the specific development obligations set forth in this Agreement, including all of its Exhibits and Attachments, within the times in the manner and for the uses set forth in this Agreement; (2) the City’s undertaking to lease reconstructed public parking from Developer at
mutually agreed upon lease terms; and (3) the Developer’s commitment to designate between 10% - 20% of the rental housing units for workforce housing occupied and affordable to households earning no more than 80% of the Area Median Income (AMI).

II. EXCLUSIVE NEGOTIATION

Upon execution of this agreement by the Developer, Agency agrees not to negotiate potential sale and development of the Project Site with any other developer during the term of the Contingent Purchase Agreement which establishes a deadline for conveyance of January 31, 2022.

This Disposition and Development Agreement (DDA) is not binding until approved by the Common Council for the City of Ithaca. Common Council cannot consider approval until satisfaction of the following requirements:

1. Agency approval of the DDA;
2. completion of SEQR environmental review of the proposed urban renewal project;
3. publication of notice of a public hearing disclosing the essential terms of the DDA; and
4. public hearing on the DDA.

Common Council may approve, reject, or approve the DDA with modified terms. Following a Common Council vote to approve the DDA, the Agency may execute the DDA.

III. THE PROJECT SITE

The urban renewal project site is generally known as the easterly section of the Green Street Parking Garage that excludes the ground floor level, which is privately owned. More particularly, the urban renewal project site is a portion of that certain parcel of land situated at 120 East Green Street in the City of Ithaca, Tompkins County, New York identified as City of Ithaca Tax Parcel 70.-4-5.2 consisting of approximately 24,000 square feet of air rights, and defined as the premises identified at Exhibit A of the Purchase Agreement – Eastern Section of Green Street Garage Urban Renewal Project Site, dated April 11, 2020, at Attachment #1 (“Project Site”).

The Project Site will be consolidated with the adjacent property owned by Ithaca Properties, LLC located at 215 E. State Street, which includes property both beneath the air rights parcel and property immediately north of the air rights parcel.

IV. THE PROJECT

Subject to the provisions of this Agreement, Developer shall design, develop, and construct on the Project Site a high-density, mixed-use urban project (“Project”), materially similar to the site plan review submission package submitted on March 23, 2020 to the Planning & Development Board, which shall include the following components:

Housing:
- Construction of 180-200 rental housing units of diverse unit sizes, including studios, 1-bedroom and 2-bedroom units.
- Workforce housing goal: 20% of housing units
- Workforce housing minimum commitment: 10% of housing units

**Parking:**
- Reconstruction of two parking decks for lease to the City of Ithaca (approximately 116 parking spaces)
- Construction of private parking spaces (approximately 34 parking spaces)

**Construction Impact Mitigation:**
If any businesses are involuntarily displaced by the project, Developer shall submit and implement a plan satisfactory to the IURA to address displacement.

The Project shall further conform to the **Project Term Sheet (Attachment #2)** and the **Developer Sponsor Submissions**, dated 6/19/19 as updated or amended per site plan review submissions through May 8, 2020 for the Rothschild Mixed Use Development project (**Attachment #4**), and the **Schedule of Performance Milestones (Attachment #3)**. The Developer’s submission includes specific project information on site plan, information, project element updates, finance plan, construction plan, compliance, and housing categories of the Project. Updates to the ENA Submission materials after the date of Developer execution of the ENA Submission may be accepted by the Agency at their sole discretion. The IURA is authorized to approve modifications to the Project upon written request.

The parties acknowledge that the exact scope, size, exact number of housing units, and other aspects of the Project are subject to Developer’s receipt of entitlements and permits from the City. The parties further acknowledge that feasibility and timely completion of the project is subject to satisfaction of contingencies for sale and purchase of the Project Site contained in the Contingent Purchase Agreement, including but not limited to execution of a parking lease agreement with City, and relinquishment by Hotel Ithaca, LLC of its option to acquire the Project Site.

### V. PARTIES TO THE AGREEMENT & DEVELOPER DISCLOSURES

#### A. The Agency

The Ithaca Urban Renewal Agency is a New York urban renewal agency created pursuant to general municipal law, with offices located at 108 E. Green Street, Ithaca, NY 14850.

#### B. The Developer

The Developer is Ithaca Properties, LLC, a New York limited liability corporation authorized to conduct business in New York, with a principal office located at 1721-D North Ocean Avenue, Medford, NY 11763.

#### C. Principals of the Developer

The principals of the Developer are as follows:

Jeffrey Rimland, managing member (100% interest)
D. Developer Point of Contact

The Developer has designated the following person(s) to negotiate the DDA with the Agency, and to engage in activities necessary to determine the feasibility of the Development:

Jeffrey Rimland, managing member

E. Developer Disclosures

The Developer is required to make full disclosure to the Agency of its principals, officers, stockholders, partners, joint venturers, and all other pertinent information regarding the Developer and its associates.

VI. PURCHASE PRICE

The total purchase price for the Project Site shall be Three Hundred Fifty Thousand and 00/100 U.S. Dollars ($350,000.00) as established in the executed Contingent Purchase Agreement, herein attached, and made a part of this agreement (Attachment 1). In consideration of this purchase price, the Developer agrees to continue the obligations under this Agreement.

VII. CONTINGENCIES FOR SALE AND PURCHASE

This Agreement shall be subject to the contingencies contained in the Contingent Purchase Agreement (Attachment 1) and the following contingencies. Agency and Developer agree to work diligently and in good faith to satisfy contingencies for sale and purchase of the Project Site. If any of the contingencies are not met within the time frames set forth, or any extension of such time frames agreed to by the parties in writing, either party will have the right to terminate this Agreement by delivery of written notice of such termination to the other party. Each party must deliver any such notice of termination to the other party no later than thirty calendar days after the last day of the time period stated for the respective condition. If either party delivers such notice of termination to the other party, and notwithstanding any other term or provision of this Agreement, this Agreement shall be deemed null and void and of no further force or effect.

The Chairperson of the Agency is hereby authorized to grant time extensions of up to 60 days to satisfy any contingency for conveyance of the Project Site.

A. Contingencies To Be Met by Agency

1. Public Authorities Reform Act Contingency. Within sixty (60) days from the date of this Agreement, Agency shall have complied with the requirements of the Public Authorities Reform Act (PARA) to notify the NYS Authority Budget Office of the sale of real estate with a fair market value of more than $100,000.00, pursuant to section 2897(6)(d) of PARA at least ninety (90) days before the closing of the transaction.
2. Consent from M&T Bank Contingency. Within ninety (90) days from the date of Developer’s execution of this Agreement, Agency shall have received written consent from M&T Bank to discharge or modify their leasehold mortgage on the Green Street garage premises to allow conveyance of the Project Site to Developer. The leasehold mortgage acts as security for civic facility revenue bonds issued in 2003 for the Cayuga Green project.

3. Parking Lease Municipal Approval Contingency. Prior to conveyance of the Project Site, Developer shall have received from Agency a certified resolution of the City of Ithaca Common Council authorizing execution of a parking lease agreement satisfactory to the Developer at the Developer’s sole discretion.

4. Proposed Workforce Housing Agreement Contingency – At least 30 days prior to conveyance of the Project Site, Agency shall deliver a proposed agreement with the Developer establishing terms and conditions to provide between 10% and 20% of the rental housing units in the Project as workforce housing for a minimum of thirty (30) years. The Agreement shall include a deed restriction or other means of enforcement acceptable to the Agency. The Workforce Housing Agreement shall survive the conveyance of the Project Site.

B. Contingencies to be Met by Developer

1. Business Dislocation Reimbursement Contingency – Within twenty (20) days from the date of Developer’s execution of this Agreement but prior to a public hearing on the proposed DDA, Developer shall reimbursed reasonable and documented legal costs incurred by businesses with whom the Developer entered into negotiations on a plan to mitigate involuntary business displacement due to the then-proposed urban renewal project. The parties acknowledge the following:
   - A prior version of the proposed project required involuntary displacement of several businesses.
   - The Developer initiated negotiations with impacted businesses.
   - At least one impacted business was represented by legal counsel in relation to negotiations with the Developer.
   - Negotiations terminated without agreement after the Developer revised the project to prevent involuntary business displacement.
   - Legal costs incurred by impacted businesses in relation to negotiations with the Developer were a direct result of the Developer’s proposed project.
   - Impacted businesses have not been reimbursed for legal costs related to negotiations with the Developer as of the date of Developer’s execution of this Agreement.

   The Agency shall review submission of legal costs incurred by impacted businesses no later than five (5) days from the date of Developer’s execution of this Agreement and determine the amount of legal expenses incurred that are sufficiently documented as reasonable expenses directly related to proposed business displacement caused by the then-proposed Project.

2. Site Plan Approval Contingency - Within sixty (60) days from the date of this Agreement, Developer will have received site plan approval for the Project from the City of Ithaca Planning and Development Board.
3. Subdivision/Lot Line Adjustment Approval Contingency - Prior to conveyance of the Project Site, Developer will have received from the City of Ithaca Planning and Development Board any subdivision approval necessary for the Agency to convey the Project Site to the Developer. Agency shall authorize Developer to act as Agency’s representative.

4. Payment-In-Lieu of Taxes Contingency - Prior to conveyance of the Project Site, the Tompkins County Industrial Development Agency shall have approved a PILOT agreement for the Project satisfactory to the Developer at the Developer’s sole discretion.

5. Workforce Housing Preliminary Calculation Contingency - At least forty-five (45) days prior to conveyance of the Project Site, the Agency shall receive certified financial information necessary to calculate the project’s projected average cash-on-cash return over the first five years of operations, to the Agency’s satisfaction. The minimum 10% rental housing unit reserved for workforce housing shall be increased upwards toward the 20% workforce housing goal to the extent increasing workforce housing units allow the project to retain a 5-year average cash-on-cash return of at least 8% on cash equity invested in the project. Units dedicated as workforce housing shall be occupied and affordable to households earning 80% or less of the Area Median Income. The project financial information submitted to the Agency shall be certified as identical to the project financial information submitted to the proposed lender.

6. Proposed City Parking Lease Contingency - At least sixty (60) days prior to conveyance of the Project Site, the City shall have received a proposed agreement from the Developer for lease of the public parking premises, specifying the terms and conditions.

7. Superintendent of Public Works Contingency - Prior to conveyance of the Project Site, the City of Ithaca Superintendent of Public Works, or their designee, shall have received detailed construction documents from the Developer regarding the construction and renovation of the center section of the garage and provided a written notice to proceed with the proposed construction design.

8. Total Project Financing Contingency - Prior to conveyance of the Project Site, Agency shall receive from Developer (A) an itemized final development budget for the Project, and (B) proof of written commitments of financing and any required equity in amounts sufficient to fully fund the development budget, in a form and substance satisfactory to the Agency.

9. Workforce Housing Agreement Execution Contingency - Prior to conveyance of the Project Site, Developer shall execute an agreement with the Agency establishing terms and conditions to provide between 10% and 20% of the rental housing units in the Project as workforce housing for a minimum of thirty (30) years. The Agreement shall include a deed restriction or other means of enforcement acceptable to the Agency. The Workforce Housing Agreement shall survive the conveyance of the Project Site.

10. City Controller Contingency – Private Financing of Parking Component - Prior to conveyance of the Project Site, City Controller shall have received from Developer a copy of the proposed private financing commitment for the approximately 116 space parking facility
to be leased by the City of Ithaca and provided written confirmation that the interest rate and terms are acceptable.

11. Building Permit Issuance Contingency - Prior to conveyance of the Project Site, Agency shall receive from Developer proof of issuance from the City of Ithaca a building permit to reconstruct the existing two elevated decks of public parking at the Project Site.

VIII. COSTS AND EXPENSES

Each party shall be responsible for its own costs and expenses in connection with any activities undertaken in connection with this Agreement.

IX. OPEN BOOKS

Developer agrees to share information regarding the public parking and conference center components of the project on an open book basis, no later than three (3) business days from a written request from the Agency, including but not limited to review of all underlying assumptions and data associated with the pro forma, development budget, schedule of values, payment requests, pricing and compensation.

X. GOOD FAITH AND FAIR DEALING

The parties recognize that the successful planning and execution of the Project, and their respective ability to perform their obligations under this Agreement, will require extraordinary cooperation among them. Accordingly, the Agency and Developer agree to operate in good faith and fair dealing throughout the term of this Agreement, including (1) each will cooperate to facilitate the other’s performance, (2) each will avoid hindering the other’s performance, (3) each will respond promptly and completely to reasonable requests of the other, (4) each will proceed to fulfill its obligations under this Agreement diligently and honestly, and (5) each will cooperate in the common endeavor of completing the performance of this Agreement and the consummation of the transaction contemplated by this Agreement in a timely and efficient manner.

XI. FIXTURES, SYSTEMS AND PERSONAL PROPERTY

Agency and Developer acknowledge that the City of Ithaca maintains various parking equipment and fixtures on the Project Site. The City will retain title to such fixtures, equipment and personal property existing on the Project Site at the time of conveyance.

XII. PREVAILING WAGES ON PARKING CONSTRUCTION

The public parking component of the project is presumed to qualify as a public work project unless the NYS Bureau of Public Works makes a different determination based on project details. A public
work project requires New York State prevailing wages be paid to all workers employed on the public work project. The construction contract for any public work project must include the prevailing wage and supplement schedule.

The Developer shall incorporate NYS prevailing wages in the development budget for the public parking component of the project and is responsible to comply with all requirements of a public works project. In the event the NYS Department of Labor imposes any fines or fees on the City of Ithaca or the Agency regarding construction of the parking component by the Developer, the Developer agrees to reimburse such expenses.

XIII. OTHER PROVISIONS

A. Seller Representations

Agency represents, covenants, and warrants to Developer as follows:

1. The Property is in compliance with all applicable zoning ordinances and all other codes, ordinances, laws, regulations and requirements of any governmental authority or body having jurisdiction, and Seller has not received any notice of any failure of the Project Site or any of the improvements thereat to be in compliance with applicable zoning or other codes, ordinances, laws or regulations.

2. Developer is authorized to conduct on-site investigation to determine if the Project Site’s environmental condition is satisfactory prior to conveyance. To Agency’s knowledge, there have never been any and currently there are no hazardous or toxic materials, substances, chemicals or wastes located, stored, produced or present at, on, about or under the Project Site or the lands immediately adjoining the Project Site, and there exist no underground storage tanks on the Project Site; if any underground storage tanks formerly existed on the Project Site, such tanks, and any residue therefrom, were removed in accordance with applicable law; and no condition exists on the Project Site in violation of any applicable Federal, State or local law, regulation, ordinance, rule, code or order relating to protection of the environment or to the production, storage, containment or disposal of a hazardous or toxic substance.

3. There is no pending litigation in any way involving the Project Site, or any portion thereof, and there exists no requirement of any insurance carrier or mortgagee of the Project Site that work be performed on the Project Site, which requirement remains outstanding.

4. Agency’s sale of the urban renewal project site in accordance with this Agreement shall not violate or conflict with any provision of any agreement by which Agency is bound.

5. The premises are encumbered by a sublease to Community Development Properties, Inc., an assignment of the sublease and a leasehold mortgage granted to M&T Bank to secure Cayuga Green bonds issued in 2003. A condition for closing the transaction is to gain consent from M&T Bank to release or modify the leasehold mortgage.
6. There are no pending or, to the knowledge of Agency, threatened claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Project Site with respect to which liens may or could be filed against the Property.

7. Agency has paid or will pay prior to the closing, in the ordinary course of Agency’s business, all bills, taxes, assessments and other payments due in connection with the ownership, operation, construction, repair and maintenance of the Project Site.

8. None of the representations of Agency in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any representation contained herein not misleading in light of the circumstances in which such representation is made.

9. The representations set forth in this Section are true and correct as of the date of this Agreement, shall be deemed to be repeated as of closing and shall survive the closing.

10. From the date of this Agreement through the date of closing, Agency will not take any action nor fail to take any action that is likely to cause any of Agency’s representations to cease to be accurate. If any of these representations fail or cease to be accurate, Developer may, at Developer’s sole discretion, terminate this Agreement upon delivery of written notice to Agency or Agency’s attorney.

B. Leases

Between the date of this Agreement and the date of closing, Agency shall not enter into any leases of the Project Site or any portion thereof, nor any amendment or extension of any current lease other than with Developer’s prior written consent.

C. Closing Documents

Closing documents shall be governed by the Contingent Purchase Agreement.

D. Taxes and Assessments

Taxes and assessments shall be governed by the Contingent Purchase Agreement.

E. Possession and Closing

Possession and closing shall be governed by the Contingent Purchase Agreement, which requires the closing to take place no later than January 21, 2022, unless an extension is granted by Agency.

F. Adjustments

Adjustments shall be governed by the Contingent Purchase Agreement.

G. Conditions of Property and Risk of Loss
The parties agree the Project Site shall be conveyed and accepted in its “as-is” condition. Agency shall bear the risk of loss to the Project Site from the date of this Agreement to the date of closing in accordance with applicable New York State Law.

H. No Waiver

The failure of either party to enforce at any time the provisions of this Agreement or to exercise any option provided herein, or to require the performance of any of the provisions of this Contract, shall not be construed to be a waiver of such provisions. Such failure shall not affect the validity of this Agreement in whole or part, or the right of each party to enforce each and every part of this Agreement at a later time.

I. Binding Nature of Agreement

This Agreement shall be binding upon the parties hereto and upon their respective successors and/or assigns. All representations, covenants and warranties set forth in this Agreement shall be deemed to be repeated as of the date of closing hereunder.

J. No Broker

Both Developer and Agency both acknowledge that no real estate broker has been involved in this transaction and that no sales commission or other fees are due.

K. Notices

Any notices required or desired to be delivered in connection with this Agreement shall be delivered by hand or by United States first-class mail, postage pre-paid, or by nationally recognized overnight delivery service to the parties at their addresses set forth above, and in the case of any notices to the Agency, with a copy to Mariette Geldenhuys, Esq., 401 East State Street, Ithaca, NY 14850.

L. Attachments & Exhibits

All attachments and exhibits to this Agreement are incorporated into this agreement and create material obligations of the parties.

M. Governing Law and Jurisdiction

This Agreement shall be governed in all respects by the internal laws of the State of New York as applied to agreements entered into among New York residents to be performed entirely within New York. The parties hereto agree that the exclusive venue and place of trial for the resolution of any disputes arising in connection with the interpretation or enforcement of this Agreement shall be Supreme Court, Tompkins County in Ithaca, New York with venue in Tompkins County, New York.

N. Date of Agreement
The date of this Agreement shall be deemed to be the date that a fully executed counterpart of this Agreement is executed by the Agency.

O. Counterparts and Electronic Execution

This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties executing such counterparts, and all of which together shall constitute one instrument. Execution and/or delivery of counterparts of this Agreement in electronic format, whether via facsimile, e-mail, or otherwise, will have the same legal effect as execution and/or delivery of original paper counterparts.

P. Severability

In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

Q. Titles and Subtitles

The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

R. Assignment of Agreement

Developer represents that its rights, obligations, and duties under this Agreement shall not be assigned in whole or in part, without prior written authorization of the IURA at its sole discretion, except as follows: Developer may assign this Agreement to an affiliated entity of which at least 50% ownership interest is held by Ithaca Properties, LLC or its principals, shareholders or members upon submission by Developer to the Agency of the following information:

- The name and address of the assignee, its Certificate of Incorporation, and by-laws, if a corporation, or its Articles of Organization and operating agreement, if a limited liability company; and
- Identification in writing of the Manager(s), Member(s) and all persons or entities with a 15% or more ownership interest in the assignee.

S. Worker’s Compensation and Disability Insurance

As a condition for entry into this Agreement, Developer shall present evidence to the IURA that Developer provides the minimum levels of workers’ compensation and disability insurance coverage required by the State of New York, or that such coverage is not required.

T. Entire Agreement
This Agreement is the entire agreement between Seller and Purchaser concerning the subject matter hereof. No prior representation or agreement shall be binding on the parties, other than as set forth herein, and no modification of this Agreement shall be binding unless in writing and executed on behalf of the party to be bound.

IN WITNESS WHEREOF, Agency and Developer have executed this Agreement as of the date set opposite their signatures.

DEVELOPER:
Ithaca Properties, LLC

By: _______________________________  Date: _______________________________
    Jeffrey Rimland, Managing Member

AGENCY:
Ithaca Urban Renewal Agency

By: _______________________________  Date: _______________________________
    Svante L. Myrick, Chairperson

Attachments to Agreement:
(1) 5/11/2020 Purchase Agreement Eastern Section of Green Street Parking Garage Urban Project Site (Contingent Purchase Agreement), including definition of Project Site
(2) Project Term Sheet
(3) Schedule of Performance Milestones
(4) 6/19/19 Developer Sponsor Application including a preliminary project description, as amended, or updated per Site Plan Review submissions through May 8, 2020 for the Rothschild Mixed Use Development project.
Attachment 1

Disposition & Development Agreement
Green Street Garage Mixed-Use Redevelopment Project
East Section (Rothschild Mixed Use Project)

Executed Contingent Purchase Agreement
PURCHASE AGREEMENT
EASTERN SECTION OF GREEN STREET GARAGE URBAN RENEWAL PROJECT SITE

AGREEMENT made this 11th day of April, 2020 by and between the City of Ithaca, a New York municipal corporation, having offices at 108 East Green Street, Ithaca, New York (hereinafter “City”), the Ithaca Urban Renewal Agency, a New York urban renewal agency created pursuant to general municipal law, with offices at 108 East Green Street, Ithaca, New York (hereinafter “IURA”), and Ithaca Properties, LLC, a New York limited liability company, having offices at 1721 N. Ocean Avenue, Medford, New York 11763 (hereinafter “Ithaca Properties”).

WHEREAS, the City owns real property consisting of a parking garage located at 120 East Green Street, Ithaca, New York known as the Green Street Parking Garage; and

WHEREAS, on October 4, 2017, the City authorized transfer of the Green Street Parking Garage to the IURA via an option agreement, for the purpose of structuring a proposed conveyance and development agreement with preferred developers to undertake an urban renewal project subject to approval by the Common Council for the City of Ithaca; and

WHEREAS, Ithaca Properties is the owner of a commercial building located at 215 East State Street, a portion of which extends immediately under and is thereby connected to the eastern portion of the Green Street Parking Garage; and

WHEREAS, on June 27, 2019, pursuant to section 507 of New York General Municipal Law, the Ithaca Urban Renewal Agency (hereinafter “IURA”) designated Ithaca Properties qualified eligible sponsor to acquire the eastern section of Green Street garage Site for the purposes of undertaking an urban renewal project; and
WHEREAS, on December 23, 2019, the IURA endorsed Ithaca Properties’ proposed urban renewal project which includes reconstruction of two public parking decks, street-level active uses and nine to ten upper levels of housing, a portion of which is to be constructed over the eastern section of the Premises; and

WHEREAS, the endorsed urban renewal project program includes below grade private parking, street-level active uses facing both The Commons and East Green Street, reconstruction of two decks of public parking, and 9-10 levels of rental housing of which at least 10% of the units shall be occupied and affordable to households earning up to 80% of Area Median Income; and

WHEREAS, the Ithaca Properties desires to purchase the eastern section of the Garage Site including the air rights attached to the property as more particularly described on Exhibit “A” (the “Premises”); and

WHEREAS, the City has conveyed a purchase option for the Premises to Hotel Ithaca, LLC (“Hotel Ithaca”) pursuant to option and purchase agreement executed on December 18, 2014 which may be exercised during a one-year period commencing on the date the City notifies Hotel Ithaca of its intention to sell the Premises and terminating one year thereafter; and

WHEREAS, Hotel Ithaca, by letter of intent dated December 19, 2019, has notified the City that it intends to relinquish its option to purchase the Premises under terms and conditions as set forth in the letter of intent and specifically, the conditions set forth in items 2, 3, 4 and 6 of the letter of intent which, subject to final negotiation and legislative approval, are generally acceptable to the City with the exception of condition 6(d);

WHEREAS, the City and IURA have agreed to sell the Premises to Ithaca Properties in the event the option conveyed to Hotel Ithaca is relinquished and contingencies contained in this
agreement are satisfied.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Ithaca Properties agree as follows:

1. **The Property:** The City agrees to sell to Ithaca Properties and Ithaca Properties agrees purchase from the City in accordance with the terms and conditions of this agreement all of the following (collectively referred to as the “Premises”):

   (a) The real property, including all right, title and interest thereon, located in the County of Tompkins, State of New York described on Exhibit “A” annexed hereto.

   (b) Those rights, privileges, easements and rights of way listed in Exhibit B.

   (c) All improvements and fixtures located on the Premises.

   (d) All right, obligation, title and interest of the City in and to a parking agreement between the City and Hotel Ithaca dated October 24, 2014, and defense and indemnification of the City as to any claims asserted against the City in connection with said agreement.

2. **Purchase Price and Deposit:** The total purchase price for the Premises is three hundred fifty thousand dollars ($350,000) (the “Purchase Price”). The Purchase Price will be paid by Ithaca Properties to the City upon the delivery of a deed and other documents in accordance with the terms set forth in this agreement (the “Closing”).

3. **Contingencies for Sale and Purchase:**

Closing of this sale is contingent on approval of the Common Council for the City of Ithaca of an IURA-proposed disposition of The Premises to Ithaca Properties to implement an
IURA-endorsed urban renewal project in compliance with all applicable laws. Ithaca Properties acknowledges that such approval cannot occur prior to completion of environmental review for the proposed project and completion of disposition procedures pursuant to section 507 of General Municipal Law.

Closing of this sale is contingent on execution of an urban renewal development agreement with the IURA that will identify responsibilities of Ithaca Properties and the IURA to implement the urban renewal project at The Premises following conveyance of The Premises.

Closing of this sale is contingent on the receipt by Ithaca Properties or its assignee of Common Council approval for the urban renewal project to be constructed on this site.

Closing is contingent on release of a leasehold mortgage on The Premises held by M&T Bank. IURA and City commit to work in good faith to resolve this encumbrance. The City shall, upon execution of this agreement, promptly seek an agreement from M&T Bank to a release of its leasehold mortgage on the Premises.

Closing is contingent on subdivision or lot line adjustment approval necessary for the IURA to convey The Premises to Ithaca Properties.

4. **Option:** Closing is contingent upon Hotel Ithaca’s relinquishment of its option to purchase the Premises.

5. **Payment to City:** In the event Hotel Ithaca exercises or fails to relinquish its option to purchase the Premises, Ithaca Properties shall pay the City $350,000 upon the Closing of the sale and delivery of title to the Premises to Hotel Ithaca or its assignee. Payment to the City is in consideration of the City’s agreement with Ithaca Properties as contained herein.

6. **Reconstruction of Garage:** As part of the construction by Ithaca Properties of the proposed urban renewal project, Ithaca Properties shall reconstruct the Premises (eastern
portion of the Green Street Parking Garage to contain approximately 130 parking spaces) in accordance with the IURA urban renewal development agreement.

7. **Lease of Parking Garage:** The City shall enter into a mutually agreed upon 30-year lease of the parking garage from Ithaca Properties at a rental to be determined by amortizing all documented, commercially reasonable and verified costs incurred after the completion of demolition associated with the reconstruction of the parking garage over the 30-year term of the lease, excepting mobilization, demolition and clearance of the existing public parking decks, which costs are already factored into the purchase price. The lease term shall commence upon completing construction of the parking garage as indicated by issuance of a certificate of completion or alternative documentation authorizing public utilization of the parking garage. Ithaca Properties shall, not less than 30 days prior to scheduled lease execution, render a detailed itemized statement, certified, notarized and sworn under penalty of perjury, to the City showing the cost, as above defined, for the reconstruction of the garage. The lease shall provide the City with at least two successive options to renew the term of the lease, each for a renewal period of ten years at a rent formula to be included in the urban renewal development agreement that recognizes the initial capital costs have been fully amortized at the completion of the initial 30-year term.

8. **Closing Date:** Closing of the sale of the Premises to Ithaca Properties ("Closing Date") shall be on or about a date which is 30 days from the date when all Contingencies for sale and purchase contained above and in the IURA urban renewal development agreement have been satisfied. The following shall be delivered by the City on the Closing Date:

   (a) **Deed.** Conveyance shall be by warranty deed with lien covenant conveying good and marketable title in fee simple to the Premises, and such
deed shall include an easement and right-of-way for access by pedestrians and
to the central section of the parking garage, situate and adjoining
the Premises to the west (the “Central Section of the Garage”). The right-of-
way access shall be provided for the entire term (30 years) of the parking
agreement between the City and Hotel Ithaca LLC at the Property and shall
continue thereafter and unless the Central Section of the Garage is no longer
utilized as a parking garage. The above notwithstanding, if at any time after
the expiration of the City’s lease with Hotel Ithaca the City ceases to operate
the Central Section of the Garage, the City will make a good-faith effort to
provide access to the Premises through the same area of the Central Section of
the Garage provided that Ithaca Properties pays all costs associated with
providing such access. Notwithstanding the foregoing, if at any time it is
infeasible or substantially detrimental to the City, the City is under no
obligation to develop a plan or design for the Central Section of the Garage to
accommodate Ithaca Properties’ access to the Premises provided the Central
Section of the Garage is no longer utilized as a parking garage.

(b) The conveyance shall reserve for the City’s benefit such easements and rights-
of-way over the Premises, as detailed in Exhibit C, including for the purposes
of maintaining public access and use of the stairway at the northeast section of
the Green Garage located on the Tax Map Parcel No. 70.-4-4.2, and shall
reserve any rights-of-way, easements or access rights required for City
utilities;

(c) Diligence Materials: Ithaca Properties shall be responsible, at its sole
expense, for obtaining an updated abstract and any materials required by Ithaca Properties to review the condition of title, including outstanding liens, judgments and encumbrances, and to confirm the payment of all taxes, assessments and other charges related to the Premises. Further, if Ithaca Properties elects to obtain a survey of the Premises, Ithaca Properties shall be responsible for the costs associated therewith provided, however, that Ithaca Properties’ surveyor shall be granted reasonable access to the Premises to complete such survey;

(d) Tax Forms: Ithaca Properties shall prepare and deliver for the IURA’s review all tax forms required for recordation of a deed in the Tompkin’s County Clerk’s Office, including the TP-584 and RP-5217;

(e) Subdivision/Land Division Approval: If the Premises constitutes only a portion of a pre-existing parent parcel or is a lot in a subdivision or part of any other land division, the IURA shall deliver all necessary documentation to establish that the division has been approved in accordance with local and state law. Furthermore, if the Premises constitute only a portion of a pre-existing tax parcel, the IURA shall obtain a certificate of apportionment from the Assessor’s Office establishing the percentage of such tax parcel’s assessed value to be attributed to the Premises;

9. Closing Adjustments: Taxes, assessments, water and sewer charges shall be adjusted to the Closing date. The City shall not be responsible for any taxes or charges that the City would not have incurred, paid or otherwise been responsible absent Closing under this
10. **Condition of Premises at Closing:** The City and IURA shall not transfer or encumber the Premises or any interest in the Premises, other than referenced in this agreement, in any manner that might diminish its value.

   Condition of the Premises shall be “As Is” at Closing with no assurances made by City.

   Ithaca Properties shall have a right to inspect the Premises within 24 hours prior to Closing for the purpose of confirming the condition of the improvements and the City’s maintenance of the Premises.

11. **Closing Expenses:** Ithaca Properties shall pay for title searches and insurance, recording of the deed and other related documents, and shall also pay the required transfer tax, if any, to be attached to the deed.

12. **Risk of Loss:** Risk of loss or damage to the Premises by fire or other causes or casualties until the Closing Date is assumed by the owner in fee of the Premises at the time of the loss or damage.

13. **Rejection of Title:** Ithaca Properties will accept title that any reputable title insurance company retained by Ithaca Properties and licensed to do business in the State of New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for this contract. The above notwithstanding, in the event that Ithaca Properties shall raise any objection to the City’s title, which if valid, would render the title unmarketable for the present or intended use as herein expressed, the City and IURA shall exercise all commercially reasonable efforts to cure said title objection as soon as reasonable practicable. The City and IURA further
agrees not to take any actions or permit any actions to be taken that would cause any such code violations.

14. **Representation and Warranties:** The City and IURA have the full power and authority to execute this agreement and all agreements and documents referred to herein and to fully perform as required by this agreement.

15. **Disclosures:** The City and IURA shall disclose to Ithaca Properties any information reasonably known to or reasonably producible by the City or IURA as of execution of this agreement about any of the following matters relating to the Premises and/or any improvements located thereon:

   (a) any violation of any administrative enactments including but not limited to building codes and zoning ordinance;

   (b) any pending or threatened litigation concerning the Premises;

   (c) any written or oral lease, option or agreement of sale, claim or legal proceeding relating to the Premises.

16. **Term of Agreement:** This agreement shall go into effect upon execution hereof. The City shall notify Hotel Ithaca of its intention to sell the Premises within forty-five days from the execution of this agreement. In the event Hotel Ithaca exercises its option then this agreement shall continue in full force and effect until the Closing of the Premises to Hotel Ithaca.

If Hotel Ithaca fails to exercise the option on or before the option expiration date, Closing with Ithaca Properties shall take place as set forth herein. Notwithstanding any other provision of this agreement, this agreement shall, at the City’s option, become null and void on or after January 31, 2022 in the event that Ithaca Properties has not closed by that time.

In the event Hotel Ithaca refuses to relinquish its option and notifies the City of its intention to
exercise the option then this agreement shall continue.

17. **Termination of Litigation:** Within five business days of execution of this agreement, Ithaca Properties shall discontinue with prejudice all pending litigation with the City regarding the Premises, including the currently pending appeal at the Appellate Division, Third Department, docket number 528771. Ithaca Properties further represents that it is aware of no other causes of action that it possesses against the City at this time.

18. **Superseding Agreement:** This agreement supersedes any and all agreements and representations that may have been previously made between the parties and states the full agreement of the parties.

19. **Binding Effect and Modification:** This agreement shall bind the parties hereto and their successors and/or assigns and may not be modified except in writing signed by the parties hereto. The terms of this agreement and all written modifications hereto shall survive the Closing.

20. **Remedies:** In addition to any other remedy specifically set forth in this agreement, Ithaca Properties has the right to enforce the provisions of this agreement through an action for specific performance or injunctive relief. The election of any one remedy available under this agreement shall not constitute a waiver of other available remedies.

21. **Counterparts:** This agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

22. **No Waiver:** No provision of this agreement shall be deemed amended or waived unless such amendment or waiver is set forth in writing signed by both parties to this agreement. No act or failure to act by either party shall be deemed a waiver of its rights hereunder and no waiver in any one circumstance or of any one provision shall be deemed a
waiver in other circumstances or of other provisions.

23. **Holidays:** If any date set forth in this agreement or computed pursuant to this agreement falls on a Saturday, Sunday or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

24. **Headings:** The headings of the paragraphs of this agreement have been inserted only for the purposes of convenience and are not part of this agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this agreement.

25. **Governing Law:** This agreement shall be governed by the laws of the State of New York applicable to contracts made and to be performed entirely within the State of New York. Venue for any disputes shall be exclusively with the courts of Tompkins County, New York State.

26. **Assignment:** Ithaca Properties may assign this agreement without IURA approval only to an entity of which at least 50% ownership interest is held by Ithaca Properties and/or its principals, shareholders or members, and such assignee shall have executed a development agreement with the IURA to undertake the endorsed urban renewal project at The Premises, or accepted assignment of such an IURA development agreement from Ithaca Properties. Such authorized assignment is further conditioned upon submission to the IURA and City of the following information:

(a) The name and address of the assignee, its certificate of incorporation and by-laws if a corporation, or its articles of organization and operating agreement if a limited liability company; and

(b) Identification in writing of the manager(s), member(s) and all persons or
entities with a 15% or more ownership interest in the assignee.

Any other assignment of this agreement shall require prior written authorization of the IURA at its sole discretion.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

CITY OF ITHACA
By:

ITHACA URBAN RENEWAL AGENCY
By:

ITHACA PROPERTIES, LLC
By: Jeffrey Rimland, Managing Member

STATE OF NEW YORK )
) ss:
COUNTY OF TOMPKINS )

On the ______ day of __________________, 2020 before me, the undersigned, personally appeared ________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) or the person upon behalf of which the individual(s) acted, executed the
instrument.
STATE OF NEW YORK  

COUNTY OF SUFFOLK  

On the 13th day of April, 2020 before me, the undersigned, personally appeared JEFFREY RIMLAND, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]

NOTARY PUBLIC

Jane M. McLaughlin  
Notary Public, State of New York  
No. 02MC4964410  
Qualified in Suffolk County  
Commission Expire April 2, 2022
entities with a 15% or more ownership interest in the assignee.

Any other assignment of this agreement shall require prior written authorization of the IURA at its sole discretion.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

CITY OF ITHACA
By: [Signature]

ITHACA URBAN RENEWAL AGENCY
By: [Signature]

ITHACA PROPERTIES, LLC
By: [Signature]
Jeffrey Rimland, Managing Member

STATE OF NEW YORK  )
COUNTY OF TOMPKINS  ) ss:

On the 9th day of May, 2020 before me, the undersigned, personally appeared [Name], personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

-12-  
Krin Barry, No. 018A 6008225
Tompkins County  
Exp. 4/13/2023
Exhibit A Parcel Description

The following description shall be finalized prior to transfer by reference to the metes and bounds of the final ALTA survey to be prepared by Ithaca Properties, and shall be subject to modifications as required to convey marketable and insurable property for Ithaca Properties’ use and purposes as set forth in the Agreement.

ALL THAT TRACT OR PARCEL OF LAND consisting of air space above the elevation of 47.88 feet located in the City of Ithaca, Tompkins County, State of New York, bounded and described as follows:

BEGINNING at a calculated point that is 72.5 feet at a bearing of N 89° 45’ 15” E from the intersection of the center line of South Tioga Street with the north line of East Green Street, which line is also the south line of Block 201;

THENCE running S 87° 30’ 09” E along the south line of block 201 and the easterly prolongation thereof, a distance of 204.65 feet to a calculated point in the premises conveyed to Hotel Ithaca, LLC;

THENCE running N 02° 28’ 17” E along the parcel boundary of the premises conveyed to Hotel Ithaca, LLC a distance of 118.49 feet to a calculated point;

THENCE running S 87° 30’ 09” W along a line parallel with the south line of block 201 a distance of 204.65 feet to a calculated point;

THENCE running S 02° 28’ 17” E parallel to the Hotel Ithaca, LLC parcel boundary for a distance of 119.20 feet to the point and place of beginning, containing an area of 0.557 acres of land.

SUBJECT TO and TOGETHER WITH all utility easements of record as the same may affect the above-described premises.

The premises conveyed are more particularly shown as Parcel A on a survey map entitled, “BOUNDARY AND TOPOGRAPHIC SURVEY OF PROPERTY DESIGNATED AS TMP No. 70-4-5.2 & TMP No. 70-4-4.2” prepared by John E. Quinn, L.S. No. 050269 on November 15, 2019 and being a portion of Tax Map Parcel # 70.4-4.2.
Exhibit B – Existing Easements and ROW

The parcel described in Exhibit A (“Parcel”) is subject to the following known and recorded encumbrances and easements, and others as may be shown in the final title search or ALTA survey prepared by Ithaca Properties:

- Deeded rights to the air space extending 12 feet west of the eastern boundary of the Parcel, as more fully described in the Boundary Line Agreement, recorded with the Tompkins County Clerk on December 13, 2011 as Instrument Number 584785-001 and further clarified in the quit claim deed recorded with the Tompkins County Clerk on November 3, 2014 as Instrument Number 2014-13351.

- Generator easement between Ithaca Properties, LLC & Hotel Ithaca LLC as more fully described in the Generator Easement Agreement recorded with the Tompkins County Clerk on January 13, 2015 as Instrument Number 2015-00425.

- Footer easement as more fully described in the 1974 lease between New York State Department of Transportation and the New York State Urban Development Corporation recorded with the Tompkins County Clerk on April 22, 1974 in Book 519, Page 42.
Exhibit C – reserved easements for the City

The City reserves the following easements or encumbrances - not yet recorded - on the Parcel, but which the parties intend to include in the final Parcel description.

A) Rights of Way or Easements for public use
- Routes of public access through the Parcel from both parking decks of the adjacent central portion of the Green Street Garage to the northeast corner of the Parcel, including right of way over the staircase currently leading to The Commons or any later means of access from the Parcel to The Commons.
- Mutual easement or rights of way for vehicular traffic between the Parcel and adjacent central and western portions of the Green Street Garage.
- Access to the elevators located on the parcel now owned by Hotel Ithaca, LLC, which currently open into the Parcel or the eastern section of the Green Street Garage.

B) Easements for the continuing functions of the central portion of Green Street Garage
- Provisions for storm water drainage from the central portion of Green Street Garage as needed, which may include but not be limited to the drainage lines designated as 12” CP depicted on the preliminary boundary survey and encroaching onto the Parcel.
- Utility access for maintenance, inspection, and repair as necessary to preserve the function of the central and western sections of the parking structure.
- Access to the central portion of the Green Street Garage footers or other structures necessary to the central portion foundation, for the purposes of maintenance, inspection, and repair.
Attachment 2

Disposition & Development Agreement
Green Street Garage Mixed-Use Redevelopment Project
East Section (Rothschild Mixed Use Project)

Project Term Sheet
# Project Term Sheet

## Green Street Garage Mixed-Use Urban Renewal Project – East Section

<table>
<thead>
<tr>
<th><strong>GENERAL TERMS</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rothschild Mixed-Use Development</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Ithaca Properties, LLC</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Parties
- Ithaca Properties, LLC (“Ithaca Properties” or “Developer”), a New York limited liability corporation
- Ithaca Urban Renewal Agency (“IURA”), a New York urban renewal agency

### Purpose
The purpose of this Agreement is to provide for the disposition and development of the project site in compliance with a City of Ithaca Common Council approved urban renewal project for a mixed-use redevelopment including public parking, affordable housing, and either a conference center with street level active use or ground floor commercial use with street level active use.

This Agreement is designed to achieve the development of the Project Site in a coordinated and comprehensive manner. The Developer will undertake the development of the Site subject to the terms and conditions as more set forth in this Agreement.

### Project Site
Portion of property tax parcel #70.-4.5.2 containing the eastern section of the Green Street parking garage.

### Sales Price
$350,000.00 in recognition of estimated $2,030,000 cost to the City to demolish and remove the existing public parking decks at the Project Site.

### Conditions for Conveyance of Project Site
1. Reimbursement of legal expenses incurred by businesses previously proposed to be dislocated
2. Consent from M&T Bank regarding leasehold mortgage
3. Site plan approval
4. Subdivision/lot line adjustment approval
5. Approval of Payment-in-lieu of taxes agreement
6. Consent from Superintendent of Public Works regarding parking construction plans
7. Consent from City Controller regarding proposed financing terms for the parking component
8. Execution of workforce housing agreement
9. Execution of parking lease with City of Ithaca
10. Proof of project financing, including equity
11. Building permit issuance to demolish western section of garage

### Reference Documents
Terms and conditions of the development transaction shall comply with submissions from Developer attached to this Agreement. Any conflict between submissions shall
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Books</td>
<td>The IURA has the right at all reasonable times to inspect the books and records of the Developer pertaining to the Project and Developer shall not unreasonably withhold requested project information, including but not limited to market studies, construction documents, submittals, and construction expenses. The IURA shall not disclose any proprietary or confidential information subject to NYS Freedom of Information Law.</td>
</tr>
<tr>
<td>Cost of Development and Construction</td>
<td>The cost of developing the site and constructing all improvements shall be borne by the Developer. The IURA, City and Developer shall each pay the costs necessary to administer and carry out their respective responsibilities and obligations under this Agreement.</td>
</tr>
<tr>
<td>Green Building Policy</td>
<td>The project shall comply with the City of Ithaca Green Building policy.</td>
</tr>
<tr>
<td>Living Wages</td>
<td>All employees at the Project Site shall be paid a “living wage” as determined by Alternative Federal Credit Union.</td>
</tr>
<tr>
<td>Deliverable</td>
<td>180-200 rental housing units of diverse unit sizes, including studios, 1-bedroom and 2-bedroom units.</td>
</tr>
<tr>
<td>-------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| Workforce Housing Goal: | • 20% of total housing units shall be occupied and affordable to households earning up to 80% of Area Median Income (AMI), subject to sufficient Tompkins County Industrial Development Agency (TCIDA) and other incentives to retain overall project financial feasibility with an average cash-on-cash return of not less than 8%.  
• For any unit designated as “workforce housing”, rent plus utilities plus any other mandatory resident charges cannot exceed 30% of 80% of AMI, adjusted for household size.  
• Workforce housing units shall be distributed pro rata across all unit sizes  
• Workforce housing units shall be similar in size to market rate units  
• Workforce housing units shall share the lobby entrance with market rate units  
• Regulatory period: 30 years. |
| Workforce Housing Minimum Commitment: | • No less than 10% of total housing units shall be occupied and affordable to households earning up to 80% of AMI.  
• For any unit designated as “workforce housing”, rent plus utilities plus any other mandatory resident charges cannot exceed 30% of 80% of AMI, adjusted for household size.  
• Workforce housing units shall be provided as close as possible to a pro rata distribution across all unit size categories with a minimum pro rata distribution among efficiencies and one-bedroom unit size categories.  
• Workforce housing units shall be similar in size to market rate units  
• Workforce housing units shall share the lobby entrance with market rate units  
• Regulatory period: 30 years. |
<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Approximately 116 reconstructed public parking spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lessor</td>
<td>Ithaca Properties, LLC</td>
</tr>
<tr>
<td>Lessee</td>
<td>City of Ithaca</td>
</tr>
<tr>
<td>Lease Terms</td>
<td>30-year lease subject to mutually acceptable terms</td>
</tr>
<tr>
<td>Rent</td>
<td>Minimal amount sufficient to amortize debt for development of the parking component over 30-years, preliminarily estimated to be $2,000 per parking stall per year ($232,000/year)</td>
</tr>
<tr>
<td>Right to Renew Lease</td>
<td>City option for up to two 10-year extensions of the lease at the end of the 30-year term at the same rent.</td>
</tr>
<tr>
<td>Contingency if Financing Costs are Excessive</td>
<td>If proposed financing costs are deemed by the City of Ithaca to be excessive and result in a parking rent rate exceeding $2,000/parking stall/year, the City is not obligated to enter into parking lease agreement, though conveyance of the Project Site may proceed without public parking.</td>
</tr>
<tr>
<td>Design</td>
<td>The parking component shall be structurally and architecturally compatible with the public parking located in the Center section of the Green Street Parking Garage.</td>
</tr>
<tr>
<td>LED Lighting</td>
<td>LED lighting shall be installed in the reconstructed public parking.</td>
</tr>
<tr>
<td>Construction Plans</td>
<td>The Developer shall obtain consent from the City of Ithaca Superintendent of Public Works of construction documents prior to final bidding of construction.</td>
</tr>
<tr>
<td>Public Works Status</td>
<td>The parking project shall comply with requirements for a public works project, including prevailing wage requirements, unless consent is received from the City of Ithaca.</td>
</tr>
<tr>
<td>Parking Mitigation Plan</td>
<td>A parking mitigation plan for construction workers, materials and vehicles shall be submitted by Developer and approved by the Director of Planning &amp; Development prior to commencement of construction or demolition work. The City of Ithaca shall be responsible for developing a parking mitigation plan during temporary closure of the garage (anticipated to be 150 days).</td>
</tr>
<tr>
<td>Completion – Turn Key</td>
<td>At commencement of the lease, the parking component shall be in full compliance with all applicable codes for occupancy and ready for public parking, including striping and numbering of all parking stalls and installation of internal way finding signage.</td>
</tr>
</tbody>
</table>
| City Role in Construction | The City, as long-term lessee, shall be provided with sufficient Project information to monitor construction, project costs, and compliance with applicable codes and regulations for the parking component of the Project. All construction documents, including subcontracts, change orders, submittals and shop drawings shall be submitted to a City representative on a timely basis. The developer shall respond in writing to any concerns raised by the City representative regarding these documents.  

The Developer shall obtain consent from the City of Ithaca Superintendent of Public Works of construction documents prior to final bidding of construction.  

At least once a quarter during construction of the project, the Developer shall organize and schedule a construction progress meeting to discuss and evaluate the progress and status of construction of the parking component of the Project and resolve outstanding issues. The meeting shall include representatives from the Developer, the general contractor, and the City, and shall be scheduled at such time as are mutually satisfactory to all parties. At least three (3) business days prior to the meeting, the Developer shall submit to the City a written progress report of the construction. The report shall be in such form and detail as may reasonably be required by the City and shall include a reasonable number of construction photograms taken since the last report submitted by the Developer.  

If construction cost savings are realized, 90% of the savings shall accrue to the City in the form of reduced rent or flow into the costly repair and maintenance fund at the City’s discretion. |
Attachment 3

Disposition & Development Agreement
Green Street Garage Mixed-Use Redevelopment Project
East Section (Rothschild Mixed Use Project)

Schedule of Performance Milestones
### Schedule of Performance Milestones

**Green Street Garage Mixed-Use Redevelopment Project**
**East Section (Rothschild Mixed Use Development)**
**IURA/Ithaca Properties, LLC**

<table>
<thead>
<tr>
<th>Responsible Party</th>
<th>Milestone/Contingency</th>
<th>Milestone Schedule</th>
<th>Projected Calendar Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both</td>
<td>Fully Executed DDA (target date)</td>
<td>9/15/2020</td>
<td>9/15/2020</td>
</tr>
<tr>
<td>Both</td>
<td>Conveyance of Project Site (target date)</td>
<td></td>
<td>1/15/2021</td>
</tr>
<tr>
<td>Agency</td>
<td>Public Authorities Reform Act Contingency</td>
<td>within 60 days</td>
<td>11/14/2020</td>
</tr>
<tr>
<td>Agency</td>
<td>M&amp;T Bank Consent Contingency</td>
<td>within 90 days</td>
<td>12/14/2020</td>
</tr>
<tr>
<td>Agency</td>
<td>Propose Workforce Housing Agreement Contingency</td>
<td>30 days prior</td>
<td>12/16/2020</td>
</tr>
<tr>
<td>Agency</td>
<td>Parking Lease Municipal Approval Contingency</td>
<td>prior</td>
<td>1/15/2021</td>
</tr>
<tr>
<td>Developer</td>
<td>Business Dislocation Reimbursement Contingency</td>
<td>prior</td>
<td>8/12/2020</td>
</tr>
<tr>
<td>Developer</td>
<td>Site Plan Approval Contingency</td>
<td>within 60 days</td>
<td>11/14/2020</td>
</tr>
<tr>
<td>Developer</td>
<td>Proposed City Parking Lease Contingency</td>
<td>60 days prior</td>
<td>11/16/2020</td>
</tr>
<tr>
<td>Developer</td>
<td>Workforce Housing Preliminary Calculation Contingency</td>
<td>45 days prior</td>
<td>12/1/2020</td>
</tr>
<tr>
<td>Developer</td>
<td>Subdivision/Lot Line Adjustment Contingency</td>
<td>prior</td>
<td>1/15/2021</td>
</tr>
<tr>
<td>Developer</td>
<td>PILOT Contingency</td>
<td>prior</td>
<td>1/15/2021</td>
</tr>
<tr>
<td>Developer</td>
<td>Proposed Superintendent of Public Works Contingency</td>
<td>prior</td>
<td>1/15/2021</td>
</tr>
<tr>
<td>Developer</td>
<td>Total Project Financing Contingency</td>
<td>prior</td>
<td>1/15/2021</td>
</tr>
<tr>
<td>Developer</td>
<td>Workforce Housing Agreement Execution Contingency</td>
<td>prior</td>
<td>1/15/2021</td>
</tr>
<tr>
<td>Developer</td>
<td>City Controller Contingency</td>
<td>prior</td>
<td>1/15/2021</td>
</tr>
<tr>
<td>Developer</td>
<td>Building Permit Issuance Contingency</td>
<td>prior</td>
<td>1/15/2021</td>
</tr>
</tbody>
</table>

Note: Property conveyance of the Project Site must be completed no later than 1/31/2022
Attachment 4

Disposition & Development Agreement
Green Street Garage Mixed-Use Redevelopment Project
East Section (Rothschild Mixed Use Project)

Developer’s Sponsor Application and Project Description
URBAN RENEWAL PROJECT
PROJECT SPONSOR APPLICATION FORM

PROPERTY ADDRESS: Air Rights Over Eastern Section of Green Street Garage
120 E. Green St. (part of Tax Parcel #70.-4-5.2)

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): Ithaca Properties, LLC

Address 1: 1721-D North Ocean Avenue

Address 2: Medford, New York City, State, & Zip Code: 11763

Telephone: (631) 207-5730 Cell Phone: E-Mail:

Applicant is:
- [ ] Individual(s)
- [ ] Corporation Year: State:
- [ ] Partnership Year: State:
- [ ] Sole Proprietorship Year: State:
- [ ] Limited Liability Corporation Year: State: New York

1 of 7
**CONTACT PERSON** (if different from Applicant):

<table>
<thead>
<tr>
<th>Name(s):</th>
<th>Jeffrey Rimland</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address 1:</td>
<td>1721-D North Ocean Avenue</td>
</tr>
<tr>
<td>Address 2: Medford, NY</td>
<td>City, State, &amp; Zip Code: 11763</td>
</tr>
<tr>
<td>Telephone: (631) 207-5730</td>
<td>Cell Phone: (631) 327-3002</td>
</tr>
</tbody>
</table>

**NATURE OF BUSINESS/ORGANIZATION:**

Real estate ownership, development and management

**COMPANY/ORGANIZATION ATTORNEY:**

<table>
<thead>
<tr>
<th>Name(s):</th>
<th>David Lazer, Esq</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>Lazer, Apheker, Rosella &amp; Yedid, P.C.</td>
</tr>
<tr>
<td>Address 1:</td>
<td>Melville Law Center</td>
</tr>
<tr>
<td>Address 2: 225 Old Country Road</td>
<td>City, State, &amp; Zip Code: Melville, NY 11747</td>
</tr>
<tr>
<td>Telephone: (631) 761-0800</td>
<td>Cell Phone:</td>
</tr>
</tbody>
</table>

**COMPANY/ORGANIZATION ACCOUNTANT:**

<table>
<thead>
<tr>
<th>Name(s):</th>
<th>Robert J. Bogardt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>Bogardt &amp; Company, LLP, CPA's</td>
</tr>
<tr>
<td>Address 1:</td>
<td>140 Fell Ct. Ste 300</td>
</tr>
<tr>
<td>Address 2: Hauppauge, NY</td>
<td>City, State, &amp; Zip Code: 11788</td>
</tr>
<tr>
<td>Telephone: (631) 348-0100</td>
<td>Cell Phone:</td>
</tr>
</tbody>
</table>
COMPANY/ORGANIZATION OFFICERS:

Name: Jeffrey Rimland
Position: Managing Member

(attach additional list, as needed)

COMPANY/ORGANIZATION PRINCIPALS (SHAREHOLDERS/MEMBERS):

Name: Rimland Family Holdings, LLC
% Interest: 100%

(attach additional list, as needed)

DUE DILIGENCE:

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:

3 of 7
10. Please list all properties in the City of Ithaca owned by Applicant's company 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>120 S Aurora St, Ithaca, NY 14850</td>
<td>Ithaca Properties, LLC</td>
</tr>
<tr>
<td>215 E State St, Ithaca, NY 14850</td>
<td>Ithaca Properties, LLC</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:

---

**PROJECT TEAM:**

Project Developer/Construction Manager:  To be determined

Project Architect:  Cooper Carry

Additional Project Team Members:

---

**PROJECT SUMMARY:**

Market-Rate Housing:  198 (Units)

Below-Market Housing:  (Units)

Retail/Commercial:  (Square Feet)
Common Area: ____________________________ (Square Feet)
Other: ____________________________ (Square Feet)
Parking Spaces (Public Use): 140 (Parking Spaces)
Parking Spaces (Private Use): 40 (Parking Spaces)

**COMMUNITY BENEFIT SUMMARY:**

**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: [ ]

**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: [ ]

**PROJECT BUDGET SUMMARY:**

<table>
<thead>
<tr>
<th>Estimated Project Costs</th>
<th>Sources of Funds: Permanent Financing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Equity/Cash: $17,491,500</td>
</tr>
<tr>
<td>Land Acquisition:</td>
<td>Lender #1: $40,813,500</td>
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<tr>
<td>$ 0</td>
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<td>Other (list below): $</td>
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<tr>
<td>$ 48,680,000</td>
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<tr>
<td>$</td>
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<td>$ 5,525,000</td>
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<td>Professional Fees:</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Financing Costs:</td>
<td></td>
</tr>
<tr>
<td>$ 600,000</td>
<td></td>
</tr>
<tr>
<td>Capitalized Interest:</td>
<td></td>
</tr>
<tr>
<td>$ 2,000,000</td>
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</tr>
<tr>
<td>$ 1,500,000</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
<tr>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL:</strong> $58,305,000</td>
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</tr>
</tbody>
</table>

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

Project Developer/Construction Manager: To be determined

Project Architect: Cooper Carry

Additional Project Team Members:

— PART 3. REQUIRED EXHIBITS —

EXHIBIT A: PROJECT INFORMATION

- 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

- Financial statements of the company/organization for the last three completed fiscal years.
- Rental Housing Profile.
—— 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): ___________________________ Date: ________________
Applicant’s Signature: ___________________________ Date: ________________
Name & Title (PRINT): ___________________________ Date: ________________

If Applicant is a corporation or LLC, sign below:

Applicant’s Signature: ___________________________ Date: 06 14 19
Organization Name (PRINT): Ithaca Properties, LLC
Authorized Signature: ___________________________ Date: 06 14 19
Name & Title (PRINT): Jeffrey Rimland, Managing Member

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: nhohn@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)
### Ithaca Properties, LLC
#### Rothshilds Building Division
#### Results of Operations
#### Years Ending December 31, 2018, 2017, and 2016

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rents</td>
<td>$598,879</td>
<td>858,026</td>
<td>736,105</td>
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<tr>
<td>CAM recoveries</td>
<td>252,836</td>
<td>352,597</td>
<td>355,600</td>
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<tr>
<td>R/E tax recoveries</td>
<td>144,803</td>
<td>194,199</td>
<td>171,791</td>
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<tr>
<td><strong>Total Income</strong></td>
<td>$996,318</td>
<td>1,404,822</td>
<td>1,263,496</td>
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<tr>
<td><strong>Expenses</strong></td>
<td></td>
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<tr>
<td>Real estate taxes</td>
<td>206,013</td>
<td>201,477</td>
<td>180,099</td>
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<tr>
<td>Insurance</td>
<td>21,287</td>
<td>22,962</td>
<td>21,888</td>
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<tr>
<td>Custodial services</td>
<td>42,636</td>
<td>44,324</td>
<td>39,845</td>
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<tr>
<td>Legal and accounting</td>
<td>31,572</td>
<td>7,999</td>
<td>4,088</td>
</tr>
<tr>
<td>Office and miscellaneous</td>
<td>690</td>
<td>628</td>
<td>861</td>
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<tr>
<td>Repairs- General</td>
<td>7,998</td>
<td>10,539</td>
<td>9,322</td>
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<tr>
<td>HVAC</td>
<td>72,134</td>
<td>43,064</td>
<td>31,714</td>
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<tr>
<td>Plumbing</td>
<td>5,434</td>
<td>6,008</td>
<td>2,111</td>
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<tr>
<td>Electrical</td>
<td>1,536</td>
<td>1,187</td>
<td>1,993</td>
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<tr>
<td>Elevator maintenance</td>
<td>7,628</td>
<td>7,842</td>
<td>5,674</td>
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<td>Supplies</td>
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<td>Telephone</td>
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<td>1,645</td>
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<td>Trash removal</td>
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<td>11,425</td>
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<td>Gas</td>
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<td>35,911</td>
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<td>Water</td>
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<td>16,862</td>
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<tr>
<td><strong>Total Expenses</strong></td>
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<td>604,913</td>
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<td><strong>Operating income</strong></td>
<td>406,849</td>
<td>799,909</td>
<td>723,454</td>
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<td><strong>Other expenses</strong></td>
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<tr>
<td>Mortgage interest</td>
<td>162,595</td>
<td>160,768</td>
<td>164,536</td>
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<td>Depreciation and amortization</td>
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<td>127,899</td>
<td>126,818</td>
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<td>Management fee</td>
<td>39,835</td>
<td>56,180</td>
<td>50,540</td>
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<tr>
<td>New York State LLC fee</td>
<td>25</td>
<td>25</td>
<td>500</td>
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<tr>
<td><strong>Total Other Expenses</strong></td>
<td>328,063</td>
<td>344,872</td>
<td>342,394</td>
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<tr>
<td><strong>Pre tax income for year</strong></td>
<td>$78,786</td>
<td>455,037</td>
<td>381,060</td>
</tr>
</tbody>
</table>
Exhibit B- Financial Information
Jeffrey Rimland
Real Estate Developer

Jeffrey Rimland has developed and sold several successful regional retail companies over his 40 year career. Jeffrey’s real estate career began in 1983, when he formed a real estate partnership to develop, manage and construct office and multi-use buildings throughout Long Island and New York State. Over time as controlling partner, he has made many acquisitions to expand the real estate portfolio to include a variety of office building and retail buildings.

The Marriot Hotel in Ithaca New York: The Ithaca Marriot is a full service, 159 key hotel located in the heart of downtown Ithaca. The high profile project sits adjacent to Cornell University and Ithaca College and was designed as a gateway to the City. The hotel contains meeting space and a full service kitchen and restaurant.

Harvest Pointe: A luxury condominium community in the North Shore vineyard area of Long Island. The development broke ground in July of 2017. Harvest Pointe consists of 124 individual and attached homes, with amenities of club house, pool, tennis courts, and walking trails, set on 50 acres. Harvest Pointe can be viewed at harvest-pointe.com.

Ithaca Properties, LLC: 75,000 sq. ft. Multi-Purpose building at 215 East State Street. The entity is 100% owned by Mr. Rimland.

North Ocean Properties: Medical Office Park in Medford New York. 75,000 ft. of medical office space in 14 buildings. 100% ownership

Main Road Holdings, LLC: 35,000 sq. ft. retail entertainment space on six acres of developed land in Riverhead New York. 90% ownership

Rimlands Inc.: 12,000 sq. ft. retail building in Riverhead New York. 100% ownership
Community Benefit Impact

The project endeavors to be an asset to the community by improving the site to its highest and best use while improving the built environment and the community. While certain benefits are measurable in direct economic impact, others, such as the increased safety from having more eyes on the street and the improved quality of life for residents from a more diverse housing stock can only be measured in the happiness of local residents for years to come, most clearly evidenced through physical benefits to the area such as increased street-level activity along Green Street and the connection to The Commons.

Below are some of the direct economic benefits to the community:

- We estimate that the Project will create approximately 200 construction jobs for skilled workers and supervisors directly employed for the construction of the building and parking garage based on the following assumptions:
  - Direct construction costs of approximately $50,000,000
  - 150,000 man hours of labor
  - 24 month construction duration
  - Average of 60 – 75 workers onsite daily

- Local hiring and spending by workers during construction activities should add to the local economic activity
- The project will create 6 new, direct full-time equivalents to permanent jobs (FTE) to support the building
- During normal operations once occupancy is stabilized, the new residential building should generate approximately $275,000 in wages amongst full-time leasing/management staff, building engineers to maintain the facility, and part-time community assistants
- Once occupancy is stabilized, the Project will have 198 residential units. This should result in a significant number of graduate students and young professionals choosing to live, shop, dine and seek entertainment in downtown Ithaca. Keeping these residents in a walkable, highly connective property should concentrate their spending in the immediate vicinity, strengthening the neighborhood’s overall retail vitality.

Additionally, the Project acknowledges the importance of available parking to a healthy urban commercial district by bearing the cost to replace and enhance the existing deteriorating garage to benefit both the individual property and the broader neighborhood. The Project contemplates 200 total parking spaces that will serve the residents, adjacent hotel and nearby businesses.
Proposed Project

Ithaca Properties, LLC proposes to replace the existing deteriorating Green Street Garage incorporating it with the construction of a 150,000 square foot 198 unit market rate residential structure located at 120 East Green Street, Ithaca, New York.

The Project will enhance the eastern end of downtown’s vibrant Ithaca Commons district by adding residences geared toward graduate students and young professionals to compliment the nearby retail, office, hotel components. This project will become a timeless addition to the fabric of downtown Ithaca integrated into the built environment to provide new housing options for residents who value an urban lifestyle while enhancing the existing parking structure already serving the existing businesses.

The Project will create a living environment in Downtown Ithaca that is on a par with the best new housing developments serving young professionals and graduate students attending top tier universities such as Ithaca College and Cornell. Upon completion, the Project will realize the City of Ithaca and the Urban Renewal Agency’s shared vision for redeveloping the Green Street Garage and elevating the property to its highest and best use by increasing housing choices while enhancing the available parking.

The overall cost of the project includes hard and soft costs associated with the redevelopment of the adjoining Rothschild Building to seamlessly connect to the Commons and house many of the community amenities of the apartment complex. Planned amenities include:

- Rooftop Terrace
- Fitness Center with Wi-Fi
- Cardio Machines and Free Weights
- Meeting facility with Wi-Fi
- Business Center
Apartment Conceptual Plan

The Developer plans to construct nine floors of residential housing, each floor consisting of:
- 10 Studio apartments, each with 450 square foot of space
- 8 One bedroom apartments, each with 650 square foot of space
- 4 Two bedroom apartments, each with 850 square foot of space

The residences will each be equipped with stainless steel appliances, custom cabinetry with quartz counters and tile backsplash. Kitchens will be all electric and will contain a microwave oven, dishwasher, and garbage disposal. A stackable washer/dryer will be installed in each unit. Plank flooring and carpeting will be provided. Cable and Wi-Fi packages will be available to Tenants. Apartments will also have built-in USB ports. The architecture of the building is consistent with the scale, form and fenestration of the urban context.

One of the project goals is to replace the aging east section of the City parking deck. This will be rebuilt with the same number of levels while the center section will remain the same. The new parking structure will maintain the footprint of the existing garage. This new parking will continue to have direct access into the hotel from levels P2 & P3 as it does today. By utilizing and renovating the ground floor of the Rothschild building, the residential building section will have a direct pedestrian connection to the Commons.

Given the substantial costs required to repair and renovate the existing City parking structure that will be completed by the developer, the estimated cost of the project assumes no further land costs in consideration of the parking garage’s full restoration. The cost of all legal agreements with the City must all be taken into consideration as a substitute for land acquisition costs from a development perspective.
Project Modification:

Nels,

After reviewing Cooper Carry's 3D View of the new build exterior and how it relates to the existing Marriott, it became apparent that the new build would require a further setback. The revised proposed project will be modified to reflect a reduction of 16 apartments, and an additional setback of approx. 16 ft.
A new financials will be submitted to reflect the reduction of revenue, construction costs, and cash flow.

Best,

Jeffrey
URBAN RENEWAL PROJECT
PROJECT SPONSOR APPLICATION FORM

PROPERTY ADDRESS: Air Rights Over Eastern Section of Green Street Garage
120 E. Green St. (part of Tax Parcel #70.-4-5.2)

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): Ithaca Properties, LLC

Address 1: 1721-D North Ocean Avenue

Address 2: Medford, New York

City, State, & Zip Code: 11763

Telephone: (631) 207-5730

Cell Phone:

E-Mail:

Applicant is:
- [] Individual(s)
- [] Corporation
  Year:
  State:
- [] Partnership
  Year:
  State:
- [] Sole Proprietorship
  Year:
  State:
- [✓] Limited Liability Corporation
  Year: 1996
  State: New York
CONTACT PERSON (if different from Applicant):

Name(s): Jeffrey Rimland

Address 1: 1721-D North Ocean Avenue

Address 2: Medford, NY

City, State, & Zip Code: 11763

Telephone: (631) 207-5730

Cell Phone: (631) 327-3002

E-Mail: jhr@northop.com

NATURE OF BUSINESS/ORGANIZATION:

Real estate ownership, development and management

COMPANY/ORGANIZATION ATTORNEY:

Name(s): David Lazer, Esq

Firm Name: Lazer, Aptheker, Rosella & Yedid, P.C.

Address 1: Melville Law Center

Address 2: 225 Old Country Road

City, State, & Zip Code: Melville, NY 11747

Telephone: (631) 761-0800

Cell Phone: 

E-Mail: 

COMPANY/ORGANIZATION ACCOUNTANT:

Name(s): Robert J. Bogardt

Firm Name: Bogardt & Company, LLP, CPA's

Address 1: 140 Fell Ct. Ste 300

Address 2: Hauppauge, NY

City, State, & Zip Code: 11788

Telephone: (631) 348-0100

Cell Phone: 

E-Mail: 
COMPANY/Organization Officers:

Name: Jeffrey Rimland
Position: Managing Member

(attach additional list, as needed)

COMPANY/Organization Principals (Shareholders/Members):

Name: Rimland Family Holdings, LLC
% Interest: 100%

(attach additional list, as needed)

Due Diligence:

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 Applicant’s company 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>120 S Aurora St, Ithaca, NY 14850</td>
<td>Ithaca Properties, LLC</td>
</tr>
<tr>
<td>215 E State St, Ithaca, NY 14850</td>
<td>Ithaca Properties, LLC</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:

---

**PROJECT TEAM:**

Project Developer/Construction Manager: To be determined

Project Architect: Cooper Carry

Additional Project Team Members:

---

**PROJECT SUMMARY:**

Market-Rate Housing: 198 (Units)

Below-Market Housing: (Units)

Retail/Commercial: (Square Feet)
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- Street-Level Active Uses:

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<td>FFE &amp; Tenant Improvements: $</td>
<td>Lender #2: $</td>
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<tr>
<td>Soft Costs: $ 5,525,000</td>
<td>Other (list below): $</td>
</tr>
<tr>
<td>Professional Fees: $</td>
<td>$</td>
</tr>
<tr>
<td>Financing Costs: $ 600,000</td>
<td>$</td>
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<tr>
<td>Capitalized Interest: $ 2,000,000</td>
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</tr>
<tr>
<td>Developer Fee: $ 1,500,000</td>
<td>$</td>
</tr>
<tr>
<td>Other: $</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL: $ 58,305,000</td>
<td>TOTAL: $ 58,305,000</td>
</tr>
</tbody>
</table>
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Project Architect: Cooper Carry

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- Financial statements of the company/organization for the last three completed fiscal years.
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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): Ithaca Properties, LLC

Authorized Signature: _______________________________ Date: ______________

Name & Title (PRINT): Jeffrey Rimland, Managing Member

**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: nhohn@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)
Exhibit A – Project Information
Ithaca Properties, LLC
Rothshilds Building Division
Results of Operations
Years Ending December 31, 2018, 2017, and 2016

<table>
<thead>
<tr>
<th>Income</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rents</td>
<td>$ 598,879</td>
<td>858,026</td>
<td>736,105</td>
</tr>
<tr>
<td>CAM recoveries</td>
<td>252,836</td>
<td>352,597</td>
<td>355,600</td>
</tr>
<tr>
<td>R/E tax recoveries</td>
<td>144,803</td>
<td>194,199</td>
<td>171,791</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>$ 996,318</td>
<td>1,404,822</td>
<td>1,263,496</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th>2018</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real estate taxes</td>
<td>206,013</td>
<td>201,477</td>
<td>180,099</td>
</tr>
<tr>
<td>Insurance</td>
<td>21,287</td>
<td>22,962</td>
<td>21,868</td>
</tr>
<tr>
<td>Custodial services</td>
<td>42,636</td>
<td>44,324</td>
<td>39,845</td>
</tr>
<tr>
<td>Legal and accounting</td>
<td>31,572</td>
<td>7,999</td>
<td>4,088</td>
</tr>
<tr>
<td>Office and miscellaneous</td>
<td>690</td>
<td>628</td>
<td>861</td>
</tr>
<tr>
<td>Repairs - General</td>
<td>7,998</td>
<td>10,539</td>
<td>9,322</td>
</tr>
<tr>
<td>HVAC</td>
<td>72,134</td>
<td>43,064</td>
<td>31,714</td>
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<tr>
<td>Plumbing</td>
<td>5,434</td>
<td>6,008</td>
<td>2,111</td>
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<tr>
<td>Electrical</td>
<td>1,536</td>
<td>1,187</td>
<td>1,993</td>
</tr>
<tr>
<td>Elevator maintenance</td>
<td>7,628</td>
<td>7,842</td>
<td>5,674</td>
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<tr>
<td>Supplies</td>
<td>1,292</td>
<td>717</td>
<td>717</td>
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<tr>
<td>Security</td>
<td>11,634</td>
<td>9,608</td>
<td>9,403</td>
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<tr>
<td>Telephone</td>
<td>1,541</td>
<td>1,652</td>
<td>1,645</td>
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<tr>
<td>Trash removal</td>
<td>11,539</td>
<td>11,425</td>
<td>11,312</td>
</tr>
<tr>
<td>Utilities - Electric</td>
<td>124,064</td>
<td>182,281</td>
<td>156,333</td>
</tr>
<tr>
<td>Gas</td>
<td>25,812</td>
<td>35,911</td>
<td>46,195</td>
</tr>
<tr>
<td>Water</td>
<td>16,659</td>
<td>17,289</td>
<td>16,862</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>589,469</td>
<td>604,913</td>
<td>540,042</td>
</tr>
</tbody>
</table>

| Operating income                | 406,849  | 799,909  | 723,454  |

<table>
<thead>
<tr>
<th>Other expenses</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mortgage interest</td>
<td>162,595</td>
<td>160,768</td>
<td>164,536</td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>125,608</td>
<td>127,899</td>
<td>126,818</td>
</tr>
<tr>
<td>Management fee</td>
<td>39,835</td>
<td>56,180</td>
<td>50,540</td>
</tr>
<tr>
<td>New York State LLC fee</td>
<td>25</td>
<td>25</td>
<td>500</td>
</tr>
<tr>
<td><strong>Total Other Expenses</strong></td>
<td>328,063</td>
<td>344,872</td>
<td>342,394</td>
</tr>
</tbody>
</table>

| Pre tax income for year         | $ 78,786 | 455,037  | 381,060  |
Exhibit B- Financial Information
Jeffrey Rimland
Real Estate Developer

Jeffrey Rimland has developed and sold several successful regional retail companies over his 40 year career. Jeffrey's real estate career began in 1983, when he formed a real estate partnership to develop, manage and construct office and multi-use buildings throughout Long Island and New York State. Over time as controlling partner, he has made many acquisitions to expand the real estate portfolio to include a variety of office building and retail buildings.

**The Marriot Hotel in Ithaca New York:** The Ithaca Marriot is a full service, 159 key hotel located in the heart of downtown Ithaca. The high profile project sits adjacent to Cornell University and Ithaca College and was designed as a gateway to the City. The hotel contains meeting space and a full service kitchen and restaurant.

**Harvest Pointe:** A luxury condominium community in the North Shore vineyard area of Long Island. The development broke ground in July of 2017. Harvest Pointe consists of 124 individual and attached homes, with amenities of club house, pool, tennis courts, and walking trails, set on 50 acres. Harvest Pointe can be viewed at harvest-pointe.com.

**Ithaca Properties, LLC:** 75,000 sq. ft. Multi- Purpose building at 215 East State Street. The entity is 100% owned by Mr. Rimland.

**North Ocean Properties:** Medical Office Park in Medford New York. 75,000 ft. of medical office space in 14 buildings. 100% ownership

**Main Road Holdings, LLC:** 35,000 sq. ft. retail entertainment space on six acres of developed land in Riverhead New York. 90% ownership

**Rimlands Inc.:** 12,000 sq. ft. retail building in Riverhead New York. 100% ownership
Community Benefit Impact

The project endeavors to be an asset to the community by improving the site to its highest and best use while improving the built environment and the community. While certain benefits are measurable in direct economic impact, others, such as the increased safety from having more eyes on the street and the improved quality of life for residents from a more diverse housing stock can only be measured in the happiness of local residents for years to come, most clearly evidenced through physical benefits to the area such as increased street-level activity along Green Street and the connection to The Commons.

Below are some of the direct economic benefits to the community:

- We estimate that the Project will create approximately 200 construction jobs for skilled workers and supervisors directly employed for the construction of the building and parking garage based on the following assumptions:
  - Direct construction costs of approximately $50,000,000
  - 150,000 man hours of labor
  - 24 month construction duration
  - Average of 60 – 75 workers onsite daily

- Local hiring and spending by workers during construction activities should add to the local economic activity
- The project will create 6 new, direct full-time equivalents to permanent jobs (FTE) to support the building
- During normal operations once occupancy is stabilized, the new residential building should generate approximately $275,000 in wages amongst full-time leasing/management staff, building engineers to maintain the facility, and part-time community assistants
- Once occupancy is stabilized, the Project will have 198 residential units. This should result in a significant number of graduate students and young professionals choosing to live, shop, dine and seek entertainment in downtown Ithaca. Keeping these residents in a walkable, highly connective property should concentrate their spending in the immediate vicinity, strengthening the neighborhood’s overall retail vitality.

Additionally, the Project acknowledges the importance of available parking to a healthy urban commercial district by bearing the cost to replace and enhance the existing deteriorating garage to benefit both the individual property and the broader neighborhood. The Project contemplates 200 total parking spaces that will serve the residents, adjacent hotel and nearby businesses.
Proposed Project

Ithaca Properties, LLC proposes to replace the existing deteriorating Green Street Garage incorporating it with the construction of a 150,000 square foot 198 unit market rate residential structure located at 120 East Green Street, Ithaca, New York.

The Project will enhance the eastern end of downtown’s vibrant Ithaca Commons district by adding residences geared toward graduate students and young professionals to compliment the nearby retail, office, hotel components. This project will become a timeless addition to the fabric of downtown Ithaca integrated into the built environment to provide new housing options for residents who value an urban lifestyle while enhancing the existing parking structure already serving the existing businesses.

The Project will create a living environment in Downtown Ithaca that is on a par with the best new housing developments serving young professionals and graduate students attending top tier universities such as Ithaca College and Cornell. Upon completion, the Project will realize the City of Ithaca and the Urban Renewal Agency’s shared vision for redeveloping the Green Street Garage and elevating the property to its highest and best use by increasing housing choices while enhancing the available parking.

The overall cost of the project includes hard and soft costs associated with the redevelopment of the adjoining Rothschild Building to seamlessly connect to the Commons and house many of the community amenities of the apartment complex. Planned amenities include:

- Rooftop Terrace
- Fitness Center with Wi-Fi
- Cardio Machines and Free Weights
- Meeting facility with Wi-Fi
- Business Center
Apartment Conceptual Plan

The Developer plans to construct nine floors of residential housing, each floor consisting of:

- 10 Studio apartments, each with 450 square foot of space
- 8 One bedroom apartments, each with 650 square foot of space
- 4 Two bedroom apartments, each with 850 square foot of space

The residences will each be equipped with stainless steel appliances, custom cabinetry with quartz counters and tile backsplash. Kitchens will be all electric and will contain a microwave oven, dishwasher, and garbage disposal. A stackable washer/dryer will be installed in each unit. Plank flooring and carpeting will be provided. Cable and Wi-Fi packages will be available to Tenants. Apartments will also have built-in USB ports. The architecture of the building is consistent with the scale, form and fenestration of the urban context.

One of the project goals is to replace the aging east section of the City parking deck. This will be rebuilt with the same number of levels while the center section will remain the same. The new parking structure will maintain the footprint of the existing garage. This new parking will continue to have direct access into the hotel from levels P2 & P3 as it does today. By utilizing and renovating the ground floor of the Rothschild building, the residential building section will have a direct pedestrian connection to the Commons.

Given the substantial costs required to repair and renovate the existing City parking structure that will be completed by the developer, the estimated cost of the project assumes no further land costs in consideration of the parking garage’s full restoration. The cost of all legal agreements with the City must all be taken into consideration as a substitute for land acquisition costs from a development perspective.
Project Modification:

Nels,

After reviewing Cooper Carry's 3D View of the new build exterior and how it relates to the existing Marriot, is became apparent, that the new build would require a further set back. The revised proposed project will be modified, to reflect a reduction of 16 apartments, and an additional set back of approx. 16 ft. A new financials will be submitted to reflect the reduction of revenue, construction costs, and cash flow.

Best,

Jeffrey
PURCHASE AGREEMENT
EASTERN SECTION OF GREEN STREET GARAGE URBAN RENEWAL PROJECT SITE

AGREEMENT made this 11th day of April, 2020 by and between the City of Ithaca, a New York municipal corporation, having offices at 108 East Green Street, Ithaca, New York (hereinafter “City”), the Ithaca Urban Renewal Agency, a New York urban renewal agency created pursuant to general municipal law, with offices at 108 East Green Street, Ithaca, New York (hereinafter “IURA”), and Ithaca Properties, LLC, a New York limited liability company, having offices at 1721 N. Ocean Avenue, Medford, New York 11763 (hereinafter “Ithaca Properties”).

WHEREAS, the City owns real property consisting of a parking garage located at 120 East Green Street, Ithaca, New York known as the Green Street Parking Garage; and

WHEREAS, on October 4, 2017, the City authorized transfer of the Green Street Parking Garage to the IURA via an option agreement, for the purpose of structuring a proposed conveyance and development agreement with preferred developers to undertake an urban renewal project subject to approval by the Common Council for the City of Ithaca; and

WHEREAS, Ithaca Properties is the owner of a commercial building located at 215 East State Street, a portion of which extends immediately under and is thereby connected to the eastern portion of the Green Street Parking Garage; and

WHEREAS, on June 27, 2019, pursuant to section 507 of New York General Municipal Law, the Ithaca Urban Renewal Agency (hereinafter “IURA”) designated Ithaca Properties qualified eligible sponsor to acquire the eastern section of Green Street garage Site for the purposes of undertaking an urban renewal project; and
WHEREAS, on December 23, 2019, the IURA endorsed Ithaca Properties’ proposed urban renewal project which includes reconstruction of two public parking decks, street-level active uses and nine to ten upper levels of housing, a portion of which is to be constructed over the eastern section of the Premises; and

WHEREAS, the endorsed urban renewal project program includes below grade private parking, street-level active uses facing both The Commons and East Green Street, reconstruction of two decks of public parking, and 9-10 levels of rental housing of which at least 10% of the units shall be occupied and affordable to households earning up to 80% of Area Median Income; and

WHEREAS, the Ithaca Properties desires to purchase the eastern section of the Garage Site including the air rights attached to the property as more particularly described on Exhibit “A” (the “Premises”); and

WHEREAS, the City has conveyed a purchase option for the Premises to Hotel Ithaca, LLC (“Hotel Ithaca”) pursuant to option and purchase agreement executed on December 18, 2014 which may be exercised during a one-year period commencing on the date the City notifies Hotel Ithaca of its intention to sell the Premises and terminating one year thereafter; and

WHEREAS, Hotel Ithaca, by letter of intent dated December 19, 2019, has notified the City that it intends to relinquish its option to purchase the Premises under terms and conditions as set forth in the letter of intent and specifically, the conditions set forth in items 2, 3, 4 and 6 of the letter of intent which, subject to final negotiation and legislative approval, are generally acceptable to the City with the exception of condition 6(d);

WHEREAS, the City and IURA have agreed to sell the Premises to Ithaca Properties in the event the option conveyed to Hotel Ithaca is relinquished and contingencies contained in this
agreement are satisfied.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Ithaca Properties agree as follows:

1. **The Property:** The City agrees to sell to Ithaca Properties and Ithaca Properties agrees purchase from the City in accordance with the terms and conditions of this agreement all of the following (collectively referred to as the “Premises”):
   
   (a) The real property, including all right, title and interest thereon, located in the County of Tompkins, State of New York described on *Exhibit “A”* annexed hereto.
   
   (b) Those rights, privileges, easements and rights of way listed in Exhibit B.
   
   (c) All improvements and fixtures located on the Premises.
   
   (d) All right, obligation, title and interest of the City in and to a parking agreement between the City and Hotel Ithaca dated October 24, 2014, and defense and indemnification of the City as to any claims asserted against the City in connection with said agreement.

2. **Purchase Price and Deposit:** The total purchase price for the Premises is three hundred fifty thousand dollars ($350,000) (the “Purchase Price”). The Purchase Price will be paid by Ithaca Properties to the City upon the delivery of a deed and other documents in accordance with the terms set forth in this agreement (the “Closing”).

3. **Contingencies for Sale and Purchase:**

Closing of this sale is contingent on approval of the Common Council for the City of Ithaca of an IURA-proposed disposition of The Premises to Ithaca Properties to implement an
IURA-endorsed urban renewal project in compliance with all applicable laws. Ithaca Properties acknowledges that such approval cannot occur prior to completion of environmental review for the proposed project and completion of disposition procedures pursuant to section 507 of General Municipal Law.

Closing of this sale is contingent on execution of an urban renewal development agreement with the IURA that will identify responsibilities of Ithaca Properties and the IURA to implement the urban renewal project at The Premises following conveyance of The Premises.

Closing of this sale is contingent on the receipt by Ithaca Properties or its assignee of Common Council approval for the urban renewal project to be constructed on this site.

Closing is contingent on release of a leasehold mortgage on The Premises held by M&T Bank. IURA and City commit to work in good faith to resolve this encumbrance. The City shall, upon execution of this agreement, promptly seek an agreement from M&T Bank to a release of its leasehold mortgage on the Premises.

Closing is contingent on subdivision or lot line adjustment approval necessary for the IURA to convey The Premises to Ithaca Properties.

4. **Option:** Closing is contingent upon Hotel Ithaca’s relinquishment of its option to purchase the Premises.

5. **Payment to City:** In the event Hotel Ithaca exercises or fails to relinquish its option to purchase the Premises, Ithaca Properties shall pay the City $350,000 upon the Closing of the sale and delivery of title to the Premises to Hotel Ithaca or its assignee. Payment to the City is in consideration of the City’s agreement with Ithaca Properties as contained herein.

6. **Reconstruction of Garage:** As part of the construction by Ithaca Properties of the proposed urban renewal project, Ithaca Properties shall reconstruct the Premises (eastern
portion of the Green Street Parking Garage to contain approximately 130 parking spaces) in accordance with the IURA urban renewal development agreement.

7. **Lease of Parking Garage:** The City shall enter into a mutually agreed upon 30-year lease of the parking garage from Ithaca Properties at a rental to be determined by amortizing all documented, commercially reasonable and verified costs incurred after the completion of demolition associated with the reconstruction of the parking garage over the 30-year term of the lease, excepting mobilization, demolition and clearance of the existing public parking decks, which costs are already factored into the purchase price. The lease term shall commence upon completing construction of the parking garage as indicated by issuance of a certificate of completion or alternative documentation authorizing public utilization of the parking garage. Ithaca Properties shall, not less than 30 days prior to scheduled lease execution, render a detailed itemized statement, certified, notarized and sworn under penalty of perjury, to the City showing the cost, as above defined, for the reconstruction of the garage. The lease shall provide the City with at least two successive options to renew the term of the lease, each for a renewal period of ten years at a rent formula to be included in the urban renewal development agreement that recognizes the initial capital costs have been fully amortized at the completion of the initial 30-year term.

8. **Closing Date:** Closing of the sale of the Premises to Ithaca Properties ("Closing Date") shall be on or about a date which is 30 days from the date when all Contingencies for sale and purchase contained above and in the IURA urban renewal development agreement have been satisfied. The following shall be delivered by the City on the Closing Date:

(a) **Deed.** Conveyance shall be by warranty deed with lien covenant conveying good and marketable title in fee simple to the Premises, and such
deed shall include an easement and right-of-way for access by pedestrians and vehicles over the central section of the parking garage, situate and adjoining the Premises to the west (the "Central Section of the Garage"). The right-of-way access shall be provided for the entire term (30 years) of the parking agreement between the City and Hotel Ithaca LLC at the Property and shall continue thereafter and unless the Central Section of the Garage is no longer utilized as a parking garage. The above notwithstanding, if at any time after the expiration of the City's lease with Hotel Ithaca the City ceases to operate the Central Section of the Garage, the City will make a good-faith effort to provide access to the Premises through the same area of the Central Section of the Garage provided that Ithaca Properties pays all costs associated with providing such access. Notwithstanding the foregoing, if at any time it is infeasible or substantially detrimental to the City, the City is under no obligation to develop a plan or design for the Central Section of the Garage to accommodate Ithaca Properties' access to the Premises provided the Central Section of the Garage is no longer utilized as a parking garage.

(b) The conveyance shall reserve for the City’s benefit such easements and rights-of-way over the Premises, as detailed in Exhibit C, including for the purposes of maintaining public access and use of the stairway at the northeast section of the Green Garage located on the Tax Map Parcel No. 70.-4-4.2, and shall reserve any rights-of-way, easements or access rights required for City utilities;

(c) Diligence Materials: Ithaca Properties shall be responsible, at its sole
expense, for obtaining an updated abstract and any materials required by Ithaca Properties to review the condition of title, including outstanding liens, judgments and encumbrances, and to confirm the payment of all taxes, assessments and other charges related to the Premises. Further, if Ithaca Properties elects to obtain a survey of the Premises, Ithaca Properties shall be responsible for the costs associated therewith provided, however, that Ithaca Properties' surveyor shall be granted reasonable access to the Premises to complete such survey;

(d) Tax Forms: Ithaca Properties shall prepare and deliver for the IURA's review all tax forms required for recordation of a deed in the Tompkin’s County Clerk’s Office, including the TP-584 and RP-5217;

(e) Subdivision/Land Division Approval: If the Premises constitutes only a portion of a pre-existing parent parcel or is a lot in a subdivision or part of any other land division, the IURA shall deliver all necessary documentation to establish that the division has been approved in accordance with local and state law. Furthermore, if the Premises constitute only a portion of a pre-existing tax parcel, the IURA shall obtain a certificate of apportionment from the Assessor's Office establishing the percentage of such tax parcel’s assessed value to be attributed to the Premises;

9. Closing Adjustments: Taxes, assessments, water and sewer charges shall be adjusted to the Closing date. The City shall not be responsible for any taxes or charges that the City would not have incurred, paid or otherwise been responsible absent Closing under this
agreement.

10. **Condition of Premises at Closing:** The City and IURA shall not transfer or encumber the Premises or any interest in the Premises, other than referenced in this agreement, in any manner that might diminish its value.

    Condition of the Premises shall be “As Is” at Closing with no assurances made by City.

    Ithaca Properties shall have a right to inspect the Premises within 24 hours prior to Closing for the purpose of confirming the condition of the improvements and the City’s maintenance of the Premises.

11. **Closing Expenses:** Ithaca Properties shall pay for title searches and insurance, recording of the deed and other related documents, and shall also pay the required transfer tax, if any, to be attached to the deed.

12. **Risk of Loss:** Risk of loss or damage to the Premises by fire or other causes or casualties until the Closing Date is assumed by the owner in fee of the Premises at the time of the loss or damage.

13. **Rejection of Title:** Ithaca Properties will accept title that any reputable title insurance company retained by Ithaca Properties and licensed to do business in the State of New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for this contract. The above notwithstanding, in the event that Ithaca Properties shall raise any objection to the City’s title, which if valid, would render the title unmarketable for the present or intended use as herein expressed, the City and IURA shall exercise all commercially reasonable efforts to cure said title objection as soon as reasonably practicable. The City and IURA further
agrees not to take any actions or permit any actions to be taken that would cause any such code violations.

14. **Representation and Warranties:** The City and IURA have the full power and authority to execute this agreement and all agreements and documents referred to herein and to fully perform as required by this agreement.

15. **Disclosures:** The City and IURA shall disclose to Ithaca Properties any information reasonably known to or reasonably producible by the City or IURA as of execution of this agreement about any of the following matters relating to the Premises and/or any improvements located thereon:

   (a) any violation of any administrative enactments including but not limited to building codes and zoning ordinance;

   (b) any pending or threatened litigation concerning the Premises;

   (c) any written or oral lease, option or agreement of sale, claim or legal proceeding relating to the Premises.

16. **Term of Agreement:** This agreement shall go into effect upon execution hereof. The City shall notify Hotel Ithaca of its intention to sell the Premises within forty-five days from the execution of this agreement. In the event Hotel Ithaca exercises its option then this agreement shall continue in full force and effect until the Closing of the Premises to Hotel Ithaca. If Hotel Ithaca fails to exercise the option on or before the option expiration date, Closing with Ithaca Properties shall take place as set forth herein. Notwithstanding any other provision of this agreement, this agreement shall, at the City’s option, become null and void on or after January 31, 2022 in the event that Ithaca Properties has not closed by that time.

In the event Hotel Ithaca refuses to relinquish its option and notifies the City of its intention to
exercise the option then this agreement shall continue.

17. **Termination of Litigation:** Within five business days of execution of this agreement, Ithaca Properties shall discontinue with prejudice all pending litigation with the City regarding the Premises, including the currently pending appeal at the Appellate Division, Third Department, docket number 528771. Ithaca Properties further represents that it is aware of no other causes of action that it possesses against the City at this time.

18. **Superseding Agreement:** This agreement supersedes any and all agreements and representations that may have been previously made between the parties and states the full agreement of the parties.

19. **Binding Effect and Modification:** This agreement shall bind the parties hereto and their successors and/or assigns and may not be modified except in writing signed by the parties hereto. The terms of this agreement and all written modifications hereto shall survive the Closing.

20. **Remedies:** In addition to any other remedy specifically set forth in this agreement, Ithaca Properties has the right to enforce the provisions of this agreement through an action for specific performance or injunctive relief. The election of any one remedy available under this agreement shall not constitute a waiver of other available remedies.

21. **Counterparts:** This agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

22. **No Waiver:** No provision of this agreement shall be deemed amended or waived unless such amendment or waiver is set forth in writing signed by both parties to this agreement. No act or failure to act by either party shall be deemed a waiver of its rights hereunder and no waiver in any one circumstance or of any one provision shall be deemed a
waiver in other circumstances or of other provisions.

23. **Holidays:** If any date set forth in this agreement or computed pursuant to this agreement falls on a Saturday, Sunday or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

24. **Headings:** The headings of the paragraphs of this agreement have been inserted only for the purposes of convenience and are not part of this agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this agreement.

25. **Governing Law:** This agreement shall be governed by the laws of the State of New York applicable to contracts made and to be performed entirely within the State of New York. Venue for any disputes shall be exclusively with the courts of Tompkins County, New York State.

26. **Assignment:** Ithaca Properties may assign this agreement without IURA approval only to an entity of which at least 50% ownership interest is held by Ithaca Properties and/or its principals, shareholders or members, and such assignee shall have executed a development agreement with the IURA to undertake the endorsed urban renewal project at The Premises, or accepted assignment of such an IURA development agreement from Ithaca Properties. Such authorized assignment is further conditioned upon submission to the IURA and City of the following information:

(a) The name and address of the assignee, its certificate of incorporation and by
    by-laws if a corporation, or its articles of organization and operating
    agreement if a limited liability company; and

(b) Identification in writing of the manager(s), member(s) and all persons or
entities with a 15% or more ownership interest in the assignee.

Any other assignment of this agreement shall require prior written authorization of the IURA at its sole discretion.

**IN WITNESS WHEREOF**, the parties hereto have set their hand and seal the day and year first above written.

CITY OF ITHACA

By: 

ITHACA URBAN RENEWAL AGENCY

By: 

ITHACA PROPERTIES, LLC

By: Jeffrey Rimland, Managing Member

STATE OF NEW YORK )
ss:
COUNTY OF TOMPKINS )

On the _______ day of ____________ , 2020 before me, the undersigned, personally appeared _____________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) or the person upon behalf of which the individual(s) acted, executed the
instrument.
On the 13th day of April, 2020 before me, the undersigned, personally appeared JEFFREY RIMLAND, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]

NOTARY PUBLIC

Jane M. McLaughlin
Notary Public, State of New York
No. 02MC4964410
Qualified in Suffolk County
Commission Expire April 2, 2022
entities with a 15% or more ownership interest in the assignee.

Any other assignment of this agreement shall require prior written authorization of the IURA at its sole discretion.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

CITY OF ITHACA
By: [Signature]

ITHACA URBAN RENEWAL AGENCY
By: [Signature]

ITHACA PROPERTIES, LLC
By: [Signature]
Jeffrey Rimland, Managing Member

STATE OF NEW YORK )
COUNTY OF TOMPKINS )

On the 9th day of May, 2020 before me, the undersigned, personally appeared [Name], personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

-12-

Krin Barry, No. 018A 6068225
Tompkins County
Exp. 4/13/2023
Exhibit A Parcel Description

The following description shall be finalized prior to transfer by reference to the metes and bounds of the final ALTA survey to be prepared by Ithaca Properties, and shall be subject to modifications as required to convey marketable and insurable property for Ithaca Properties’ use and purposes as set forth in the Agreement.

ALL THAT TRACT OR PARCEL OF LAND consisting of air space above the elevation of 47.88 feet located in the City of Ithaca, Tompkins County, State of New York, bounded and described as follows:

BEGINNING at a calculated point that is 72.5 feet at a bearing of N 89° 45’ 15” E from the intersection of the center line of South Tioga Street with the north line of East Green Street, which line is also the south line of Block 201;

THENCE running S 87° 30’ 09” E along the south line of block 201 and the easterly prolongation thereof, a distance of 204.65 feet to a calculated point in the premises conveyed to Hotel Ithaca, LLC;

THENCE running N 02° 28’ 17” E along the parcel boundary of the premises conveyed to Hotel Ithaca, LLC a distance of 118.49 feet to a calculated point;

THENCE running S 87° 30’ 09” W along a line parallel with the south line of block 201 a distance of 204.65 feet to a calculated point;

THENCE running S 02° 28’ 17” E parallel to the Hotel Ithaca, LLC parcel boundary for a distance of 119.20 feet to the point and place of beginning, containing an area of 0.557 acres of land.

SUBJECT TO and TOGETHER WITH all utility easements of record as the same may affect the above-described premises.

The premises conveyed are more particularly shown as Parcel A on a survey map entitled, “BOUNDARY AND TOPOGRAPHIC SURVEY OF PROPERTY DESIGNATED AS TMP No. 70-4-5.2 & TMP No. 70-4-4.2” prepared by John E. Quinn, L.S. No. 050269 on November 15, 2019 and being a portion of Tax Map Parcel # 70-4-4.2.
Exhibit B – Existing Easements and ROW

The parcel described in Exhibit A (“Parcel”) is subject to the following known and recorded encumbrances and easements, and others as may be shown in the final title search or ALTA survey prepared by Ithaca Properties:

- Deeded rights to the air space extending 12 feet west of the eastern boundary of the Parcel, as more fully described in the Boundary Line Agreement, recorded with the Tompkins County Clerk on December 13, 2011 as Instrument Number 584785-001 and further clarified in the quit claim deed recorded with the Tompkins County Clerk on November 3, 2014 as Instrument Number 2014-13351.

- Generator easement between Ithaca Properties, LLC & Hotel Ithaca LLC as more fully described in the Generator Easement Agreement recorded with the Tompkins County Clerk on January 13, 2015 as Instrument Number 2015-00425.

- Footer easement as more fully described in the 1974 lease between New York State Department of Transportation and the New York State Urban Development Corporation recorded with the Tompkins County Clerk on April 22, 1974 in Book 519, Page 42.
Exhibit C – reserved easements for the City

The City reserves the following easements or encumbrances - not yet recorded - on the Parcel, but which the parties intend to include in the final Parcel description.

A) Rights of Way or Easements for public use

- Routes of public access through the Parcel from both parking decks of the adjacent central portion of the Green Street Garage to the northeast corner of the Parcel, including right of way over the staircase currently leading to The Commons or any later means of access from the Parcel to The Commons.
- Mutual easement or rights of way for vehicular traffic between the Parcel and adjacent central and western portions of the Green Street Garage.
- Access to the elevators located on the parcel now owned by Hotel Ithaca, LLC, which currently open into the Parcel or the eastern section of the Green Street Garage.

B) Easements for the continuing functions of the central portion of Green Street Garage

- Provisions for storm water drainage from the central portion of Green Street Garage as needed, which may include but not be limited to the drainage lines designated as 12” CP depicted on the preliminary boundary survey and encroaching onto the Parcel.
- Utility access for maintenance, inspection, and repair as necessary to preserve the function of the central and western sections of the parking structure.
- Access to the central portion of the Green Street Garage footers or other structures necessary to the central portion foundation, for the purposes of maintenance, inspection, and repair.
March 27, 2020

Lisa Nicholas
Deputy Director of Planning
Division of Planning & Economic Development
108 E. Green Street, 3rd Floor
Ithaca NY 14850

RE: Site Plan Review Application
215 E. State Street – Rothschild Mixed Use Development Project

Dear Ms. Nicholas:

CHA, on behalf of the applicant, is pleased to submit the attached Site Plan Review Application Form for the above referenced project.

The enclosed information is a supplement to the previously submitted SPR Application, which includes a revised scope of work for the proposed building construction.

Project Narrative

Ithaca Properties, LLC is proposing a residential development in the City of Ithaca on the site bounded by East Green Street, the Marriott Hotel, The Rothschild Building and the center section of the City Owned Parking Deck.

Currently, the site is an existing parking deck that has reached the end of its useful life and needs to be replaced. It is anticipated that the center and west sections of the parking deck will be incorporated into a new project by a separate developer.

This project will demolish and rebuild the three (3) levels of parking in the eastern section of the deck. Vehicular connections will remain between the existing center section on levels 2 & 3. The upper two (2) levels of parking will provide continued public use. There will be a new curb cut on East Green Street that serves a new street level of parking for the proposed residential component of the project. The three (3) levels of parking will provide 161 parking spaces. The Green Street façade will be remain active with a Residential Lobby access to the proposed building and pedestrian connection through the building to the Commons.

Ten (10) levels of residential units, each about 16,300 sf, will rise above the parking levels. There is a desire to create a roof top overlook above the top level of residential to offer views of the lake to the north. The egress stairs and elevators will extend to this level and an enclosed lobby will provide access. In total, the project will be thirteen (13) stories above grade plus the roof top terrace. Total Gross area is approximately 254,000 sf.

This project will also strive to meet the criteria of Ithaca energy code, that is supplemental to the International Energy Code requirements, by implementing a higher level mechanical and electrical design, efficient building plan layout, and energy saving appliances, etc.

The project will feature 200 apartment units, including in studio, 1- & 2-bedroom configurations. Portions of the existing two-story Rothschild Building will be renovated to house Amenity spaces alongside the existing tenants that will remain within the building. It will also feature an interior, conditioned pedestrian connection from the new building lobby at Green Street to the Commons, which will serve as the building’s front door.
Zoning Analysis

The surrounding area, as shown in the zoning map excerpt below, is contained within the City’s Central Business District (140) or CBD-140 zoning district with the Street Level Active Use Overlay (SLAUOZ). The project is consistent with recent development efforts within this corridor.

The proposed project has complex components regarding the existing site topography and various floor height elevations intended to connect the active connections between The Commons and East Green Street. This includes various levels of parking to service the downtown public areas. As such, the project will request a variance for the total number of stories to be 13 floors, inclusive of these park deck floor levels, compared to the maximum allowable of 12 stories, along with a proposed building height of 140’.

Additionally, the project is unique in that there are two (2) existing street frontages. The CBD-140 district requires a minimum 10’ rear yard setback. However, on this “through lot” configuration, The Commons is defined as the front lot area, while East Green Street is the rear lot area. In an effort to provide consistent street line setback with respect to adjacent buildings fronting on East Green Street, the project will request a variance for the “rear” yard to be reduced to zero feet.

The required Site Plan Review documents have been prepared for the Planning & Development Board review necessary for this project, including the following enclosed information:

- Site Plan Review Application Form
- Environmental Assessment Form (FEAF)
- Architectural Floor Plans & Elevations
- Site Plan Drawings
- Property Survey
- Context Map
- Application Fee
If you should require any additional information or have any questions, please do not hesitate to contact our office at 315-257-7220 or jtracer@chacompanies.com.

Very truly yours,

[Signature]

James F. Trasher, P.E.
Vice President

Enclosures
Cc:
V:\Projects\ANY\K5\059216.000\Corres\Applications\5 - SPR Application-3-27-20\0 - Cover Letter Narrative-3-27-20.doc
# SITE PLAN REVIEW (SPR) APPLICATION

**APPLICATION:**  
Name: Ithaca Properties, LLC  
Title/Role: Mr. Jeff Rimland

Address 1: 1721-D North Ocean Ave

Address 2:  
City, State, & Zip Code: Medford NY 11763

Telephone: 631-207-5730 ex 202  
Cell Phone: 631-327-3002  
E-Mail: jrimland@northop.com

**CONSULTANT:**  
Name: CHA Consulting, Inc  
Title/Role: engineer

Address 1: 300 S. State Street, Suite 600

Address 2:  
City, State, & Zip Code: Syracuse, NY 13202

Telephone: 315-471-3920  
Cell Phone: 315-382-1508  
E-Mail: JTrasher@chacompanies.com

**PROJECT SPONSOR:**  
Name:  
Title/Role:

Address 1:  
Address 2:  
City, State, & Zip Code:  
Telephone:  
Cell Phone:  
E-Mail: 

--- PROJECT DESCRIPTION ---

**Project Title:** Rothschild Mixed-Use Development  
**Project Address:** 215 E. State Street, Ithaca NY 14850

**Project Type** (check one):  
☐ Residential  
☐ Commercial  
☐ Industrial  
☐ Institutional  
☐ Mixed-Use

**Scope of Work** (check all that apply & indicate approximate operation/construction cost):

- Vegetation Removal  
- Façade Change  
- New Structure  
- Tree Removal  
- Addition to Building/Structure  
- New Paving  
- Earthwork  
- New Parking  
- New Plantings  
- Structure Expansion  
- Accessory Structure  
- Landscaping

Total Construction Cost: $24,500,000+/-(best estimate)  
Anticipated Construction Period: Sept. 2020 to Aug 2022 (best estimate)

--- OWNER INFORMATION ---

1. If the development site is leased property, list the property owner’s name and address below:

   Name:  
   Address 1:  
   Address 2:  
   City, State, & Zip Code:  
   Telephone:  
   Cell Phone:  
   E-Mail:  
   Length of Lease:  

   ☐ Note: If property is not owned by Project Sponsor, OWNER’S AUTHORIZATION FORM required.
2. Please record the application date and approval status of any required federal, state, and/or local permits or approvals for this project:

<table>
<thead>
<tr>
<th>Type</th>
<th>Approval Agency</th>
<th>Application Date</th>
<th>Approval Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>Building Division</td>
<td>5/2020</td>
<td></td>
</tr>
<tr>
<td>Building</td>
<td>Building Division</td>
<td>7/2020</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ithaca Landmarks Preservation Commission (ILPC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Board of Zoning Appeals (BZA)</td>
<td>5/2020</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Board of Public Works (BPW)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Identify any existing restriction(s) relevant to development of this property:

- [ ] Deed Restriction(s)
- [ ] Lien(s)
- [ ] Easement(s)
- [ ] License Agreement(s)
- [ ] Other: ________________

--- APPLICATION FEE ---

Application fee is based on total construction, site work, and landscaping costs, charged in accordance with the following schedule. The fee is payable by check to the "City of Ithaca," upon submission of this application.

<table>
<thead>
<tr>
<th>Type of Approval</th>
<th>Project Cost</th>
<th>Application Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Plan Review</td>
<td>less than $10,000</td>
<td>$75</td>
</tr>
<tr>
<td></td>
<td>$10,000 to $49,999</td>
<td>$150</td>
</tr>
<tr>
<td></td>
<td>$50,000 to $100,000</td>
<td>$300</td>
</tr>
<tr>
<td></td>
<td>over $100,000</td>
<td>$1.50 per $1,000</td>
</tr>
<tr>
<td>Modified Site Plan Review</td>
<td>less than $50,000</td>
<td>$150</td>
</tr>
<tr>
<td></td>
<td>$50,000 or more</td>
<td>$250</td>
</tr>
</tbody>
</table>

* Modified Site Plan Review fee only applies to modifications to approved site plans that do not trigger reconsideration of Determination of Environmental Significance. Modifications that require additional environmental review should follow fee schedule for full Site Plan Review. This determination will be made at time of application.

--- QUICK APPLICATION CHECKLIST ---

<table>
<thead>
<tr>
<th>Item</th>
<th>No. of Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Form (completely filled out and signed)</td>
<td>14</td>
</tr>
<tr>
<td>Short Environmental Assessment Form (SEAF) (completely filled out and signed)</td>
<td>14</td>
</tr>
<tr>
<td>Full Environmental Assessment Form (FEAF) — Part 1 [if required] (completely filled out and signed)</td>
<td>14</td>
</tr>
<tr>
<td>Full-Size Drawings: (1) scalable site survey with building footprint(s); and (2) height elevations</td>
<td>2</td>
</tr>
<tr>
<td>Reduced Drawings (11&quot;x17&quot;) [see “Site Plan Review Application Checklist”]</td>
<td>14</td>
</tr>
<tr>
<td>Site Plan Review Application Fee</td>
<td></td>
</tr>
</tbody>
</table>

**ELECTRONIC SUBMISSIONS:** You must provide electronic versions of all submitted documents.

**LARGE FILES:** Incoming e-mails to the City must be under 10 MB in size (incl. message envelope), so please either provide a flash/thumb drive, or use a free file-sharing web site, like: [www.hightail.com](http://www.hightail.com), [www.dropbox.com](http://www.dropbox.com), [www.google.com/drive](http://www.google.com/drive), etc. You can also split documents into smaller parts and send multiple e-mails/files to: nicholas@cityofithaca.org or aharris@cityofithaca.org.

**Applicant’s Signature:** [Signature]  **Engineer of Owner**  **Date:** 3-27-2020

*By signing this application form, the applicant acknowledges City staff may visit the site in order to fully understand the proposed development.*
OWNER'S AUTHORIZATION FORM

TO PLANNING & DEVELOPMENT BOARD, Ithaca, New York:

I (We) ______________________________ of ________________________________

(Name of Property Owner) (Street Address)

Medford, NY, 11763

(Municipality) (State/Zip)

Owner of the property at ______________________________________________________

(Street & Number)

☐ I am the sole owner of the above-mentioned property.

☐ This property is also owned by ________________________________ and I have a Power of Attorney to authorize this application (attach POA).

I hereby authorize CHA Consulting, Inc to submit a Site Plan Review/Subdivision application on my (our) behalf. I (we) understand the application will be heard at the _______ meeting of the Planning & Development Board.

(Date)

STATE OF NEW YORK)
COUNTY OF TOMPKINS)

Sworn to on this ________ day of __________________

(Signature)

KATHLEEN ROHDE
Notary Public - State of New York
NO. 01R0819826
Qualified in Suffolk County
My Commission Expires Dec 29, 2020

Special Note:

(1) Owners authorizing another to present an application on their behalf should be aware the Planning Board may, in granting the application, add reasonable conditions — which then become binding on the property.

(2) The owner may be the only person with detailed information about the property that is essential to the application. In such a case, authorizing another person to submit a Site Plan Review or Subdivision application may be detrimental to the application, unless the owner is either present at the hearing or sends another person fully prepared to answer questions about the property and the feasibility of using it consistent with the Site Plan Review Ordinance or Subdivision Ordinance.
Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

<table>
<thead>
<tr>
<th>Name of Action or Project:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rothschild Mixed-Use Development</td>
<td>E-Mail:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Location (describe, and attach a general location map):</td>
<td>State:</td>
</tr>
<tr>
<td>215 E. State Street Ithaca, NY 14850</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Brief Description of Proposed Action (include purpose or need):</td>
<td>NY</td>
</tr>
<tr>
<td>Demolition and reconstruction of 3 levels of parking in the eastern section of the E. Green Street parking garage that will have connections on levels 2 and 3 of the existing parking garage to be replaced by a separate project. Proposed ten (10) stories of residential units above the parking structure will contain 200 units consisting of studio, 1-bed, and 2-bed unit configurations. There is a new curb cut proposed along Green Street to serve a new street level of parking. The existing two (2) story Rothschild Building will include a partial renovation to support new amenities and retail space, along with the existing tenant spaces which will remain in the building.</td>
<td>11763</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Applicant/Sponsor:</th>
<th>Address: 1721-D North Ocean Ave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ithaca Properties, LLC</td>
<td>City/PO: Medford</td>
</tr>
<tr>
<td>Telephone:</td>
<td>State: NY</td>
</tr>
<tr>
<td>E-Mail:</td>
<td>Zip Code: 11763</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Contact (if not same as sponsor; give name and title/role):</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHA Consulting (c/o James Trasher P.E.)</td>
<td>315-257-7220</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:JTrasher@chacompanies.com">JTrasher@chacompanies.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address: 300 South State Street Suite 600</th>
<th>City/PO: Syracuse</th>
</tr>
</thead>
<tbody>
<tr>
<td>State: NY</td>
<td>Zip Code: 13202</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Owner (if not same as sponsor):</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ithaca Properties, LLC</td>
<td>State: NY</td>
</tr>
<tr>
<td>Address: 1721-D North Ocean Ave</td>
<td>Zip Code: 11763</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City/PO: Medford</th>
<th>State: NY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zip Code: 11763</td>
<td></td>
</tr>
</tbody>
</table>
### B. Government Approvals

**B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

<table>
<thead>
<tr>
<th>Government Entity</th>
<th>If Yes: Identify Agency and Approval(s) Required</th>
<th>Application Date (Actual or projected)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. City Counsel, Town Board, or Village Board of Trustees</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>b. City, Town or Village Planning Board or Commission</td>
<td>☑ Yes ☐ No</td>
<td>Planning board site plan approval 3-20-2020</td>
</tr>
<tr>
<td>c. City, Town or Village Zoning Board of Appeals</td>
<td>☑ Yes ☐ No</td>
<td>Height Variance &amp; Rear Yard Setback Variance 3-20-2020</td>
</tr>
<tr>
<td>d. Other local agencies</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>e. County agencies</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>f. Regional agencies</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>g. State agencies</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>h. Federal agencies</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>i. Coastal Resources.</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
<tr>
<td>iii. Is the project site within a Coastal Erosion Hazard Area?</td>
<td>☐ Yes ☑ No</td>
<td></td>
</tr>
</tbody>
</table>

### C. Planning and Zoning

**C.1. Planning and zoning actions.**

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

**C.2. Adopted land use plans.**

a. Do any municipally-adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)

If Yes, identify the plan(s):

- **Ithaca Bicycle Plan March 1997**

  

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?

If Yes, identify the plan(s):
C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. □ Yes □ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

CBD-140 (Central Business District 140' Building Height restriction), SLAUOZ overlay district (Street Level Active Use Overlay Zone)

b. Is the use permitted or allowed by a special or conditional use permit? □ Yes □ No

c. Is a zoning change requested as part of the proposed action? □ Yes □ No
 If Yes,
i. What is the proposed new zoning for the site?

C.4. Existing community services.

a. In what school district is the project site located? Ithaca City School District

b. What police or other public protection forces serve the project site? Ithaca Police Department

c. Which fire protection and emergency medical services serve the project site? Ithaca fire department

d. What parks serve the project site? Ithaca Parks & Forestry Division

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Mixed-Use including residential, retail, and office space

b. a. Total acreage of the site of the proposed action? 1.24 acres

b. Total acreage to be physically disturbed? 0.70 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.24 acres

c. Is the proposed action an expansion of an existing project or use? □ Yes □ No
 If Yes, i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % Units:

d. Is the proposed action a subdivision, or does it include a subdivision? □ Yes □ No
 If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? □ Yes □ No

iii. Number of lots proposed? _________

iv. Minimum and maximum proposed lot sizes? Minimum _________ Maximum _________

e. Will the proposed action be constructed in multiple phases? □ Yes □ No
 If No, anticipated period of construction: 24 months

ii. If Yes:
• Total number of phases anticipated
• Anticipated commencement date of phase 1 (including demolition) month year
• Anticipated completion date of final phase month year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

Page 3 of 13
Does the project include new residential uses?  
If Yes, show numbers of units proposed.

<table>
<thead>
<tr>
<th></th>
<th>One Family</th>
<th>Two Family</th>
<th>Three Family</th>
<th>Multiple Family (four or more)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Phase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At completion of all phases</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does the proposed action include new non-residential construction (including expansions)?

- Yes
- No

If Yes,

1. Total number of structures
2. Dimensions (in feet) of largest proposed structure: 140 height; 200 width; and 262 length
3. Approximate extent of building space to be heated or cooled: 160,000 square feet

Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?

- Yes
- No

If Yes,

1. Purpose of the impoundment:
2. If a water impoundment, the principal source of the water:
   - Ground water
   - Surface water streams
   - Other specify:
3. If other than water, identify the type of impounded/contained liquids and their source.

   - Approximate size of the proposed impoundment: Volume: __________ million gallons; surface area: __________ acres
   - Dimensions of the proposed dam or impounding structure: __________ height; __________ length
   - Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?

- Yes
- No

(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

1. What is the purpose of the excavation or dredging?
2. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
   - Volume (specify tons or cubic yards):
   - Over what duration of time?
3. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

   - Will there be onsite dewatering or processing of excavated materials?
   - Yes
   - No

   If yes, describe.

4. What is the total area to be dredged or excavated?
5. What is the maximum area to be worked at any one time?
6. What would be the maximum depth of excavation or dredging?
7. Will the excavation require blasting?

   - Yes
   - No

8. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?

- Yes
- No

If Yes:

1. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):
ii. Describe how the proposed action would affect a waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>...</td>
</tr>
</tbody>
</table>

iii. Will the proposed action cause or result in disturbance to bottom sediments?  
If Yes, describe:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?  
If Yes:  
- acres of aquatic vegetation proposed to be removed:  
- expected acreage of aquatic vegetation remaining after project completion:  
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):  
- proposed method of plant removal:  
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>...</td>
</tr>
</tbody>
</table>

c. Will the proposed action use, or create a new demand for water?  
If Yes:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total anticipated water usage/demand per day: 30,000 gallons/day</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of district or service area: City of Ithaca Water Department</td>
</tr>
</tbody>
</table>
| Does the existing public water supply have capacity to serve the proposal?  
Yes | No |
| Is the project site in the existing district?  
Yes | No |
| Is expansion of the district needed?  
Yes | No |
| Do existing lines serve the project site?  
Yes | No |

d. Will the proposed action generate liquid wastes?  
If Yes:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total anticipated liquid waste generation per day: 37,000 gallons/day</td>
</tr>
<tr>
<td>Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): Sanitary wastewater</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of wastewater treatment plant to be used: Ithaca Area Wastewater Treatment Facility</td>
</tr>
<tr>
<td>Name of district: City of Ithaca</td>
</tr>
</tbody>
</table>
| Does the existing wastewater treatment plant have capacity to serve the proposal?  
Yes | No |
| Is the project site in the existing district?  
Yes | No |
| Is expansion of the district needed?  
Yes | No |
• Do existing sewer lines serve the project site?  
  Yes ☐ No ☐

If Yes:
  • Describe extensions or capacity expansions proposed to serve this project:

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  
  Yes ☐ No ☐

If Yes:
  • Applicant/sponsor for new district:
  • Date application submitted or anticipated:
  • What is the receiving water for the wastewater discharge?

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste:

vii. If the proposed action disturbs more than one acre and creates stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?

  Yes ☐ No ☐

If Yes:
  i. How much impervious surface will the project create in relation to total size of project parcel?
     Square feet or 0.70 acres (impervious surface)
     _____ Square feet or 0.70 acres (parcel size)
  ii. Describe types of new point sources. Discharge to existing storm sewer

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

   - Onsite Stormwater management facility discharging to separated storm sewer.
   - If to surface waters, identify receiving water bodies or wetlands:
     N/A

   - Will stormwater runoff flow to adjacent properties?
     Yes ☐ No ☐

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?

  Yes ☐ No ☐

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?

  Yes ☐ No ☐

If Yes, identify:
  i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)
     none
  ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)
     generators, heating, and construction equipment
  iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

  • Will any air emission sources named in D.2.f above, require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?

  Yes ☐ No ☐

If Yes:
  i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)
     Yes ☐ No ☐

  ii. In addition to emissions as calculated in the application, the project will generate:
     • _______ Tons/year (short tons) of Carbon Dioxide (CO2)
     • _______ Tons/year (short tons) of Nitrous Oxide (N2O)
     • _______ Tons/year (short tons) of Perfluorocarbons (PFCs)
     • _______ Tons/year (short tons) of Sulfur Hexafluoride (SF6)
     • _______ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
     • _______ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)
h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?
   - Yes [ ] No [ ]
   i. Estimate methane generation in tons/year (metric):
   ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring):

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  
   - Yes [ ] No [ ]
   If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  
   - Yes [ ] No [ ]
   If Yes:
   i. When is the peak traffic expected (Check all that apply): Morning [ ], Evening [ ], Weekend [ ], Randomly between hours of [ ] to [ ].
   ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks):

   
   
   iii. Parking spaces: Existing [ ] Proposed [ ] Net increase/decrease [ ]
   iv. Does the proposed action include any shared use parking? Yes [ ] No [ ]
   v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:
   vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes [ ] No [ ]
   vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes [ ] No [ ]
   viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes [ ] No [ ]

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  
   - Yes [ ] No [ ]
   If Yes:
   i. Estimate annual electricity demand during operation of the proposed action: 5,000 MWh per year
   ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): Via grid/local utility
   iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes [ ] No [ ]

l. Hours of operation. Answer all items which apply.
   i. During Construction:
      • Monday - Friday: 7am-7pm
      • Saturday:
      • Sunday:
      • Holidays:
   ii. During Operations:
      • Monday - Friday: 24 hours (residential)
      • Saturday:
      • Sunday:
      • Holidays:
m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes ☑ No

If yes:
   i. Provide details including sources, time of day and duration:
      Construction equipment during construction hours.

   ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes ☑ No
      Describe: existing buildings

n. Will the proposed action have outdoor lighting?  Yes ☑ No

If yes:
   i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
      Sidewalk Lighting (wall packs)

   ii. Will the proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes ☑ No
      Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes ☑ No

If Yes:
   i. Product(s) to be stored
   ii. Volume(s) ______ per unit time ______ (e.g., month, year)
   iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes ☑ No

If Yes:
   i. Describe proposed treatment(s):

   ii. Will the proposed action use Integrated Pest Management Practices?  Yes ☑ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes ☑ No

If Yes:
   i. Describe any solid waste(s) to be generated during construction or operation of the facility:
      • Construction: ______ tons per ______ garage demo (unit of time)
      • Operation: ______ tons per ______ year (unit of time)

   ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
      • Construction: scrap metals from existing garage
      • Operation: Tompkins Recycling and Materials management

   iii. Proposed disposal methods/facilities for solid waste generated on-site:
      • Construction: commercial recycling hauler
      • Operation: commercial waste hauler
s. Does the proposed action include construction or modification of a solid waste management facility?  
   ☑ Yes ☐ No  
   If Yes:  
   i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities):  
   ii. Anticipated rate of disposal/processing:  
      • ________ Tons/month, if transfer or other non-combustion/thermal treatment, or  
      • ________ Tons/hour, if combustion or thermal treatment  
   iii. If landfill, anticipated site life: ___________ years  

i. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  
   ☑ Yes ☐ No  
   If Yes:  
   i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility:  
   ii. Generally describe processes or activities involving hazardous wastes or constituents:  
   iii. Specify amount to be handled or generated ______ tons/month  
   iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents:  
   v. Will any hazardous wastes be disposed of at an existing offsite hazardous waste facility?  
      ☑ Yes ☐ No  
      If Yes: provide name and location of facility:  
   If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:  

E. Site and Setting of Proposed Action  

E.1. Land uses on and surrounding the project site  

a. Existing land uses.  
   i. Check all uses that occur on, adjoining and near the project site.  
      ☑ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)  
      ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify):  
   ii. If mix of uses, generally describe:  

b. Land uses and covertypes on the project site.  

<table>
<thead>
<tr>
<th>Land use or Coxer-type</th>
<th>Current Acreage</th>
<th>Acreage After Project Completion</th>
<th>Change (Acres +/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roads, buildings, and other paved or impervious surfaces</td>
<td>1.24</td>
<td>1.24</td>
<td>0</td>
</tr>
<tr>
<td>Forested</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Agricultural (includes active orchards, field, greenhouse etc.)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Surface water features (lakes, ponds, streams, rivers etc.)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Wetlands (freshwater or tidal)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Non-vegetated (bare rock, earth or fill)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>Describe: __________________________</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
c. Is the project site presently used by members of the community for public recreation?
   i. If Yes: explain:
   [ ] Yes [ ] No

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed
   day care centers, or group homes) within 1500 feet of the project site?
   If Yes,
   i. Identify Facilities:
   [ ] Yes [ ] No

e. Does the project site contain an existing dam?
   i. Dimensions of the dam and impoundment:
      • Dam height: ______________ feet
      • Dam length: ______________ feet
      • Surface area: ______________ acres
      • Volume impounded: ______________ gallons OR acre-feet
   ii. Dam's existing hazard classification:
   iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility,
   or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?
   If Yes:
   i. Has the facility been formally closed?
      • If yes, cite sources/documentation:
   ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
   iii. Describe any development constraints due to the prior solid waste activities:

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin
   property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?
   If Yes:
   i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any
   remedial actions been conducted at or adjacent to the proposed site?
   If Yes:
   i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site
      Remediation database? Check all that apply:
         [ ] Yes – Spills Incidents database Provide DEC ID number(s):
         [ ] Yes – Environmental Site Remediation database Provide DEC ID number(s):
         [ ] Neither database
   ii. If site has been subject of RCRA corrective activities, describe control measures:

   iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?
       If yes, provide DEC ID number(s): 755010
   iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

       Site 755010 has contaminated soils and remediation work done and people are not expected to come in contact
       with site-related soil contamination unless they dig below the surface. The site has lead to soil vapor intrusion
       to overlying buildings and sub-slab depressurization systems have been installed in all impacted buildings to
       prevent indoor air quality from being affected by the contamination in soil vapor beneath the building.
v. Is the project site subject to an institutional control limiting property uses? □ Yes □ No

- If yes, DEC site ID number:
- Describe the type of institutional control (e.g., deed restriction or easement):
- Describe any use limitations:
- Describe any engineering controls:
- Will the project affect the institutional or engineering controls in place? □ Yes □ No
- Explain:

E.2. Natural Resources On or Near Project Site

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>What is the average depth to bedrock on the project site? (&gt;10) feet</td>
</tr>
<tr>
<td>b.</td>
<td>Are there bedrock outcroppings on the project site? □ Yes □ No</td>
</tr>
<tr>
<td></td>
<td>If Yes, what proportion of the site is comprised of bedrock outcroppings? %</td>
</tr>
<tr>
<td>c.</td>
<td>Predominant soil type(s) present on project site: Unknown per USGS Soil survey 100 %</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td>d.</td>
<td>What is the average depth to the water table on the project site? Average: (&gt;10) feet</td>
</tr>
<tr>
<td>e.</td>
<td>Drainage status of project site soils: □ Well Drained: 100 % of site</td>
</tr>
<tr>
<td></td>
<td>□ Moderately Well Drained: % of site</td>
</tr>
<tr>
<td></td>
<td>□ Poorly Drained % of site</td>
</tr>
<tr>
<td>f.</td>
<td>Approximate proportion of proposed action site with slopes: □ 0-10%: 100 % of site</td>
</tr>
<tr>
<td></td>
<td>□ 10-15%: % of site</td>
</tr>
<tr>
<td></td>
<td>□ 15% or greater: % of site</td>
</tr>
<tr>
<td>g.</td>
<td>Are there any unique geologic features on the project site? □ Yes □ No</td>
</tr>
<tr>
<td></td>
<td>If Yes, describe:</td>
</tr>
</tbody>
</table>

h. Surface water features.

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? □ Yes □ No</td>
</tr>
<tr>
<td>ii.</td>
<td>Do any wetlands or other waterbodies adjoin the project site? □ Yes □ No</td>
</tr>
<tr>
<td>iii.</td>
<td>Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? □ Yes □ No</td>
</tr>
<tr>
<td>iv.</td>
<td>For each identified regulated wetland and waterbody on the project site, provide the following information:</td>
</tr>
<tr>
<td></td>
<td>Streams: Name Six Mile Creek (adjacent) Classification R3UBH</td>
</tr>
<tr>
<td></td>
<td>Lakes or Ponds: Name Classification</td>
</tr>
<tr>
<td></td>
<td>Wetlands: Name Approximate Size</td>
</tr>
<tr>
<td></td>
<td>Wetland No. (if regulated by DEC)</td>
</tr>
<tr>
<td>v.</td>
<td>Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? □ Yes □ No</td>
</tr>
<tr>
<td></td>
<td>If yes, name of impaired water body/bodies and basis for listing as impaired:</td>
</tr>
</tbody>
</table>

i. Is the project site in a designated Floodway? □ Yes □ No

j. Is the project site in the 100-year Floodplain? □ Yes □ No

k. Is the project site in the 500-year Floodplain? □ Yes □ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? □ Yes □ No

- If Yes:
- Name of aquifer:
m. Identify the predominant wildlife species that occupy or use the project site:
   None - Existing Building occupies site

n. Does the project site contain a designated significant natural community?
   If Yes:
   i. Describe the habitat/community (composition, function, and basis for designation):
   
   ii. Source(s) of description or evaluation:

   iii. Extent of community/habitat:
       • Currently: ____________________ acres
       • Following completion of project as proposed: ____________________ acres
       • Gain or loss (indicate + or -): ____________________ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species?
   If Yes:
   i. Species and listing (endangered or threatened):
      Rusty-patched Bumble Bee

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern?
   If Yes:
   i. Species and listing:
      Gray Petaltail

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing?
   If Yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

   a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304?
   If Yes, provide county plus district name/number:

   b. Are agricultural lands consisting of highly productive soils present?
      If Yes: acreage(s) on project site?
      ii. Source(s) of soil rating(s):

   c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark?
   If Yes:
      i. Nature of the natural landmark:  □ Biological Community  □ Geological Feature
      ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

   d. Is the project site located in or does it adjoin a state listed Critical Environmental Area?
   If Yes:
      i. CEA name:
      ii. Basis for designation:
      iii. Designating agency and date:
e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district

- Yes
- No

Which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?

<table>
<thead>
<tr>
<th>If Yes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Nature of historic/archaeological resource:</td>
<td>☐ Archaeological Site ☐ Historic Building or District</td>
</tr>
<tr>
<td>ii. Name: Eligible property: ODD FELLOWS OF EAGLES/COMMUNITY MUSIC-ARTS, Eligible property: Carey Building (2 Story brick Tudor C...</td>
<td></td>
</tr>
<tr>
<td>iii. Brief description of attributes on which listing is based:</td>
<td></td>
</tr>
</tbody>
</table>

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?

- Yes
- No

<table>
<thead>
<tr>
<th>If Yes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Describe possible resource(s):</td>
<td></td>
</tr>
<tr>
<td>ii. Basis for identification:</td>
<td></td>
</tr>
</tbody>
</table>

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?

- Yes
- No

<table>
<thead>
<tr>
<th>If Yes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Identify resource: Cayuga Lake Scenic Byway</td>
<td></td>
</tr>
<tr>
<td>ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Scenic Byway</td>
<td></td>
</tr>
<tr>
<td>iii. Distance between project and resource:</td>
<td>1.0 miles.</td>
</tr>
</tbody>
</table>

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR Part 666?

- Yes
- No

<table>
<thead>
<tr>
<th>If Yes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Identify the name of the river and its designation:</td>
<td></td>
</tr>
<tr>
<td>ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?</td>
<td></td>
</tr>
</tbody>
</table>

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name: James Trasher, P.E. Date: 3-26-2020

Signature: [Signature] Title: Vice-President
### B.i.i [Coastal or Waterfront Area]
No

### B.i.ii [Local Waterfront Revitalization Area]
No

### C.2.b. [Special Planning District]
Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

### E.1.h [DEC Spills or Remediation Site - Potential Contamination History]
Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

### E.1.h.i [DEC Spills or Remediation Site - Listed]
Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

### E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]
Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

### E.1.h.iii [Within 2,000' of DEC Remediation Site]
Yes

### E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]
755010

### E.2.g [Unique Geologic Features]
No

### E.2.h.i [Surface Water Features]
No

### E.2.h.ii [Surface Water Features]
Yes

### E.2.h.iii [Surface Water Features]
Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.

### E.2.h.v [Impaired Water Bodies]
No

### E.2.i. [Floodway]
Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

### E.2.j. [100 Year Floodplain]
Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

### E.2.k. [500 Year Floodplain]
Digital mapping data are not available or are incomplete. Refer to EAF Workbook.

### E.2.l. [Aquifers]
No

---

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.
| E.2.n. [Natural Communities] | No |
| E.2.o. [Endangered or Threatened Species] | Yes |
| E.2.o. [Endangered or Threatened Species - Name] | Rusty-patched Bumble Bee |
| E.2.p. [Rare Plants or Animals] | Yes |
| E.2.p. [Rare Plants or Animals - Name] | Gray Petaltail |
| E.3.a. [Agricultural District] | No |
| E.3.c. [National Natural Landmark] | No |
| E.3.d [Critical Environmental Area] | No |
| E.3.e. [National or State Register of Historic Places or State Eligible Sites] | Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook. |
| E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name] | Eligible property: ODD FELLOWS OF EAGLES/COMMUNITY MUSIC-ARTS, Eligible property: Carey Building (2 Story brick Tudor Comm'l), Strand Theatre, Ithaca Downtown Historic Cistrict, De Witt Park Historic District, East Hill Historic District |
| E.3.f. [Archaeological Sites] | Yes |
| E.3.i. [Designated River Corridor] | No |
ROTHSCHILD MIXED-USE DEVELOPMENT

215 E. STATE STREET

ITHACA, NEW YORK

SITE LOCATION MAP

DRAWING INDEX

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MARCH 2020
EAST STATE STREET - "THE COMMONS" (66 FEET WIDE)
PEDESTRIAN TRAFFIC ONLY

EAST GREEN STREET - NYS ROUTE 79 (66 FEET WIDE)
ONE WAY TRAFFIC
EAST STATE STREET - "THE COMMONS" (66 FEET WIDE)
PEDESTRIAN TRAFFIC ONLY

S. AURORA STREET - NYS ROUTE 96B
(66 FEET WIDE)

EAST GREEN STREET - NYS ROUTE 79 (66 FEET WIDE)
ONE WAY TRAFFIC
May 8, 2020

Lisa Nicholas  
Deputy Director of Planning  
Division of Planning & Economic Development  
108 E. Green Street, 3rd Floor  
Ithaca NY 14850

RE: Site Plan Review Application  
215 E. State Street – Rothschild Mixed Use Development Project

Dear Ms. Nicholas:

CHA, on behalf of the applicant, is pleased to submit the revised plans based on your site plan review application checklist dated May 1, 2020. The following repeats the items comments and indicates how each are addressed:

5C. Context map showing property boundaries, general land use, streets, current zoning of the site and zoning boundaries, and significant features within a minimum of 100’ of the site not submitted.

A context map has been included, please see attached figure 1 showing property boundaries, general land use and current zoning boundaries within 100’ of the site.

5D. Zoning analysis describing how the proposed project will conform to Zoning District Regulations and other applicable Zoning requires needs review to confirm variances.

The proposed project has complex components regarding the existing site topography and various floor height elevations intended to connect the active connections between The Commons and East Green Street. This includes various levels of parking to service the downtown public areas. As such, the project will request a variance for the total number of stories to be 14 floors, inclusive of these park deck floor levels and a roof top terrace which is also considered a floor, compared to the maximum allowable of 12 stories, along with a proposed building height of 156’-10” which exceeds the allowed 140’ but the 156’-10” is measured to the top of the elevator overrun. The roof top is 142’-6” which is significantly closer to the allowed 140’ the 156’-10” portion of the building is centered on the rooftop and is only the elevator lobby it will not alter the perceived skyline of the building and only represents a very small area with respect to the building footprint.

Additionally, the project is unique in that there are two (2) existing street frontages. The CBD-140 district requires a minimum 10’ rear yard setback. However, on this “through lot” configuration, The Commons is defined as the front lot area, while East Green Street is the rear lot area. In an effort to provide consistent street line setback with respect to adjacent buildings fronting on East Green Street, the project will request a variance for the “rear” yard to be reduced to zero feet.

5F(2). Materials of proposed site improvements, such as walls, fences, gates, and major landscape elements not submitted.

The proposed site improvement materials have been labeled on C-101 Site layout plan and C-401 Landscape Plan, please see attached architectural plans for building materials proposed.
5F(3). Design of proposed curb cuts not submitted.

Design of the proposed curb cuts is shown on C-101 “Site Layout”. Proposed are two curb cuts, one as an entrance and the other as an exit for the first level private parking provided for the residential units. Each curb cut is 16’ with flush granite curbing and a concrete driveway with 3’ granite transitional curbing on each side of the respective entrance and exit.

5F(5). Bicycle racks not submitted.

Bicycle racks are proposed within the building because the building occupies the entire property, additional exterior bike parking is proposed along green street within the ROW and will require a ROW permit.

5F(7). Types of existing and proposed lighting not submitted.

Existing and proposed lighting will be building mounted as shown on architectural drawings, cut sheets will be provided under separate cover.

5F(8). Types and dimensions of existing and proposed signs (if available at time of submission), not submitted.

Proposed signage will be submitted at a later date when available.

5F(9). Details sheets for all above-listed items, when applicable not submitted.

Detail sheets have been provided, please see sheet C-601 “Details”.

5G(2). Limits of construction, including removal of vegetation, and survey showing trees over 8 inches Diameter Breast Height (DBH). Does this include utility and foundation construction?

Limits of construction on C-004 “Demolition Plan” have been revised to include utility and foundation construction.

5H. Building Elevations that include architectural elevations with dimensions, and rendered elevations showing all facades keyed to building materials. Building materials and colors should be specified (if available at time of submission) and keyed to rendered drawings. Physical materials samples required, to be presented to Planning Board prior to Final Site Plan Approval, partial submission.

Revised building elevations with building materials, and colors have been included with this submission. Please see the attached architectural elevations with keyed building materials. Physical material samples will be submitted under separate cover prior to planning board meeting.

5J(2). Location of existing and proposed fire hydrants not submitted.

The locations of existing fire hydrants are now shown please see sheet C-301 “Utility Plan”. The project does not propose any new fire hydrants.

5K(2). Types and locations of existing trees within 8” Diameter Breast Height (DBH) and above, and outside dimension and location of any large shrub mass on or within 20’ of the site not submitted.
Existing street trees to be removed are shown on the demolition plan.

5K(3). Planting specifications as per City Standards (see Appendix II, Standard Tree Planting Details, Master Plan, Inventory, & Arboricultural Guidelines for the Public Trees of the City of Ithaca, New York) not submitted.

Planting specifications have been revised to show a typical tree planting pit with structural soil along sidewalk per the City’s Master Plan, Inventory, & Arboricultural Guidelines for the Public Trees of the City of Ithaca, please see sheet C-401 “Landscape Plan”.

5L(2). Construction phasing diagram, if applicable not submitted.

Construction will be completed in one single phase starting with demolition, followed by foundation construction, garage construction and residential floors.

5L(3). Construction staging and parking plan, when available partial submission.

Construction staging and parking plan has been provided please see C-102 “Staging Plan” specifically note 2. Construction staging will be coordinated with the Vecino Group project to ensure safe pedestrian routes and avoid conflict in construction deliveries.

5L(4). Construction plan and related details (e.g. mud maps, fencing) not submitted.

Please see C-004 “Demolition Plan” for erosion control measures and C-102 “Staging Plan” for fencing.

5L(6). Truck routes not submitted.

Please see sheet C-102 with truck routes along East Green Street. All truck traffic entering the site will be along Green Street from route 13 and exit along Seneca way to route 13 or East M.L.K. Jr street route 79 or 366.

5M(1). Any soil study, drainage calculation, and/or other engineering reports deemed necessary by a City Engineer not submitted.

Both existing and proposed condition provide 100% impervious cover on the site, to manage stormwater an underground storage facility will be constructed to discharge at the applicable discharge regulations for the site.

5M(2). Foundation type and construction method (may require geotechnical report) not submitted.

Please refer to the provided structural design narrative and geotechnical report from the Marriot hotel adjacent to the proposed project.

5M(3). Phase 1 Environmental Site Assessment (ESA), or equivalent, if necessary, not submitted.

Please see attached Phase 1 ESA dated November 27, 2002.
5M(4). Vehicular delivery routes.

*Proposed deliveries for the proposed deliveries will use the delivery pull off along Green street.*

5M(5). Response to each item identified on the Tompkins County Energy Addendum checklist.

*Responses will be provided to the TC Energy Addendum under separate cover.*

1. Response to the TC Energy Addendum.

*Responses will be provided to the TC Energy Addendum under separate cover.*

2. Continuous sidewalks through curb cut.

*Continuous sidewalks have been provided through the curb cut, please see sheet C-201 “Grading & Drainage Plan” for additional information on sidewalk grading through curb cuts.*

3. Status of conversations with DOT re-construction on DOT ROW.

*Conversations with DOT are on going and in collaboration with the Vecino Group proposal to ensure proper pedestrian protection, traffic management and reconstruction within the ROW for both projects.*

4. Utility capacity analysis.

*Utility capacity analysis is still ongoing and required loads are being calculated for the project but in preliminary discussions the existing 16” water main and 8” and 16” sewer mains should have adequate capacity to serve the development. Electrical loads are still being calculated for the proposed development and will be discussed with NYSEG when available.*

5. Joint City/Project Plan for interim parking.

*Interim parking will be coordinated with the City and the Vecino Group prior to the start of construction.*


*Staging will be provided within the ROW as shown on C-102 the applicant is working to develop detailed construction management plans with general contractors.*
The enclosed information is a supplement to the previously submitted SPR Application:

- Architectural Floor Plans & Elevations
- Site Plan Drawings
- Context Map
- Phase 1 ESA
- Structural Design Narrative
- Rothschild Engineering Report

If you should require any additional information or have any questions, please do not hesitate to contact our office at 315-257-7220 or jtrash@chacompanies.com.

Very truly yours,

James F. Trasher, P.E.
Vice President

Enclosures
Cc:
V:\Projects\ANY\K5\059216.000\Corres\Applications\6 - SPR Application-5-8-2010 - Cover Letter Narrative-5-8-20.doc
ROTHSCHILD MIXED USE DEVELOPMENT
ITHACA, NY
EAST GREEN STREET

THE COMMONS

SOUTH AURORA STREET

EXISTING PARKING

CENTER ITHACA

MEZZANINE

3,795 SF

OPEN TO BELOW

PARKING BELOW

STAIR 1

STAIR 2

PARKING BELOW

STAIR

FIRE SERVICE ACCESS

ELEVATOR

FIRE SERVICE ACCESS

ELEVATOR

25' 50' 75' 100'

MEZZANINE

HOTEL

EAST GREEN STREET

SOUTH AER OA STREET
EXISTING OFFICE TO REMAIN

HOTEL ENTRY

EAST GREEN STREET

THE COMMONS

SOUTH AURORA STREET

EXISTING PARKING

CENTER ITHACA

COMMERCIAL SPACE 12,860 SF

EXISTING OFFICE TO REMAIN

LEVEL 2
**THE COMMONS**

**SOUTH AURORA STREET**

**EAST GREEN STREET**

**RENDERING VIEW - AT EAST GREEN STREET**
ROTHSCHILD MIXED-USE DEVELOPMENT

215 E. STATE STREET

ITHACA, NEW YORK

SITE LOCATION MAP

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</table>

MARCH 2020
EAST STATE STREET - "THE COMMONS" [66 FEET WIDE] PEDESTRIAN TRAFFIC ONLY

S. AURORA STREET - NYS ROUTE 96B

EAST GREEN STREET - NYS ROUTE 79 [66 FEET WIDE] ONE WAY TRAFFIC
Rothschild Mixed Use Development
Ithaca, NY

Structural Design Narrative

Prepared for:

Ithaca Redevelopment Partners LLC.
669 River Drive, Suite 402, Elmwood Park
NJ 07407

Prepared by:

BSB Design
17855 Dallas Pkwy, Suite 105
Dallas, TX 75287
Introduction:

This Structural Design Narrative has been prepared to summarize the construction methods and foundation recommendations for the Rothschild Mixed Use Development, Ithaca, NY.

The Rothschild Mixed Use Development is a 13-Story building which consists of 10 stories of Type-IB residential over 3 levels of type 1-A structured parking. New construction will be bound by existing buildings on east, north and west side. Partial demolition of existing structure is required.

Following is the preliminary narrative of the structural systems to be used for the East Green Residential Apartment:

Foundation Recommendations:

The following foundation design recommendation is based on experience, assumptions and considering the soil condition of the existing projects in the area. Geotechnical recommendation for the project site is required to verify the design recommendations.

Structural concrete shall comply with ACI-318.

All concrete strength shall be as follows:

Min. 28-day compressive strength:

<table>
<thead>
<tr>
<th>Component</th>
<th>Type</th>
<th>Strength Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slab on grade &amp; walls</td>
<td>normal weight</td>
<td>4000 psi</td>
</tr>
<tr>
<td>Columns</td>
<td>normal weight</td>
<td>5000 psi to 7000 psi</td>
</tr>
<tr>
<td>Podium / Deck</td>
<td>normal weight</td>
<td>5000 psi</td>
</tr>
</tbody>
</table>

Foundation loads associated with the proposed 13 story building are anticipated to be relatively high, BSB recommends deep foundation system to satisfy bearing capacity and settlement considerations. A deep foundation would limit the necessity to remove fill soils and would possibly limit concerns relating to potential undermining of existing foundations.

Auger Cast Friction Piles may be used for this building. Auger cast piles are favorable where loose soil and ground water are present or where hammer impact noise and vibrations are a concern. Auger cast piles are installed by rotating a continuous flight hollow auger into the soil to a specified depth, whereupon a high strength sand- cement grout is pumped through the hollow shaft, displacing spoil and forming a uniform grout column, as the auger is withdrawn. Steel reinforcement is included for seismic resistance. The Typical diameter of auger cast piles ranges from 12 to 24 inches and specified grout strength is generally in range of 3000 psi to 5000 psi.

The piles should be seated within the firm to compact granular soils or medium to stiff consistency cohesive soils.

Auger cast pile foundations are generally designed and installed by specialty contractor qualified and
experienced in such construction method. It is general practice for the engineer to develop a performance specification for the piles and then have the installation contractor provide a suitable pile design, considering the logistics of the installation and subsurface conditions.

In case of insufficient space to lay back the under-ground wall excavation slope, excavation can be supported by sheet piles.

Driven piles maybe undesirable due to the potential to vibration induced noise and damage to the existing adjacent structure.

**Slab on Grade Level P1:**

Slab on grade can be a 5 to 6-inch-thick slab on grade reinforced at mid depth of slab both directions. The existing soil under the slab must be undercut below the slab on grade based on geotechnical recommendations and replaced with compacted structural fill. For exterior slabs we recommend constructing the slab over compacted backfill consisting of at least 12 inches of subbase stone. Adequate subbase and subgrade drainage should be provided to help minimize the potential for frost action.

**Levels P2 and P3:**

8 inch to 10 inch thick concrete post tensioned slab supported on concrete columns may be used for levels P2 and P3.

**Residential Level 1:**

Concrete post tensioned podium flat plate will support the load of upper 10 stories. The thickness of the podium will depend on the upper floor structural system and its weight as well as Live loads. The drop panels will be provided at column locations if required.

**Residential Level 2 to 10:**

The floor system for the residential levels 2 to 10 may consist of a composite deck system with concrete topping supported by load bearing light gauge interior walls. Interior load bearing walls may be panelized as well as sheathed with various finishes. Pre-sheathed, galvanized cold form stud panels can be used for exterior wall construction. Shear wall panels consist of pre-installed diagonal sheet and straps can be used.

Thank you,

Zahra Ghadimi Khasraghy | Director of Engineering
BSB Design, Inc.
*National Perspective. Local Focus.*
469.729.2732
### Loan Repayments Due to IURA

#### May 2020

#### Entitlement Loans

<table>
<thead>
<tr>
<th>Loan Name</th>
<th>Original Loan</th>
<th>Year</th>
<th>First Due</th>
<th>Pay</th>
<th>Monthly Pmt</th>
<th>Paid</th>
<th>Loan Balance</th>
<th>Status</th>
<th>Date Paid/Due</th>
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<tbody>
<tr>
<td>Diane's Downtown Auto-revised 5/3/12</td>
<td>$80,000</td>
<td>2006</td>
<td>2026</td>
<td>4</td>
<td>$449.85</td>
<td>$97.32</td>
<td>$29,106.58</td>
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<tr>
<td>Cedar Creek/60K HOME/10K HODAG</td>
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<td>2008</td>
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<td>N/A</td>
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<td>$172,695.32</td>
<td>Int. Only Pmts. due to cash flow N/A</td>
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<tr>
<td>Breckenridge Place</td>
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<td>2012</td>
<td>2023</td>
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<td>N/A</td>
<td>N/A</td>
<td>$495,253.34</td>
<td>Int. only pmts. due to cash flow N/A</td>
<td>5/22/2020</td>
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**TOTAL ENTITLEMENT LOANS** $580,000 $449.85 $97.32 $697,056.24

#### CD-RLF

<table>
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<th>Loan Name</th>
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<th>Paid</th>
<th>Loan Balance</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Ithaca Coffee Roasting Facility</td>
<td>$100,000</td>
<td>2013</td>
<td>2033</td>
<td>2.5</td>
<td>$353.42</td>
<td>$154.38</td>
<td>$74,103.50</td>
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<td>4/1/2020</td>
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<tr>
<td>LAG Restaurant (The Rock)</td>
<td>$40,000</td>
<td>2016</td>
<td>2022</td>
<td>2.5</td>
<td>$630.72</td>
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<td>$15,187.98</td>
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<td>210 Hancock</td>
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<td>$120,024.95</td>
<td>Current</td>
<td>5/2/2020</td>
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<td>2039</td>
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<td>2.5</td>
<td>$857.48</td>
<td>$857.48</td>
<td>$81,480.58</td>
<td>Current</td>
<td>5/22/2020</td>
</tr>
<tr>
<td>Scattered Site Preservation</td>
<td>$160,000</td>
<td>2018</td>
<td>2</td>
<td>$-</td>
<td>$-</td>
<td>$128,662.00</td>
<td>No accrued interest or pmts due in construction period - up to 3 years</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Sunny Days</td>
<td>$50,000</td>
<td>2014</td>
<td>2020</td>
<td>2.5</td>
<td>$888.37</td>
<td>$10.77</td>
<td>$5,168.45</td>
<td></td>
<td>5/22/2020</td>
</tr>
</tbody>
</table>

**TOTAL CD-RLF LOANS** $645,160 $3,890.40 $2,051.06 $503,694.58

#### CD-RLF Priority Business

<table>
<thead>
<tr>
<th>Loan Name</th>
<th>Original Loan</th>
<th>Year</th>
<th>First Due</th>
<th>Pay</th>
<th>Monthly Pmt</th>
<th>Paid</th>
<th>Loan Balance</th>
<th>Status</th>
<th>Date Paid/Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Theatre1</td>
<td>$458,500</td>
<td>2009</td>
<td>2020</td>
<td>2</td>
<td>$1,741.86</td>
<td>$542.70</td>
<td>$330,144.10</td>
<td>Current</td>
<td>5/22/2020</td>
</tr>
<tr>
<td>Delante6</td>
<td>$150,000</td>
<td>2015</td>
<td>2023</td>
<td>2.5</td>
<td>$1,954.31</td>
<td>$30.81</td>
<td>$14,789.27</td>
<td>Current</td>
<td>5/22/2020</td>
</tr>
<tr>
<td>Liquid State Brewing Company</td>
<td>$70,000</td>
<td>2017</td>
<td>2024</td>
<td>0</td>
<td>$975.54</td>
<td>$96.16</td>
<td>$46,177.09</td>
<td>Current</td>
<td>5/22/2020</td>
</tr>
<tr>
<td>Urban Core</td>
<td>$200,000</td>
<td>2017</td>
<td>2037</td>
<td>3.5</td>
<td>$1,159.62</td>
<td>$386.84</td>
<td>$185,087.88</td>
<td>Current</td>
<td>5/22/2020</td>
</tr>
<tr>
<td>GreenStar Coop</td>
<td>$400,000</td>
<td>2019</td>
<td>2029</td>
<td>3.5</td>
<td>$1,166.67</td>
<td>$1,166.67</td>
<td>$0.00</td>
<td>Current</td>
<td>5/22/2020</td>
</tr>
<tr>
<td>Finger Lakes Massage Group</td>
<td>$150,000</td>
<td>2015</td>
<td>2023</td>
<td>3.5</td>
<td>$2,152.91</td>
<td>-</td>
<td>$83,081.39</td>
<td>Past Due-Overs Sept. 2019 - May 2020</td>
<td>5/22/2020</td>
</tr>
</tbody>
</table>

**TOTAL CD-RLF PRIORITY BUSINESS** $1,428,500 $9,151.31 $2,223.18 $1,059,879.53

#### CDBG

<table>
<thead>
<tr>
<th>Loan Name</th>
<th>Original Loan</th>
<th>Year</th>
<th>First Due</th>
<th>Pay</th>
<th>Monthly Pmt</th>
<th>Paid</th>
<th>Loan Balance</th>
<th>Status</th>
<th>Date Paid/Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>210 Hancock</td>
<td>$130,404</td>
<td>2016</td>
<td>2048</td>
<td>2</td>
<td>N/A</td>
<td>N/A</td>
<td>$133,147.50</td>
<td>Int. only pmts. due to cash flow</td>
<td>5/22/2020</td>
</tr>
</tbody>
</table>

#### Non-CDBG

<table>
<thead>
<tr>
<th>Loan Name</th>
<th>Original Loan</th>
<th>Year</th>
<th>First Due</th>
<th>Pay</th>
<th>Monthly Pmt</th>
<th>Paid</th>
<th>Loan Balance</th>
<th>Status</th>
<th>Date Paid/Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ithaca Downtown Assoc (Canopy Hotel)</td>
<td>$1,375,000</td>
<td>2016</td>
<td>2037</td>
<td>3.0%</td>
<td>$7,860.18</td>
<td>-</td>
<td>$1,263,188.13</td>
<td>Past Due-Overs Apr &amp; May 2020 (Interest only 3/1- 5/1/2020-Principal defaul due to COVID-19)</td>
<td>5/22/2020</td>
</tr>
</tbody>
</table>

**TOTAL NON-CDBG** $1,375,006 $7,860.18 $- $1,263,188.13

#### HODAG

<table>
<thead>
<tr>
<th>Loan Name</th>
<th>Original Loan</th>
<th>Year</th>
<th>First Due</th>
<th>Pay</th>
<th>Monthly Pmt</th>
<th>Paid</th>
<th>Loan Balance</th>
<th>Status</th>
<th>Date Paid/Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breckenridge Place</td>
<td>$600,000</td>
<td>2015</td>
<td>2043</td>
<td>2</td>
<td>$2,217.72</td>
<td>$2,217.72</td>
<td>$500,041.89</td>
<td>Current</td>
<td>5/22/2020</td>
</tr>
</tbody>
</table>

**TOTAL HODAG LOANS** $600,000 $2,217.72 $2,217.72 $500,041.89

#### HOME

<table>
<thead>
<tr>
<th>Loan Name</th>
<th>Original Loan</th>
<th>Year</th>
<th>First Due</th>
<th>Pay</th>
<th>Monthly Pmt</th>
<th>Paid</th>
<th>Loan Balance</th>
<th>Status</th>
<th>Date Paid/Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stone Quarry Apartments, LLC2</td>
<td>$370,000</td>
<td>2014</td>
<td>2045</td>
<td>2</td>
<td>N/A</td>
<td>N/A</td>
<td>$377,806.97</td>
<td>Int. only pmts. due to cash flow</td>
<td>5/22/2020</td>
</tr>
<tr>
<td>210 Hancock</td>
<td>$206,923</td>
<td>2017</td>
<td>2047</td>
<td>2</td>
<td>N/A</td>
<td>N/A</td>
<td>$211,306.59</td>
<td>Int. only pmts. due to cash flow</td>
<td>5/22/2020</td>
</tr>
<tr>
<td>Cayuga Flats</td>
<td>$100,000</td>
<td>2017</td>
<td>2048</td>
<td>2</td>
<td>N/A</td>
<td>N/A</td>
<td>$93,116.00</td>
<td>N/A</td>
<td>5/22/2020</td>
</tr>
</tbody>
</table>

**TOTAL HOME** $576,923 $682,229.56

**TOTAL IURA LOAN PORTFOLIO** $5,335,986 $23,369.46 $6,588.98 $4,839,236.43 $5,422.31

*Notes:
1. State Theatre's loan was extended balloon payment now due in March 2023
2. Cedar Creek's first Interest Only payt. due 1/1/11 - yearly payt. subject to available cash flow
3. Permanent phase for Stone Quarry began 1/1/2016. Permanent phase interest rate is 2%. Interest compounds annually. Interest payments in permanent phase are subject to cash flow. Balloon payment of principal and all interest owed due in 2045.
4. Canopy Hotel closed on 8/10/2016. Interest only pmts are due for the first 15 months. Interest rate is adjustable every five years.
5. Delante Loan was disbursed 2/3/2016. First 6 months Interest Only payments due beginning 3/1/2016. Interest Rate 3.5%
6. 210 Hancock loans (3) have a maximum 24 month const period where interest at 2% and 3.5% will compound annually. No principal or interest payments are due during the construction period. Interest rates will remain constant in Permanent phases.
7. Urban Core Loan was disbursed 8/29/2017 for closing on 8/30/2017. First 6 months Interest Only payments due beginning 10/1/2017. Interest Rate 3.5%*
<table>
<thead>
<tr>
<th>Project</th>
<th>Monthly Fee</th>
<th>Quarterly Fee</th>
<th>Yearly Fee</th>
<th>Status</th>
<th>Date Last Payt. Rec'd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cherry Street Industrial Park</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaporated Metal Films</td>
<td></td>
<td></td>
<td>$ 236.80</td>
<td>Current</td>
<td>8/6/2019</td>
</tr>
<tr>
<td>Precision Filters</td>
<td></td>
<td></td>
<td>$ 375.00</td>
<td>Current</td>
<td>7/19/2019</td>
</tr>
<tr>
<td><strong>Cayuga Green</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allpro Parking - air rights lease</td>
<td>$ 2,937.00</td>
<td></td>
<td></td>
<td>Past Due-owes May 2020 (Paid 6/9/2020-will be reflected on June's statement)</td>
<td>5/20/2020</td>
</tr>
<tr>
<td>(rate change 1/1/2020)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cayuga Green-Parcel A ground floor</td>
<td>$ 6,784.00</td>
<td></td>
<td></td>
<td>Current - May's Pmt Discounted by $2,544.00 due to COVID-19</td>
<td>5/13/2020</td>
</tr>
<tr>
<td>Cinemapolis</td>
<td>$ 3,320.00</td>
<td></td>
<td></td>
<td>Current - Agreement to discount May's Pmt by 50% due to COVID-19</td>
<td>5/13/2020</td>
</tr>
<tr>
<td>Monthly Lease-rate change on 5/1/19</td>
<td>$ 6,784.00</td>
<td></td>
<td></td>
<td>Current - May's Pmt Discounted by $2,544.00 due to COVID-19</td>
<td>5/13/2020</td>
</tr>
<tr>
<td>Monthly Lease-rate change on 2/1/19</td>
<td></td>
<td></td>
<td></td>
<td>Current - Agreement to discount May's Pmt by 50% due to COVID-19</td>
<td>5/13/2020</td>
</tr>
<tr>
<td>Qrtly Maint Fee- Jan., April, July, Oct.</td>
<td>$ 289.10</td>
<td></td>
<td></td>
<td>Current</td>
<td>4/3/2020</td>
</tr>
<tr>
<td>(Maint Fee rate change on 7/1/19)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Leases</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Southside Community Center-RIBS</td>
<td>$ 460.61</td>
<td></td>
<td></td>
<td>Current-Paid To 7/1/2020</td>
<td>5/18/2020</td>
</tr>
<tr>
<td>Farmer's Market/Steamboat Landing</td>
<td></td>
<td></td>
<td>$ 8,581.00</td>
<td>Current</td>
<td>12/30/2019</td>
</tr>
</tbody>
</table>