AGENDA

ITHACA URBAN RENEWAL AGENCY (IURA)
ECONOMIC DEVELOPMENT COMMITTEE (EDC)
3:30 P.M., Tuesday, August 18, 2020

VIRTUAL MEETING

I. Call to Order

II. Additions to/or Deletions from Agenda

III. Review of Written Public Comments (if any)

IV. Review of Meeting Minutes: June 16, 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) | Revision #1 to IURA-Approved Disposition & Development Agreement (DDA) — Resolution

VI. Other Business
   A. Review of IURA Loan/Lease Payment Report — July 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.
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: April 14, 2020
Ackerman moved, seconded by Dylla, to approve the minutes, with no modifications.

Carried Unanimously: 3-0

V. Green Street Garage Redevelopment Urban Renewal Project
A. Western & Center Sections of Project Site: Asteri (Vecino Group NY, LLC) — Update
Bohn explained the project remains on schedule and is expected to complete its Environmental Review shortly, before going to the Board of Zoning Appeals (BZA). The Planning & Development Board has responded very positively to the project’s structure and design. Today’s meeting materials include considerable information on the affordable housing component and conference center, which remains within budget. Vecino is aiming to receive NYS funding by year’s end. NYS has indicated affordable housing funding remains a priority and is considered an essential component of the State’s budget, with funds already having been set-aside for the purpose. Common Council has had several opportunities to reconsider its approval of the project and conference center, in the midst of the COVID-19 economic downturn, which it has not done. Since the project will not be completed for three years, there is a significant amount of time for improvement in the hospitality sector’s economic outlook. Were the conference center suddenly removed from the project scope, the affordable housing component would then be placed at risk as the project would miss the December window for NYS financing.
B. Eastern Section of Project Site: Rothschild Building (Ithaca Properties, LLC) — Disposition & Development Agreement (DDA)

Bohn explained the goal of the meeting is for the Committee to review and become comfortable with the DDA. Bohn expects there may be some further back-and-forth between the IURA and the developer regarding the language, terms, and conditions. The IURA Board will either adopt the unexecuted version of the DDA in June 2020, or remand it back to the Committee for further review. The DDA is largely very consistent with how the developer has described the project, including the workforce housing component. Once the IURA Board adopts the DDA, the agreement will need to go to Common Council for approval (including a Public Hearing), by which time the Environmental Review will need to have been completed. The IURA Board would then execute the final version of the DDA.

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Note: Property conveyance of the Project Site must be completed no later than 1/31/2022.
The Committee walked through and reviewed each section of the DDA.

Ackerman remarked the term “workforce housing” seems largely meaningless. It would be clearer and more accurate to replace it with a term like “housing that is affordable for people earning ≤80% of Area Median Income (AMI).” Proulx suggested employing the term “below market-rate housing.” Bohn agreed to edit the DDA accordingly.

Bohn noted the “VII. CONTINGENCIES FOR SALE AND PURCHASE” section really lies at the heart of the agreement.

Proulx wondered if a cap would be placed on the reimbursements listed under “1.,” of section “B. Contingencies to be Met by Developer:”

“[..] Developer shall reimburse 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.”

Bohn replied, no, although that may be something that could be negotiated. He noted that developer-tenant negotiations were terminated after only a few weeks, so legal fees should be limited.

Ackerman recalled there were unresolved issues between the developer and Sunny Days of Ithaca, in particular. Bohn replied the developer subsequently modified the project proposal, so the retail tenants would no longer be dislocated; however, the tenants did incur legal costs associated with the developer’s original proposal and the mitigation plan required by the IURA.

Bohn noted he knows one business incurred legal costs of $2,550, and he would be surprised if the other businesses incurred costs higher than that. Bohn added he does not believe Common Council would be likely to approve the DDA without some assurance the issue has been equitably resolved amongst the parties.

Bohn noted the “4. Payment-In-Lieu of Taxes Contingency” language was included in the DDA since the developer anticipates Payment-in-Lieu of Taxes (PILOT), given that it is agreeing to provide affordable housing. Strictly speaking, the paragraph could conceivably be removed, since it is not a contingency from the City’s/IURA’s perspective; and the City will always have the right to sign the lease agreement.

Bohn noted that “5. Workforce Housing Preliminary Calculation Contingency” states that the developer would commit to a minimum of 10% rental housing units reserved for workforce housing, which “shall be increased upwards toward the 20% workforce housing goal to the extent increasing workforce housing units allows the project to retain a 5-year average cash-on-cash return of at least 8% on cash equity invested in the project.”

Bohn suggested the language could probably be changed to revert back to citing an 8-year average cash-on-cash return, rather than a 5-year average.
Proulx asked what the cash-on-cash return would be, in real terms. Bohn replied assuming it is a $100M project, with probably 30% cash equity required, it would be approximately $2.4M per year (on average), on a $30M investment. If the developer can exceed 8%, then more workforce housing would be added, up to 20% of the housing units.

Ackerman asked, assuming the developer can in fact exceed 8% return, how the corresponding number of additional required workforce housing units over 10% would be calculated. Bohn replied it a sensitivity analysis would be conducted, by incrementally adding one more housing unit to the financing formula until the project’s return dips under the 8% threshold. Bohn added the IURA does not yet know all the financial variables involved (i.e., cash equity, interest rate/debt service, loan amount), which is one reason the DDA includes an “IX. OPEN BOOKS” section, requiring the developer to share all financial documents related to the project.

Bohn noted the purpose of the “XII. PREVAILING WAGES ON PARKING CONSTRUCTION” section is to ensure the developer incorporates NYS prevailing wages into its budget for the public parking component of the project, should the NYS Department of Labor require prevailing wages and to protect the IURA and City against penalties if the project is misclassified.

Bohn remarked a termination date for the agreement (January 31, 2022) should be added to the DDA, for clarity’s sake, under section “E. Possession and Closing.”

Bohn noted the Project Term Sheet requires the project’s compliance with the City’s Green Building Policy and that all employees at the project site are paid a “living wage” (as determined by Alternative Federal Credit Union).

Proulx observed the Housing Component Terms portion of the term sheet does not require the workforce housing units to include finishings similar to those of the market-rate units. Bohn replied that is a good point, although he is not certain it is necessary to require the units to be absolutely identical in terms of finishings.

Ackerman suggested the Workforce Housing Minimum Commitment be amended to require the workforce housing units to have the same access to building amenities as the market-rate units (in addition to sharing the same lobby entrance). Bohn replied that is a good point. He can certainly add that to the agreement.

Dylla moved, seconded by Ackerman:

**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 E. 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 IURA, 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.

Carried Unanimously: 3-0

VI. Other/New/Old Business

A. IURA Loan & Lease Payment Report: May 2020

Bohn reported all loan repayments are current, except Finger Lakes School of Massage, as previously reported. GreenStar Cooperative Market was originally delinquent (interest-only), but is now current. Ithaca Downtown Associates (Canopy Hotel) is also delinquent (2 mos.). Bohn has made inquiries with them.

Bohn reported all lease payments are current, as of today. The IURA is working with Cinemapolis and Coltivare, two tenants of Bloomfield/Schon, which has agreed to provide the IURA with delayed Cinemapolis and Coltivare rent payments, while also discounting their rents for a certain number of months.

B. Staff Report

Bohn reported the COVID-19 Small Business Resiliency Fund (SBRF) assisted 80 micro-enterprises/small businesses. It also secured $84,000 in additional funds, thereby helping another 24 businesses.

Bohn reported the IURA Board and Common Council approved the 2020 Action Plan, including $255,917.61 for the Economic Development Loan Fund (EDLF).

Bohn reported he has been communicating with a potential loan applicant, Verdigree Collective, a women-owned and-operated commercial construction business that is exploring financing options for returning to normal business operations, in the wake of the COVID-19 crisis.

VII. Adjournment

The meeting was adjourned by consensus at 4:50 P.M.

— END —

Minutes prepared by C. Pyott, edited by N. Bohn.
Revision #1 to the IURA-Approved Disposition & Development Agreement
East Section of Green Street Garage Mixed-Use Urban Renewal Project

WHEREAS, on June 25, 2020, the IURA conditionally approved a Disposition and Development Agreement (DDA) for the East section of the Green Street Garage Mixed-Use Urban Renewal Project with Ithaca Properties, LLC, and

WHEREAS, the approved DDA was submitted to Ithaca Properties, LLC (Developer) for their execution or counteroffer, and

WHEREAS, Developer raised concerns about the prevailing wage requirement on construction of the public parking decks, and

WHEREAS, revision #1 to the DDA, dated August 10, 2020, addresses concerns raised by the Developer and additionally incorporate edits suggested by IURA legal counsel, and

WHEREAS, the IURA Economic Development Committee considered this matter at its August 18, 2020 meeting and recommends the following actions; now, therefore be it

RESOLVED, that the IURA hereby approves Revision #1 to the Disposition and Development Agreement (DDA) for the East section of the Green Street Garage Mixed-Use Urban Renewal Project, dated August 10, 2020, subject to completion of environmental review and Common Council approval, and be it further

RESOLVED, that the IURA directs the IURA Director of Community Development to submit the revised 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

RESOLVED, that the IURA Chair, subject to Common Council approval and IURA legal counsel review, is authorized to execute the Disposition and Development Agreement upon satisfaction of contingencies.
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. Project Term Sheet
2. Schedule of Performance Milestones
3. 5/11/2020 Purchase Agreement Eastern Section of Green Street Parking Garage Urban Renewal Project Site (including definition of Project Site)
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 ("DDA") 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, and

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

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mutually agreed upon lease terms; and (3) the Developer’s commitment to designate between 10% - 20% of the rental housing units as Below Market Rate (BMR) 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:
- Agency approval of the DDA;
- completion of SEQR environmental review of the proposed urban renewal project;
- publication of notice of a public hearing disclosing the essential terms of the DDA; and
- 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, as 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.
- Below Market Rate (BMR) housing goal: 20% of housing units
Housing (continued)

- BMR housing minimum commitment: 10% of housing units
- BMR housing shall be occupied and affordable to households earning up to 80% of the Area Median Income

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 and comply with:

1. the Project Term Sheet (Attachment #1);
2. the Schedule of Performance Milestones (Attachment #2);
3. the 5/11/20 Contingent Purchase Agreement (Attachment #3); and
4. 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).

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 Developer Sponsor Submissions after the date of Developer execution of the DDA but prior to IURA execution of the DDA 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 #3). 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 satisfaction of the contingencies contained in the Contingent Purchase Agreement (Attachment #3) 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 BMR 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 BMR 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 BMR 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 reimburse the following reasonable and documented legal costs incurred by the businesses with whom the Developer entered into negotiations on a plan to mitigate involuntary business displacement due to the then-proposed urban renewal project:
   • Sunny Days of Ithaca, LLC: $2,500, and
   • Home Green Home, Inc.: $1,900.

   The reimbursement of legal costs may take the form of a credit against rent.

1. 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. Below Market Rate (BMR) 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 eight (8) years of operations, to the Agency’s satisfaction. The minimum 10% rental housing unit reserved for below-market rate housing shall be increased upwards toward the 20% BMR housing goal to the extent increasing BMR housing units allow the project to retain an 8-year average cash-on-cash return of at least 8% on cash equity invested in the project. Units dedicated as BMR housing shall be occupied and affordable to households earning 80% or less of the Area Median Income and paying no more than 30% of income to rent, including utilities and any other required expenses. 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 reconstruction of the eastern parking decks 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. Below Market Rate (BMR) 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 BMR 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 BMR 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.

12. Property Conveyance Contingency – Conveyance of the Project Site shall be completed no later than January 31, 2022.

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 project, including proposed public parking component 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**DOL** 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 unless the Developer submits a legal opinion that prevailing wages are not applicable to the Project based on a full and fair description of all pertinent facts and that such legal opinion is satisfactory to IURA legal counsel regarding the inapplicability of prevailing wages. It is anticipated that special legal counsel with expertise in New York State labor law may be required to complete IURA review of the legal opinion and that such legal costs, up to $10,000, shall be reimbursed by the Developer. In the event the NYS Department of Labor imposes any fines, or fees or required payments on the City of Ithaca or the Agency regarding construction of the parking component by the Developer on the basis that it is a public work project and prevailing wages should have been paid, the Developer agrees to indemnify and hold the City of Ithaca harmless from such fines, fees or required payments, which indemnification shall include, but not be limited to, reimbursement to the City of Ithaca and/or IURA in full for all reimburse such expenses within ten business days after the City and/or IURA provides notice of such fines, fees or required payments to the Developer.

XIII. **TERMINATION OF AGREEMENT**

Notwithstanding any other provision this Agreement, this Agreement shall terminate if the Project Site has not conveyed to the Developer by January 31, 2022 unless extended by written agreement of the parties thereof.

XIV. **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 release of the Project Site from the sublease and 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. Property Closing and Termination Date

Possession and closing shall be governed by the Contingent Purchase Agreement, which requires the closing to take place no later than January 31, 2022, unless an extension is granted by the City of Ithaca. This Agreement shall expire and terminate on February 1, 2022.

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 Agency and Developer 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) Project Term Sheet
  (2) Schedule of Performance Milestones
  (3) 5/11/2020 Purchase Agreement Eastern Section of Green Street Parking Garage Urban Project Site
       (Contingent Purchase Agreement), including definition of Project Site
  (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.
## Project Term Sheet

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

### GENERAL TERMS

**Rothschild Mixed-Use Development**  
**Ithaca Properties, LLC**

| 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 further described in the Purchase Agreement Eastern Section of Green Street Parking Garage Urban Renewal Project Site, dated 5/11/20. |

| Sales Price | $350,000.00 in recognition of estimated $2,030,000 avoided cost to the City to demolish and remove the existing public parking decks at the Project Site that will become the responsibility of the Developer. The estimated cost to demolish and remove the existing parking decks is derived from the Green Street Parking Garage East and West End Study prepared by Stantec, dated December 7, 2016. |

| Conditions for Conveyance of Project Site | 1. Reimbursement of legal expenses incurred by businesses previously proposed to be dislocated  
|                                          | 2. Consent from Release of the Project Site from the lease held by IURA, sublease held by Community Development Properties, Ithaca, Inc. and the leasehold mortgage held by 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  
<p>|                                          | 7. Consent from City Controller regarding proposed financing terms for the parking component |</p>
<table>
<thead>
<tr>
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<th></th>
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<tbody>
<tr>
<td><strong>8.</strong></td>
<td>Execution of workforce housing agreement</td>
</tr>
<tr>
<td><strong>9.</strong></td>
<td>Execution of parking lease with City of Ithaca</td>
</tr>
<tr>
<td><strong>10.</strong></td>
<td>Proof of project financing, including equity</td>
</tr>
<tr>
<td><strong>11.</strong></td>
<td>Building permit issuance to demolish western section of garage</td>
</tr>
<tr>
<td><strong>12.</strong></td>
<td>Conveyance of Project Site</td>
</tr>
</tbody>
</table>

**Reference Documents**

Terms and conditions of the development transaction shall comply with submissions from Developer attached to this Agreement. Any conflict between submissions shall be resolved in favor of the most recently dated submission. Any conflict between Developer submissions and the DDA shall be resolved in favor of the DDA.

**Open Books**

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.

**Cost of Development and Construction**

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.

**Green Building Policy**

The project shall comply with the City of Ithaca Green Building policy.

**Living Wages**

All employees at the Project Site shall be paid a “living wage” as determined by Alternative Federal Credit Union.
**HOUSING COMPONENT TERMS**

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

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>180-200 rental housing units of diverse unit sizes, including studios, 1-bedroom and 2-bedroom units.</th>
</tr>
</thead>
</table>
| Below Market Rate (BMR) 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 units designated as BMR units, rent plus utilities plus any other mandatory resident charges cannot exceed 30% of 80% of AMI, adjusted for household size.
• BMR housing units shall be distributed pro rata across all unit sizes
• BMR housing units shall be similar in size to market rate units
• BMR housing units shall share the lobby entrance with market rate units
• Residents of BMR units shall have equal access to common amenities available to other residents of the project
• Regulatory period: 30 years. |
| Below Market Rate (BMR) 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 units designated as a BMR units, rent plus utilities plus any other mandatory resident charges cannot exceed 30% of 80% of AMI, adjusted for household size.
• BMR 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.
• BMR housing units shall be similar in size to market rate units
• BMR housing units shall share the lobby entrance with market rate units
• Residents of BMR units shall have equal access to common amenities available to other residents of the project
• 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>Rent shall be determined by amortizing all documented, commercially reasonable, verified, and eligible costs of developing the newly constructed public parking lease premises over the lease term. The cost of mobilization, demolition and clearance of the existing public parking decks are already factored into the purchase price and are ineligible for calculation of rent. Any developer fee is also an ineligible project cost for calculation of rent. 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>Allocation of Shared Costs in Rent Calculation</td>
<td>Allocation of shared development costs between the parking lease premises and other components of the project may be necessary to determine the eligible costs of developing the newly constructed public parking lease premises in the mixed-use project. If any shared development costs are proposed to be included in the eligible costs of developing the newly constructed public parking lease premises, Developer shall itemize shared costs and provide written rationale for proposed allocation of shared costs to the public parking lease premises. Allocation of shared costs shall be subject to mutual agreement between the Developer and IURA prior to execution of the parking lease.</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/per 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 with 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 explicitly waived pursuant to paragraph XII of the Disposition and Development Agreement consent is received from the City of Ithaca.</td>
</tr>
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<td>---------------------</td>
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</tr>
</tbody>
</table>
| Parking Mitigation Plan | A parking mitigation plan for construction workers, materials and vehicles shall be submitted by Developer and approved by the Director of Planning & 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). |
| Completion – Turn Key | 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. |
| 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 photogams 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. |
July 9, 2020

Via E-Mail
(mariette@geldenhuyslaw.com)

Mariette Geldenhuys, Esq.
Gateway Center, Suite 306
401 East State Street
Ithaca, New York 14850

Re: Ithaca Properties, LLC with City of Ithaca

Dear Ms. Geldenhuys:

My office represents Ithaca Properties, LLC. Mr. Nels Bohn directed me to discuss proposed technical edits and/or counter proposals to the IURA approved DDA and 6/25/20 IURA adopted resolution. The documents are general acceptable with the following exceptions:

1. Disposition and Development Agreement ¶VII(B)(1). To the extent that the agreement requires reimbursements of legal expenses, it is my understanding that it has been determined that the reasonable legal expenses that are related to Sunny Days amounts to $2,500 and that the reasonable legal expenses that relate to Home Green Home are $1,900. My client agrees to pay the legal expenses incurred by impacted businesses solely to the extent of payment of the aforesaid sums by giving credit to Sunny Days and Past Designs against the rent due my client pursuant to their respective lease agreements.

2. Article XII. My client does not agree that the prevailing wage law applies to the proposed construction. Labor rates should be those that are required for a private development project. Requiring prevailing wage rates in the development budget will significantly increase the cost of construction which will impact on the amount of rent which the City will be required to pay for each parking space.
3. General Terms “Living Wage”. I am not aware of the “Living Wage” rate determined by Alternative Federal Credit Union. This may need to be revisited.

4. Parking Component Terms. The rent has not been preliminarily estimated at $2,000 per parking stall per year and my client believes that the amount is unrealistic. Payment of prevailing wages will significantly increase the cost of development of the parking component, whatever that may be, which is to be amortized over 30 years by the payment of rent.

The contingency which allows the City to opt out of the lease agreement in the event the rental rate exceeds $2,000 per parking stall per year was not part of the original agreement between the parties and is unacceptable. The City is protected by Article X of the agreement (Good Faith and Fair Dealing) and Article IX (Open Books) which provides the City with unfettered access to inspect and review Ithaca Properties’ record of development costs.

I welcome your prompt response.

Very truly yours,

[Signature]

STEVEN G. PINKS

SGP/dsr
August 11, 2020

Stephen G. Pinks, Esq.
Pinks, Lipshie, White & Nemeth
140 Fell Court, Suite 303
Hauppauge, NY  11788

Re: Ithaca Urban Renewal Agency and Ithaca Properties, LLC
Green Street Garage Redevelopment (East section)

Dear Mr. Pinks:

I am in receipt of your letter dated July 9, 2020 and have discussed it with Nels Bohn, the Director of Community Development. Our response is as follows:

1. Article VII(B)(1): The IURA will agree that the amount of reimbursement of legal expenses will be $2,500 for Sunny Days and $1,900 for Home Green Home and that it will take the form of a credit against rent.

2. Article XII: Prevailing wage for public parking portion of project: The IURA stands by its position that this portion of the project is subject to prevailing wage. The basis for our determination is the NYSDOL Bureau of Public Work page. If you click the "legal information" tab on the left hand side, a submenu for "legal opinions" and "adjudications" is available. We relied on these opinions and adjudications. The Cadwaller case under “adjudications” characterized the Cayuga Garage in the City of Ithaca as a Public Work project despite the fact that neither the City nor IURA were directly involved in the construction contract or operation of the garage. The City was compelled to pay $10,000 in underpayments and $8,000 accrued interest in a project that used mostly union labor. The City’s exposure in this project is potentially much larger. This project is substantially similar to the Cayuga Garage project, and the City/IURA is not willing to take the risk of misclassification of that portion of the project with resulting financial implications for the City.

3. The Living Wage determined by Alternatives Federal Credit Union is available at:

4. Parking Component Terms: Please provide your estimate of rent per parking place per year and how it was calculated. The City needs to have a cut-off amount above which it is not obligated to lease the parking component. Once we have your number, we will discuss it with the City.
Re: Ithaca Urban Renewal Agency and Ithaca Properties, LLC
Green Street Garage Redevelopment (East section)

Please discuss these items with your client and let me know their response.

Sincerely yours,

Mariette Geldenhuys

cc.: Nels Bohn, Director of Community Development
### 2017 HOME Activities

<table>
<thead>
<tr>
<th>ON</th>
<th>HUD ENTITLEMENT ACTIVITIES</th>
<th>SPONSOR</th>
<th>TOTAL BUDGET</th>
<th>TOTAL UNEXPENDED</th>
<th>% SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>3.0 402 South Cayuga Street 17</td>
<td>Habitat for Humanity</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td></td>
<td></td>
<td>4.0 Housing Scholarship Program 11</td>
<td>The Learning Web</td>
<td>65,592.00</td>
<td>0.00</td>
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<tr>
<td></td>
<td></td>
<td>5.0 Security Deposit Assistance</td>
<td>Catholic Charities</td>
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<tr>
<td></td>
<td></td>
<td>21.0 828 Hector Street (CHDO) 23</td>
<td>INHS</td>
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<td>20.0 HOME Admin</td>
<td>IURA</td>
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<tr>
<td></td>
<td></td>
<td>Unallocated 2017 HOME 12, 17, 23, 24</td>
<td>N/A</td>
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<td>0.00</td>
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<td></td>
<td></td>
<td>Home Admin (PI) 12</td>
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<td>Recaptured Funds (HP) 15</td>
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<td>3,808.14</td>
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<td></td>
<td></td>
<td>Unanticipated Program Income (PI) 8</td>
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<td>21,545.00</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td><strong>225,037.70</strong></td>
<td><strong>25,353.14</strong></td>
<td><strong>89%</strong></td>
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### 2018 CDBG Activities

<table>
<thead>
<tr>
<th>ON</th>
<th>HUDA MTI ACTIVITIES</th>
<th>SPONSOR</th>
<th>TOTAL BUDGET</th>
<th>TOTAL UNEXPENDED</th>
<th>% SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.0 Neighbor to Neighbor Home Rehab</td>
<td>Love Knows No Bounds</td>
<td>40,000.00</td>
<td>29,753.00</td>
<td>26%</td>
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<tr>
<td></td>
<td>2.0 Chartwell House</td>
<td>Tompkins Community Action</td>
<td>75,000.00</td>
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<td></td>
<td>8.0 Ramp Loan Program</td>
<td>FLIC</td>
<td>25,000.00</td>
<td>0.00</td>
<td>100%</td>
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<tr>
<td></td>
<td>9.0 Mini Repair</td>
<td>INHS</td>
<td>32,500.00</td>
<td>0.00</td>
<td>100%</td>
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<td></td>
<td>11.0 Hospitality Employment Training Program</td>
<td>GIAC</td>
<td>110,000.00</td>
<td>0.00</td>
<td>100%</td>
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<td></td>
<td>13.0 Volunteer Worker &amp; Job Skill Training</td>
<td>Finger Lakes ReUse, Inc.</td>
<td>71,800.00</td>
<td>0.00</td>
<td>100%</td>
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<td>14.0 Work Preserve Job Training</td>
<td>Historic Ithaca</td>
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<td>0.00</td>
<td>100%</td>
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<tr>
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<td>ok 16.0 Targeted Urban Bus Stop Upgrades</td>
<td>TCAT</td>
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<td>20.0 Work Preserve Job Readiness</td>
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<td>0.00</td>
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<td></td>
<td>21.0 2-1-1 Info and Referral</td>
<td>Human Services Coalition</td>
<td>20,000.00</td>
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<td>100%</td>
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<tr>
<td></td>
<td>22.0 Housing For School Success Year #3</td>
<td>Ithaca City School District (ICSD)</td>
<td>27,005.00</td>
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<tr>
<td></td>
<td>23.0 CDBG Admin</td>
<td>IURA</td>
<td>137,214.00</td>
<td>0.00</td>
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<tr>
<td></td>
<td>25.0 Economic Development Loan Fund</td>
<td>IURA</td>
<td>151,052.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>17.0 Final Phase: Heating &amp; Roofing 25</td>
<td>DICC</td>
<td>29,300.00</td>
<td>0.00</td>
<td>100%</td>
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<tr>
<td></td>
<td>ok 18.0 Domestic Violence Center Renovation 25</td>
<td>Advocacy Center</td>
<td>9,960.72</td>
<td>1,601.72</td>
<td>84%</td>
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<tr>
<td></td>
<td>ok Unallocated 2018 CDBG</td>
<td>N/A</td>
<td>2,607.89</td>
<td>2,607.89</td>
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<td>Total</td>
<td></td>
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<td><strong>862,439.61</strong></td>
<td><strong>40,668.11</strong></td>
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### 2018 HOME Activities

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<thead>
<tr>
<th>ON</th>
<th>HUDA MTI ACTIVITIES</th>
<th>SPONSOR</th>
<th>TOTAL BUDGET</th>
<th>TOTAL UNEXPENDED</th>
<th>% SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3.0 402 South Cayuga Street 17</td>
<td>INHS</td>
<td>150,000.00</td>
<td>10,000.00</td>
<td>93%</td>
</tr>
<tr>
<td></td>
<td>4.0 Housing Scholarship Program 17</td>
<td>The Learning Web</td>
<td>65,592.00</td>
<td>0.00</td>
<td>100%</td>
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<tr>
<td></td>
<td>5.0 Security Deposit Assistance 24</td>
<td>Catholic Charities</td>
<td>48,250.00</td>
<td>0.00</td>
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<td>6.0 Security Deposit Inspections 24</td>
<td>TCA</td>
<td>2,500.00</td>
<td>0.00</td>
<td>100%</td>
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<tr>
<td></td>
<td>ok 7.0 INHS Scattered Site 2 (CHDO) 24</td>
<td>IURA</td>
<td>100,000.00</td>
<td>6,884.00</td>
<td>93%</td>
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<td></td>
<td>ok 10.0 Additional Reserve (CHDO) 24, 26</td>
<td>TBD</td>
<td>0.00</td>
<td>0.00</td>
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<td></td>
<td>complete Home Admin</td>
<td>IURA</td>
<td>36,880.30</td>
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<td>100%</td>
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<tr>
<td></td>
<td>ok 18.0 HOME Unallocated 2</td>
<td>N/A</td>
<td>15,891.14</td>
<td>15,891.14</td>
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<td>Total</td>
<td></td>
<td></td>
<td><strong>419,113.44</strong></td>
<td><strong>32,775.14</strong></td>
<td><strong>92%</strong></td>
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</table>

### 2019 CDBG Activities

<table>
<thead>
<tr>
<th>ON</th>
<th>HUDA MTI ACTIVITIES</th>
<th>SPONSOR</th>
<th>TOTAL BUDGET</th>
<th>TOTAL UNEXPENDED</th>
<th>% SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.0 Homeowner Rehab</td>
<td>INHS</td>
<td>67,594.32</td>
<td>67,594.32</td>
<td>0%</td>
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<td>2.0 Small Repair Program</td>
<td>INHS</td>
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<tr>
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<td>6.0 Finger LakesReUse Job Skills Training</td>
<td>Finger Lakes ReUse, Inc.</td>
<td>95,529.00</td>
<td>71,033.56</td>
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<tr>
<td></td>
<td>7.0 Work Preserve Job Training</td>
<td>Historic Ithaca</td>
<td>67,500.00</td>
<td>64,197.30</td>
<td>5%</td>
</tr>
</tbody>
</table>
### IURA Grants Summary

**July 2020**

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>HUD ENTITLEMENT ACTIVITIES</th>
<th>SPONSOR</th>
<th>TOTAL BUDGET</th>
<th>TOTAL UNEXPENDED</th>
<th>% SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ok</td>
<td>8.0 Hospitality Employment Training Program</td>
<td>GIAC</td>
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<td>110,725.28</td>
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<tr>
<td>complete</td>
<td>9.0 Ithaca ReUse Center Acquisition</td>
<td>Finger Lakes ReUse, Inc.</td>
<td>100,000.00</td>
<td>0.00</td>
<td>100%</td>
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<tr>
<td>complete</td>
<td>10.0 Economic Development Loan Fund</td>
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<td>107,396.99</td>
<td>0.00</td>
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<tr>
<td>ok</td>
<td>11.0 Black Girl Alchemists Public Art Mosaic</td>
<td>CAP</td>
<td>7,500.00</td>
<td>6,433.54</td>
<td>14%</td>
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<tr>
<td>ok</td>
<td>12.0 Housing For School Success</td>
<td>Beverly J. Martin Elem</td>
<td>15,700.00</td>
<td>3,072.14</td>
<td>80%</td>
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<tr>
<td>complete</td>
<td>13.0 2-1-1</td>
<td>Human Services Coalition</td>
<td>15,000.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>ok</td>
<td>14.0 Work Preserve: Job Readiness</td>
<td>Historic Ithaca</td>
<td>20,000.00</td>
<td>20,000.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok</td>
<td>15.0 A Place To Stay</td>
<td>Catholic Charities</td>
<td>20,000.00</td>
<td>20,000.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok</td>
<td>16.0 Immigrant Services</td>
<td>Catholic Charities</td>
<td>25,059.00</td>
<td>8,353.00</td>
<td>67%</td>
</tr>
<tr>
<td>ok</td>
<td>17.0 CDBG Admin</td>
<td>IURA</td>
<td>137,679.40</td>
<td>43,077.06</td>
<td>69%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>822,183.99</strong></td>
<td><strong>437,068.48</strong></td>
<td><strong>47%</strong></td>
</tr>
</tbody>
</table>

### 2019 HOME Activities

| ok | 1.0 Homeowner Rehab | INHS | 42,151.58 | 42,151.58 | 0% |
| ok | 3.0 Immaculate Conception School Redev | INHS | 199,900.00 | 199,900.00 | 0% |
| ok | 4.0 Housing Scholarship Program | The Learning Web | 70,560.00 | 67,015.80 | 5% |
| ok | 5.0 Security Deposit Assistance-Vulnerable Hous | Catholic Charities | 64,000.00 | 38,508.70 | 40% |
| ok | 18.0 HOME Admin | IURA | 30,597.20 | 7,999.47 | 74% |

**2019 HOME Unallocated**

|   |   |   | 1,451.00 | 1,451.00 | 0% |

**Total**

|   |   |   | **408,659.78** | **357,026.55** | **13%** |

### Total Unexpended Funds

- **Unexpended CDBG Entitlement Funds**: 477,736.59
- **Unexpended CDBG Program Income Committed to Action Plan Activities**: 0.00
- **CDBG Revolving Loan Fund Balance (#02 Bank Balance excluding interest)**: 173,890.01
- **Unexpended HOME Entitlement Funds**: 415,154.83
- **Unexpended HOME Program Income**: 0.00
- **HOME Program Income Unassigned**: 0.00

**Total Unexpended HUD Funds**: 1,066,781.43

---

### 1.5 CDBG Spend Down Ratio Analysis (must be less than 1.5 by June 1st of each year):

- **CDBG Spend Down Ratio** = total unexpended CDBG funds/ most recent annual CDBG award

At the end of June 2020:

- **Most Recent Annual CDBG Award**: 688,397
- **1.5 x Most Recent CDBG Award**: 1,032,596
- **Current Unexpended CDBG Funds**: 651,627
- **Current CDBG Spend Down Ratio**: 0.95
- **Compliance With 1.5 CDBG Spend Down Ratio**:
  - Yes
- **Amount Required to be Expended by 6/1 to Meet CDBG Spend Down Ratio**: -380,969

---

Page 2 of 4
### Loan Repayments Due to IURA

#### July 2020

<table>
<thead>
<tr>
<th><strong>Entitlement Loans</strong></th>
<th><strong>Original Loan</strong></th>
<th><strong>Year</strong></th>
<th><strong>First Due</strong></th>
<th><strong>Due</strong></th>
<th><strong>Month</strong></th>
<th><strong>Loan Balance</strong></th>
<th><strong>Status</strong></th>
<th><em><em>Date</em> Made</em>*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delaware Auto-revised 5/3/12</td>
<td>$80,000</td>
<td>2006</td>
<td>2026</td>
<td>4</td>
<td>$449.85</td>
<td>$97.02</td>
<td>$29,106.58</td>
<td>7/1/2020</td>
</tr>
<tr>
<td>Cedar Creek (HOME/For HODAG)</td>
<td>$100,000</td>
<td>2008</td>
<td>2038</td>
<td>5</td>
<td>N/A</td>
<td>N/A</td>
<td>$172,665.32</td>
<td>N/A</td>
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<tr>
<td>Breckenridge Place</td>
<td>$400,000</td>
<td>2002</td>
<td>2052</td>
<td>1</td>
<td>N/A</td>
<td>N/A</td>
<td>$495,253.34</td>
<td>N/A</td>
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<tr>
<td><strong>TOTAL ENTITLEMENT LOANS</strong></td>
<td><strong>$580,000</strong></td>
<td><strong>2002</strong></td>
<td><strong>2052</strong></td>
<td><strong>1</strong></td>
<td><strong>N/A</strong></td>
<td><strong>N/A</strong></td>
<td><strong>$697,055.24</strong></td>
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<table>
<thead>
<tr>
<th><strong>CD-RLF</strong></th>
<th><strong>Original Loan</strong></th>
<th><strong>Year</strong></th>
<th><strong>First Due</strong></th>
<th><strong>Due</strong></th>
<th><strong>Month</strong></th>
<th><strong>Loan Balance</strong></th>
<th><strong>Status</strong></th>
<th><em><em>Date</em> Made</em>*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ithaca Coffee Roasting Facility</td>
<td>$100,000</td>
<td>2016</td>
<td>2026</td>
<td>2.5</td>
<td>$537.42</td>
<td>$154.39</td>
<td>$74,103.20</td>
<td>7/1/2020</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>$600.73</td>
<td>$31.64</td>
<td>$15,187.68</td>
<td>7/1/2020</td>
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<tr>
<td>215 Hancock2</td>
<td>$120,000</td>
<td>2016</td>
<td>2048</td>
<td>3.5</td>
<td>$565.87</td>
<td>$565.87</td>
<td>$119,590.77</td>
<td>Current</td>
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<tr>
<td>Tompkins Community Action (Hamil Giannelis)</td>
<td>$84,200</td>
<td>2018</td>
<td>2039</td>
<td>2.5</td>
<td>$446.54</td>
<td>$446.54</td>
<td>$78,514.27</td>
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<tr>
<td>Tompkins Community Action Relocation Loan</td>
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<td>2018</td>
<td>2029</td>
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<td>Scattered Site Preservation</td>
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<td>2018</td>
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<td>N/A</td>
<td>N/A</td>
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<td>2014</td>
<td>2020</td>
<td>2.5</td>
<td>$888.37</td>
<td>$888.37</td>
<td>$4,290.85</td>
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<tr>
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<td><strong>2014</strong></td>
<td><strong>2020</strong></td>
<td><strong>2.5</strong></td>
<td><strong>$3,890.40</strong></td>
<td><strong>$2,938.29</strong></td>
<td><strong>$500,455.66</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>CD-RLF Priority Business</strong></th>
<th><strong>Original Loan</strong></th>
<th><strong>Year</strong></th>
<th><strong>First Due</strong></th>
<th><strong>Due</strong></th>
<th><strong>Month</strong></th>
<th><strong>Loan Balance</strong></th>
<th><strong>Status</strong></th>
<th><em><em>Date</em> Made</em>*</th>
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<tr>
<td>Delante2</td>
<td>$458,500</td>
<td>2009</td>
<td>2029</td>
<td>2</td>
<td>$1,741.06</td>
<td>$542.70</td>
<td>$330,144.10</td>
<td>7/1/2020</td>
</tr>
<tr>
<td>Delante</td>
<td>$150,000</td>
<td>2010</td>
<td>2023</td>
<td>2.5</td>
<td>$1,954.31</td>
<td>$1,954.31</td>
<td>$119,590.77</td>
<td>Current</td>
</tr>
<tr>
<td>Liquid State Brewing Company</td>
<td>$200,000</td>
<td>2017</td>
<td>2037</td>
<td>3.5</td>
<td>$1,159.92</td>
<td>$386.85</td>
<td>$185,687.68</td>
<td>7/1/2020</td>
</tr>
<tr>
<td>Urban Core</td>
<td>$400,000</td>
<td>2019</td>
<td>2029</td>
<td>3.5</td>
<td>$3,955.43</td>
<td>$3,955.43</td>
<td>$394,414.34</td>
<td>Current</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>$2,152.91</td>
<td>$83,081.39</td>
<td>Current</td>
</tr>
<tr>
<td><strong>TOTAL CD-RLF PRIORITY BUSINESS</strong></td>
<td><strong>$1,358,500</strong></td>
<td><strong>2015</strong></td>
<td><strong>2023</strong></td>
<td><strong>3.5</strong></td>
<td><strong>$3,890.40</strong></td>
<td><strong>$1,159.92</strong></td>
<td><strong>$1,263,188.13</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>CDBG</strong></th>
<th><strong>Original Loan</strong></th>
<th><strong>Year</strong></th>
<th><strong>First Due</strong></th>
<th><strong>Due</strong></th>
<th><strong>Month</strong></th>
<th><strong>Loan Balance</strong></th>
<th><strong>Status</strong></th>
<th><em><em>Date</em> Made</em>*</th>
</tr>
</thead>
<tbody>
<tr>
<td>215 Hancock2</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>N/A</td>
</tr>
<tr>
<td><strong>TOTAL NON-CDBG</strong></td>
<td><strong>$1,358,500</strong></td>
<td><strong>2016</strong></td>
<td><strong>2048</strong></td>
<td><strong>2</strong></td>
<td><strong>N/A</strong></td>
<td><strong>N/A</strong></td>
<td><strong>$1,263,188.13</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>HODAG</strong></th>
<th><strong>Original Loan</strong></th>
<th><strong>Year</strong></th>
<th><strong>First Due</strong></th>
<th><strong>Due</strong></th>
<th><strong>Month</strong></th>
<th><strong>Loan Balance</strong></th>
<th><strong>Status</strong></th>
<th><em><em>Date</em> Made</em>*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breckenridge Place</td>
<td>$600,000</td>
<td>2012</td>
<td>2043</td>
<td>2</td>
<td>$2,217.72</td>
<td>$2,217.27</td>
<td>$497,207.95</td>
<td>Current</td>
</tr>
<tr>
<td><strong>TOTAL HODAG LOANS</strong></td>
<td><strong>$600,000</strong></td>
<td><strong>2012</strong></td>
<td><strong>2043</strong></td>
<td><strong>2</strong></td>
<td><strong>$2,217.72</strong></td>
<td><strong>$2,217.72</strong></td>
<td><strong>$497,207.95</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>HOME</strong></th>
<th><strong>Original Loan</strong></th>
<th><strong>Year</strong></th>
<th><strong>First Due</strong></th>
<th><strong>Due</strong></th>
<th><strong>Month</strong></th>
<th><strong>Loan Balance</strong></th>
<th><strong>Status</strong></th>
<th><em><em>Date</em> Made</em>*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cayuga Flats</td>
<td>$100,000</td>
<td>2020</td>
<td>2070</td>
<td>0</td>
<td>N/A</td>
<td>N/A</td>
<td>$93,116.00</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>TOTAL HOME</strong></td>
<td><strong>$576,923</strong></td>
<td><strong>2020</strong></td>
<td><strong>2070</strong></td>
<td><strong>0</strong></td>
<td><strong>N/A</strong></td>
<td><strong>N/A</strong></td>
<td><strong>$682,229.66</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL IURA LOAN PORTFOLIO</strong></td>
<td><strong>$5,265,988</strong></td>
<td><strong>2014</strong></td>
<td><strong>2029</strong></td>
<td><strong>0</strong></td>
<td><strong>N/A</strong></td>
<td><strong>N/A</strong></td>
<td><strong>$4,827,640.91</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Notes**
1. State Theatre was extended/balloon payment now due in March 2020
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 11/1/2015. 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 payts are due for the first 15 months. Interest rate is adjustable every five years. P&I payments begin 1/1/2018.
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 (2) have a maximum 24 month construction 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 8/30/2017 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>7/29/2020</td>
</tr>
<tr>
<td>Yearly Maintenance Fee - July</td>
<td></td>
<td></td>
<td>$ 236.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Precision Filters</td>
<td></td>
<td></td>
<td>$ 375.00</td>
<td>Current</td>
<td>7/21/2020</td>
</tr>
<tr>
<td>Yearly Maintenance Fee - July</td>
<td></td>
<td></td>
<td>$ 375.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cayuga Green</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allpro Parking - air rights lease</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Lease</td>
<td>$ 2,937.00</td>
<td></td>
<td></td>
<td>Past Due - owes July 2020</td>
<td>7/13/2020</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></td>
<td></td>
<td></td>
<td>Past Due - owes June &amp; July 2020</td>
<td>5/13/2020</td>
</tr>
<tr>
<td>Monthly Lease-rate change on 2/1/2019</td>
<td>$ 6,784.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cinemapolis</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Lease-rate change on 5/1/19</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>Qrtly Maint Fee- Jan., April, July, Oct.</td>
<td>$ 293.75</td>
<td></td>
<td></td>
<td>Current</td>
<td>7/14/2020</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>Other Leases</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Southside Community Center-RIBS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Lease -New rate 7/1/19</td>
<td>$ 468.41</td>
<td></td>
<td></td>
<td>Current</td>
<td>7/8/2020</td>
</tr>
<tr>
<td>Farmer's Market/Steamboat Landing</td>
<td></td>
<td></td>
<td>$ 8,719.00</td>
<td>Current</td>
<td>6/9/2020</td>
</tr>
</tbody>
</table>
IURA/City of Ithaca CDBG Response to COVID-19 Pandemic
As of July 15, 2020

The IURA adopted a two-prong approach to select activities to be funded in response to the COVID-19 Pandemic:
  • Directed activities to address priority needs where a capable sponsor is pre-identified, and
  • Activities selected through an open competitive process, and

The IURA identified the following priority community needs:
  1. Renter households whose ability to pay rent has been reduced by COVID-19 impacts
  2. COVID-related relief, prevention, or recovery for persons experiencing homelessness
  3. Small businesses adversely impacted by public health mandates and guidelines
  4. Anchor non-profit entities with at least 51% earned income adversely impacted by public health mandates and guidelines

Funding Sources:

$ 140,000 ED Loan Fund - CDBG
$ 321,299 Round #1 CDBG-CV award to City of Ithaca for project funding
$ 29,753 Reprogrammed 2018 CDBG funds - Neighbor-to-Neighbor
$ 491,052

Uses of Funds:

Directed Allocation to Address Priority Needs
$ 140,000 AFCU - Small Business Resiliency Fund - assist 28 LMI microenterprises (completed)
$ 190,000 INHS - Emergency Rental Assistance Program - assist 48 LMI tenant households (projected)

Allocation via Competitive RFP Selection Process
$ 25,600 DICC - DICC Child Care Center Reopening Assistance - assist 42 LMI children (projected)
$ 25,000 Catholic Charities - Security Deposits for Safer Housing - assist 15 LMI households (projected)
$ 20,000 The REACH Project, Inc. - COVID-19 Testing for Vulnerable Populations - assist 350 LMI individuals (projected)
$ 20,000 Salvation Army of Ithaca - COVID-19 Mortgage & Emergency Ass. Program - assist 6-8 LMI households (projected)
$ 11,000 OAR - Laundry & Internet Needs During COVID-19 - assist 200 LMI households and 40 LMI students (projected)
$ 10,879 Catholic Charities - Aid for Immigrants During COVID-19 - assist 25 LMI individuals (projected)
$ 10,000 Child Development Council - Ithaca CARES - ReOpening Child Care - assist 712 LMI children (projected)

Remaining Funds Available to Address COVID-19 Needs
$ 8,820 CDBG-CV
$ 29,753 Reprogrammed 2018 CDBG funds
$ 38,573 Balance available for allocation via solicitation (or competitive selection process)
The property to be auctioned is an 8.162± acre parcel with extensive frontage on the Cayuga Inlet. The property has historically been used as a NYS Department of Transportation Maintenance facility. The site is accessible from Third Street Extension. A portion is encumbered by an easement for the Cayuga Waterfront Trail.

Property Details

Deed: Various

Tax Map ID: Portion of 37-1-1

Property Description: The site is currently improved with an office building containing 15,220 square feet and a 4,000 square foot storage building. Additional improvements include access driveways and paved parking areas, which accommodate approximately 45 vehicles.

Lot Size: 8.162± acres; 0.781 acre± encumbered by Cayuga Waterfront Trail; 7.381± usable.

Taxes: State-owned real property is exempt from taxes. Prospective buyers should contact the local assessor for further information:

Jay Franklin, Director
Tompkins County Assessment Office
128 E. Buffalo St.
Annex Building C
Ithaca, NY 14850
Phone: 607-274-5517

Zoning: State-owned property is exempt from local zoning. However, the property is within an area designated as MD-Market District. Prospective buyers should contact the local zoning department for further information:

City of Ithaca Department of Zoning
Gino Leonardi, Zoning Administrator
108 E. Green St.
3rd Floor
Ithaca, NY 14850
Phone: 607-274-6513
Fax: 607-274-6558

Utilities: Electricity, telephone, cable, natural gas, public water and sewer.


Environmental: Prospective bidders are welcome to investigate the environmental condition of the premises as it relates to their own individual requirements for their proposed uses. Reasonable accommodations will be made for access.

Historic: In accordance with NYS Office of Parks, Recreation and Historic Preservation Law, the State Historic Preservation Office (SHPO) has determined that the property is not historically significant and does not meet the eligibility criteria for inclusion in the State and National Registers of Historic Places.
**Auction Details**

The property is being sold as is. Please note that the auction will take place at the property site.

**Date and Time of Auction:** Tuesday, September 15, 2020 at 1:00 p.m.

**Bidder Pre-Registration:** Due to COVID-19 and restrictions regarding public gatherings, all parties who intend to bid at the auction are required to pre-register, and only pre-registered parties will be allowed into the auction site. Prospective bidders are limited to no more than two representatives, at OGS discretion. Pre-Registration information is found at www.ogs.ny.gov/nysstore. The pre-registration must be e-mailed to Ithaca.DOT.Auction@ogs.ny.gov by 12:00 noon on Friday, September 11, 2020. To complete this registration process, you will be required to show your cashier’s check deposit and identification to the Auctioneer at the auction site.

**Bidder Check-In:** Bidder check-in begins at 12:00 Noon on September 15, 2020. To be eligible to bid, potential bidders must have completed the bidder pre-registration process, present a valid government-issued identification, and present a certified check or bank draft in the amount of $285,000. See “Terms” below.

Prospective bidders are strongly urged to obtain pre-contract credit clearance and borrowing guidelines from their financial institution. This will assist the bidder in estimating his or her bid range; as well as facilitate the state contract approval process and a timely closing.

**Location:**

NYS Department of Transportation Sub-Residency  
683 3rd Street  
Ithaca, NY 14850

**Minimum Bid:** $2,850,000  
By law, no lower bid can be accepted.

**Broker Commission:** A 2.5% broker commission will be paid by the State of New York to a qualified real estate broker who represents the successful bidder. The Bidder Affidavit and Broker Affidavit must be e-mailed together to Ithaca.DOT.Auction@ogs.ny.gov by 12:00 noon on Friday, September 11, 2020.

**Special Requirements:** Anyone acting as a representative of another person or corporation must verify such capacity in writing. The Authorization to Bid must be e-mailed to Ithaca.DOT.Auction@ogs.ny.gov by 12:00 noon on Friday, September 11, 2020.

**Terms:** A deposit of $285,000 in the form of a certified check or bank draft (made payable to yourself) must be presented to register. The successful bidder will be required to endorse the deposit check to the “Commissioner of General Services.” If applicable, an additional nonrefundable amount will be required, which, together with the initial deposit, shall equal 10 percent of the successful bid. Said amount is to be paid no later than ten business days after notification of acceptance of bid. The balance of the purchase price is due at closing, which shall be held not more than 120 days after approval of the contract of sale by the Office of the State Comptroller.

**Contact Information**

Primary Contact: Dan Quinlan  
Email: daniel.quinlan@ogs.ny.gov  
Phone: 518-486-2886

OGS Land Management Contacts:  
Email: land.management@ogs.ny.gov  
Phone: 518.474.2195  
Tom LaLiberte  
Dale Pinckney  
Bob VanDeloo  
Laura Graham  
Corey Landy

**OGS Legal Contacts:**  
Email: Ithaca.DOT.Auction@ogs.ny.gov  
Phone: 518.474.8831  
Thomas Pohl  
Frank Pallante  
Chad Cook

**COVID-19 Protocol**

Due to conditions related to COVID-19, it is necessary for all parties viewing the property and/or attending the auction to wear a mask, maintain social distancing, and have a temperature screening at the site with a touchless infrared thermometer. Participants will also be asked a series of screening questions. Additional screening information may be found at www.ogs.ny.gov/nysstore. Out of state parties interested in viewing the property and/or attending the auction should comply with the NYS COVID-19 travel advisory found here https://coronavirus.health.ny.gov/covid-19-travel-advisory.

Pre-registration for site tours must be made at least three business days prior to a tour. Please contact Dan Quinlan at (518) 486-2886 or by email at Daniel.Quinlan@ogs.ny.gov with the preferred tour date, a company name if applicable, the names of the individuals taking the tour, an address, and a phone number where participants can be reached on the day of the site tour. Additional dates and times may be available to tour the site by appointment.

**Minimum Bid:** $2,850,000  
By law, no lower bid can be accepted.

**Broker Commission:** A 2.5% broker commission will be paid by the State of New York to a qualified real estate broker who represents the successful bidder. The Bidder Affidavit and Broker Affidavit must be e-mailed together to Ithaca.DOT.Auction@ogs.ny.gov by 12:00 noon on Friday, September 11, 2020.

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New Loan Fund to Support “Anchor” Storefront Businesses in the City of Ithaca Announced

(Ithaca, NY – August 12, 2020)
A new COVID-19 recovery loan fund has launched for anchor storefronts in the City of Ithaca. The fund will provide low-cost economic development loans of between $8,000 and $50,000 to key commercial storefront businesses in the City, including restaurants and retail businesses.

Some storefront businesses, because of the unique service that they provide, because of their longevity, because they draw people to the area, or simply because of their large footprint or critical location, carry particular importance to Ithaca’s economic recovery and positive community identity. The Ithaca Anchor Storefront Recovery Loan Fund will provide targeted loan assistance to help ensure that the re-opening process proceeds successfully for anchor storefront businesses in the City of Ithaca.

The initiative to establish this fund was facilitated by the City of Ithaca Office of Economic Development in collaboration with local economic development agencies including the Downtown Ithaca Alliance, Tompkins Chamber and Small Business Development Center. Community Foundation of Tompkins County has provided consultation to a number of private individuals interested in investing in the fund and they have done so from their own assets. In addition, Community Foundation itself has received a designated gift to be used to invest in the fund as a form of impact investing. Ithaca Neighborhood Housing Services (INHS), a local Community Development Financial Institution (CDFI), will administer the fund and service the loans. A volunteer loan review committee comprised of experienced business owners, financial/lending experts and economic development experts will make loan recommendations to INHS.

Interested businesses can visit the INHS website to download the full program guidelines and application and access information about how to apply. [www.ithacanhs.org/anchorstorefront](http://www.ithacanhs.org/anchorstorefront) Eligible businesses are invited to apply by September 2nd, 2020 to be considered in an initial round of application review.

Tom Knipe
Deputy Director for Economic Development
Department of Planning, Building, Zoning and Economic Development
City of Ithaca
tknap@cityofithaca.org
607-274-6554

Twitter: [@CityIthacaED](https://twitter.com/CityIthacaED)
[COVID-19 Business Resources](https://mailcityofithaca.org/owa/?ae=Item&t=IPM.Note&id=RgAAA...)
Resolution #1244
Ithaca Urban Renewal Agency
September 28, 2006

Inlet Island Waterfront Development Site - Selection of the Preferred Developer

WHEREAS, The Inlet Island Urban Design Plan, which was adopted by the Common Council in November of 1998, recommends the revitalization of Inlet Island by developing an attractive, pedestrian-scale, urban waterfront mixed-use neighborhood, featuring waterfront-enhanced private sector uses linked by the public waterfront promenade, and

WHEREAS, the development site on Inlet Island is composed of approximately 2.5 acres, composed of tax parcels #52-1-1.1, #52-1-1.2, #52-1-1.3, and #43-1-4, owned by the Ithaca Urban Renewal Agency ("IURA") and the City of Ithaca ("City"), and an additional approximately 0.4 acre adjoining parcel of land (tax parcel #43-1-5) for which the City is in negotiations with the State of New York to acquire, and

WHEREAS, subsurface conditions of the development site appear to require remediation of approximately 4,500 to 7,500 cubic feet of contaminated soils from bulk fuel storage uses existing prior to City/IURA ownership, and

WHEREAS, the development site is located within the Urban Renewal Project Boundary Area and redevelopment of the site would further the goals and objectives of the Urban Renewal Plan, and

WHEREAS, on December 7, 2005, the Common Council passed a resolution authorizing the distribution of the Inlet Island Commercial Waterfront Development Request for Proposals ("RFP") and authorizing the Mayor to appoint a Selection Committee to review the responses to the RFP, and to make a recommendation for a preferred sponsor to the Common Council and the Ithaca Urban Renewal Agency, and

WHEREAS, the City issued the RFP, and received three proposals; one was an incomplete proposal, and one was withdrawn, leaving one complete proposal, submitted by Stephen B. Flash on behalf of a prospective Limited Liability Company, Finger Lakes Development LLC, to be formed if selected as the preferred developer, and

WHEREAS, Finger Lakes Development, LLC ("Developer") is an entity to be formed with Stephen B. Flash as managing member, and include the three original members of the Marina Realty of Ithaca LLC; the company that completed environmental remediation and development of the Boatyard Grill restaurant and that owns and manages the Ithaca Boating Center marina, and

WHEREAS, the Stephen B. Flash/Finger Lakes Development LLC proposal proposes environmental remediation of the site; development of an approximately 105-room hotel with 15 condominium units by Cayuga Visions, LLC, which will be the ultimate owner and operator of this portion of the project; development of a five-story, 60,000 sq. ft. multi-use building including, retail, office, and museum uses by Social Ventures, Inc.; renovation of the existing covered boat house and enhanced public access to the waterfront; and surface parking sufficient for this proposed project, and
WHEREAS, the proposal was reviewed by the Selection Committee, which included the City’s consultant from the National Development Council, a representative of the Ithaca Downtown Partnership, a Common Council member, an IURA member, a representative from the Chamber of Commerce, a member of the City’s Conservation Advisory Council, and a member of the Tompkins County Cayuga Lake Watershed Network, and

WHEREAS, the City of Ithaca Department of Planning & Development undertook an analysis of parking supply and demand on Inlet Island that concluded there is a need for additional parking, and

WHEREAS, City Planning & Development Department staff and the Selection Committee recommend retention of a portion of the development site for construction of surface public parking to accommodate existing off-site parking needs, thereby effectively reducing the private sector development site by approximately 0.5 acres and precluding inclusion of the proposed five-story, 60,000 sq. ft. multi-use building to include retail, office, and museum uses by Social Ventures, Inc. on the site, and

WHEREAS, following discussions with the Selection Committee and reviewing the Planning & Development Department’s study of parking supply and demand on Inlet Island, the Developer revised their proposal to the following proposed $17 - $23 million mixed-use project:
  • environmental remediation of the site
  • approximately 100-room hotel
  • 15 condominium units
  • renovation of the existing covered marina structure and enhanced public access to the waterfront
  • potential development of some retail use consistent with the waterfront environment,
  • potential construction of approximately 12 apartments over the existing marina structure, and

WHEREAS, after reviewing the proposal and having interviewed the development team in four separate meetings, the Selection Committee concluded that while the submitted proposal does not exactly address the City’s ideal vision for the Inlet Island development site, the Developer has indicated his commitment to being flexible with his development plans, and is qualified and willing to work with the City and IURA to modify the project to address the following issues raised by the Selection Committee:
  • Urban design
  • Employment, including work force diversity and living wages
  • Project scale
  • Public access, especially by alternative transportation means, including by foot, bicycle, boat and bus
  • public spaces
  • Environmental concerns
  • Project accessory uses, and

WHEREAS, the IURA Economic Development Committee reviewed this matter at their September 12, 2006 meeting and recommended the following; now, therefore, be it

RESOLVED, that the Ithaca Urban Renewal Agency hereby designates Stephen B. Flash as the Preferred Developer and Qualified and Eligible Sponsor for the Inlet Island Development Project, and be it further
RESOLVED, that Stephen B. Flash is hereby authorized to assign the Preferred Developer and Qualified and Eligible Sponsor designation to Finger Lakes Development, LLC upon its creation and disclosure to the IURA of all principals and/or members, and be it further

RESOLVED, that the IURA recognizes that the revised development proposal submitted is not in complete alignment with the City’s original vision for development on Inlet Island, but the Developer and the City/IURA will work towards an agreement on the following issues raised by the Selection Committee, and any additional issues that may arise:

- Urban design
- Employment, including workforce diversity and living wages
- Project scale
- Project accessory uses
- Public access, especially by alternative transportation means, including by foot, bicycle, boat and bus and
- Public spaces
- Environmental concerns, and be it further

RESOLVED, that the IURA Chair, with the advice of the IURA Attorney, is hereby authorized and directed to negotiate and execute a Preferred Developer Agreement with Stephen B. Flash, or his IURA-authorized assignee, for the Inlet Island Commercial Waterfront Development project and that this agreement shall cover topics such as:

1. Project Site – define the boundaries of the project site available for private-sector development;
2. Site Control - provide the Developer with access and site control to seek approvals and financing and guarantee that the City/IURA will not sell the project site to another developer during the term of the agreement;
3. Future Property Conveyance - Identify conditions for future conveyance of the project site to the Developer, including a schedule of project milestones and defining the process for public input as the project continues to be refined;
4. Developer Responsibilities - List of the responsibilities and contingencies of the Developer;
5. City/IURA Responsibilities - List of the responsibilities and contingencies of the City/IURA; and
6. Term – state the term of the agreement.
Designation of a Preferred Developer for the Inlet Island Waterfront Development - Resolution
By Alderperson Tomlan: Seconded by Alderperson Zumoff
WHEREAS, The Inlet Island Urban Design Plan, which was adopted by the Common Council in November of 1998, recommends the revitalization of Inlet Island by developing an attractive, pedestrian-scale, urban waterfront mixed-use neighborhood, featuring waterfront-enhanced private sector uses linked by the public waterfront promenade, and

WHEREAS, the development site on Inlet Island is composed of approximately 2.5 acres, composed of tax parcels #52.-1-1.1, #52.-1-1.2, #52.-1-1.3, and #43.-1-4, owned by the Ithaca Urban Renewal Agency (“IURA”) and the City of Ithaca (“City”), and an additional approximately 0.4 acre adjoining parcel of land (tax parcel #43.-1-5) for which the City is in negotiations with the State of New York to acquire, and

WHEREAS, subsurface conditions of the development site appear to require remediation of approximately 4,500 to 7,500 cubic feet of contaminated soils from bulk fuel storage uses existing prior to City/IURA ownership, and

WHEREAS, the City issued the RFP, and received three proposals; one was an incomplete proposal, and one was withdrawn, leaving one complete proposal, submitted by Stephen B. Flash on behalf of a prospective Limited Liability Company, Finger Lakes Development, LLC, to be formed if selected as the preferred developer, and

WHEREAS, Finger Lakes Development, LLC (“Developer”) is an entity to be formed with Stephen B. Flash as managing member, and to include the three original members of the Marina Realty of Ithaca, LLC, the company that completed environmental remediation and development of the Boatyard Grill restaurant and that owns and manages the Ithaca Boating Center marina, and

WHEREAS, the Stephen B. Flash/Finger Lakes Development, LLC proposal proposed environmental remediation of the site; development of an approximately 105-room hotel with 15 condominium units by Cayuga Visions, LLC, which will be the ultimate owner and operator of this portion of the project; development of a five-story, 60,000 sq. ft. multi-use building including, retail, office, and museum uses by Social Ventures, Inc.; renovation of the existing covered boat house and enhanced public access to the waterfront; and surface parking sufficient for this proposed project, and

WHEREAS, the proposal was reviewed by the Selection Committee, which included the City’s consultant from the National Development Council, a representative of the Ithaca Downtown Partnership, a Common Council member, an IURA member, a representative from the Chamber of Commerce, a member of the City’s Conservation Advisory Council, and a member of the Tompkins County Cayuga Lake Watershed Network, and
WHEREAS, the City of Ithaca Department of Planning & Development undertook an analysis of parking supply and demand on Inlet Island that concluded there is a need for additional parking, and

WHEREAS, City Planning & Development Department staff and the Selection Committee recommend retention of a portion of the development site for construction of surface public parking to accommodate existing off-site parking needs, thereby effectively reducing the private sector development site by approximately 0.5 acres, and precluding inclusion of the proposed five-story 60,000 sq. ft. multi-use Building to include retail, office and museum uses by Social Ventures, Inc., on site, and

WHEREAS, following discussions with the Selection Committee and reviewing the Department of Planning & Development’s study of parking supply and demand on Inlet Island, the Developer revised its proposal to the following proposed $17 - $23 million mixed-use project:

• environmental remediation of the site
• approximately 100-room hotel
• 15 condominium units
• renovation of the existing covered marina structure and enhanced public access to the waterfront
• potential development of some retail use consistent with the waterfront environment,
• potential construction of approximately 12 apartments over the existing marina structure, and

WHEREAS, after reviewing the proposal and having interviewed the development team in four separate meetings, the Selection Committee concluded that while the submitted proposal does not exactly address the City’s ideal vision for the Inlet Island development site, the Developer has indicated its commitment to being flexible with its development plans, and is qualified and willing to work with the City and IURA to modify the project to address the following issues raised by the Selection Committee:

• Urban design
• Employment, including work force diversity and living wages
• Project scale
• Public access and public spaces, especially by alternative transportation means, including by foot, bicycle, boat and bus
• Public spaces
• Environmental concerns
• Project accessory uses, and

WHEREAS, the Ithaca Urban Renewal Agency recommended the designation of Stephen B. Flash as the Preferred Developer for the Inlet Island Waterfront Development at its September 28, 2006, meeting; now, therefore, be it

RESOLVED, That Common Council does hereby concur with the designation by the IURA to name Stephen B. Flash, as the Preferred Developer for the Inlet Island Waterfront Development, and be it further
RESOLVED, That Stephen B. Flash is hereby authorized to assign the Preferred Developer designation to Finger Lakes Development, LLC upon its creation and disclosure to the IURA of all principals and/or members, and be it further

RESOLVED, That Common Council recognizes that the revised development proposal submitted is not in complete alignment with the City’s original vision for development on Inlet Island, but the Developer and the City/IURA will work towards an agreement on the following issues raised by the Selection Committee, and any additional issues that may arise:

- Urban design
- Employment, including workforce diversity and living wages
- Project scale
- Project accessory uses, especially by alternative transportation means, including by foot, bicycle, boat and bus
- Public access
- Environmental concerns

and be it further

RESOLVED, That the Mayor, with the advice of the City Attorney and approval by Common Council of the terms thereof, is hereby authorized and directed to negotiate and sign a Preferred Developer Agreement exclusively with Stephen B. Flash, or his City-authorized assignee, for the Inlet Island Waterfront Development project and that this agreement shall cover topics including but not limited to:

1. Project Site – define the boundaries of the project site available for private-sector development;
2. Site Control - provide the Developer with access and site control to seek approvals and financing, and guarantee that the City/IURA will not sell the project site to another developer during the term of the agreement;
3. Future Property Conveyance - identify conditions for future conveyance of the project site to the Developer, including a schedule of project milestones and defining the process for public input as the project continues to be refined;
4. Developer Responsibilities - list the responsibilities and contingencies of the Developer;
5. City/IURA Responsibilities - list the responsibilities and contingencies of the City/IURA; and
6. Term – state the term of the agreement.

A Vote on the Main Motion as amended resulted as follows:

Ayes (6) Zumoff, Tomlan, Gelinas, Townsend, Cogan, Clairborne
Nays (2) Berry, Seger
Abstentions (0)

Carried (6-2)
COMMON COUNCIL PROCEEDINGS
CITY OF ITHACA, NEW YORK

Regular Meeting 7:00 p.m. August 1, 2007

PRESENT:
Mayor Peterson
Alderpersons (10) Coles, Seger, Berry, Clairborne, Tomlan, Zumoff, Gelines, Townsend, Cogan, Korherr

OTHERS PRESENT:
City Clerk – Conley Holcomb
City Attorney – Hoffman
City Controller – Thayer
Community Development Director – Bohn
Superintendent of Public Works – Gray
Deputy Director for Economic Development – DeSarno
City Planner - Nicholas

PLEDGE OF ALLEGIANCE:
Mayor Peterson led all present in the Pledge of Allegiance to the American Flag.

ADDITIONS TO OR DELETIONS FROM THE AGENDA:
Environment and Neighborhood Quality Committee:
Alderperson Korherr requested the deletion of item 12.1 - An Ordinance to Amend Chapter 346 of the City of Ithaca Municipal Code entitled "Vehicles & Traffic" Sections 346-1(B) and 346-3(M) Regarding Car Sharing as the committee didn't have time to structure the definition of a car-sharing organization.

No Council Member objected.

PROCLAMATIONS/AWARDS:
Mayor Peterson presented Quarterly Employee Recognition Awards to the following staff members:

The Group Award was presented to Greater Ithaca Activities Center (GIAC) staff members Jenna Stroud, Reuben Sierra, Donya Welch, Lana Milton, and Travis Brooks for the development and implementation of a formal event for pre-teens involved in the youth program at GIAC. The formal event included tuxedos, cocktail dresses, a limousine, presentations, and dinner. The event was extremely well done and had a very positive effect on the youth who were able to participate.

The Individual Award was presented to the City Attorney’s Office Legal Assistant, Dawn Tordel in recognition for her increased work load handling increased Freedom of Information Requests (FOIL) from the Ithaca Journal on a daily basis for numerous police records. Since April 2, 2007 the City has received ninety (90) FOIL requests from the Ithaca Journal. Each report generated by this request requires very careful scrutiny and redaction of sensitive information that sometimes contains very disturbing information. Dawn accomplished this onerous task without complaint and never missed a deadline. She has managed to maintain a positive attitude and get her other work done. She deserves this special recognition for her handling of this difficult and unique burden with great skill, professionalism, and grace.

SPECIAL ORDER OF BUSINESS:
There were no items for special order of business on the agenda.
RESOLVED, That the environmental review of any specific, proposed development involving the subject parcel by a qualified and eligible sponsor selected by the IURA, be conducted separately from and subsequent to this review, once the details of any such proposed development are known and in any case prior to the required approval, by Common Council, of any conveyance of the subject parcel to such a sponsor by the IURA.

Carried Unanimously (9-0)
Alderman Gelinas absent from vote

10.3 **Authorization of Preferred Developer Agreement, Inlet Island Waterfront Development Site – Resolution**

By Alderman Tomlan; Seconded by Alderman Zumoff

WHEREAS, the *Inlet Island Urban Design Plan*, which was adopted by the Common Council on November 4, 1998, calls for the revitalization of Inlet Island by development of an attractive, pedestrian-scale, urban waterfront mixed-use neighborhood, featuring waterfront-enhanced private sector uses linked by a public waterfront promenade, and

WHEREAS, a site exists on Inlet Island for potential development or redevelopment, which site encompasses approximately 2.5 acres, and consists of part or all of Tax Map Parcels #52.-1-1.2 and 43.-1-4, owned by the City of Ithaca ("City"), and Tax Map Parcels #52.-1-1.1 and 52.-1-1.3, owned by the Ithaca Urban Renewal Agency ("IURA"), and which site could be supplemented by an additional, adjoining parcel (Tax Map Parcel #43.-1-5), currently owned by the State of New York, and

WHEREAS, on December 7, 2005, the Common Council authorized the issuance of the Inlet Island Commercial Waterfront Development Request for Proposals ("RFP"), regarding development of this site, and authorized the Mayor to appoint a Selection Committee to review the responses to the RFP, and to make a recommendation for a preferred developer to the Common Council and the Ithaca Urban Renewal Agency, and

WHEREAS, the City issued the RFP, and received three proposals; one was an incomplete proposal, and one was withdrawn, leaving one complete proposal, submitted by Stephen Flash, in the name of Finger Lakes Development, a prospective limited liability company, and

WHEREAS, it is the intention of Stephen Flash to form Finger Lakes Development ("FLD") as a limited liability company with Stephen Flash as managing member, one of the three original members of Marina Realty of Ithaca, LLC, the company that completed environmental remediation for and development of the Boatyard Grill Restaurant and that owns and manages the Ithaca Boating Center marina, and

WHEREAS, the FLD proposal (dated 2/28/06) was reviewed by the Selection Committee, which included the City’s consultant from the National Development Council, a representative of the Ithaca Downtown Partnership, a Common Council member, an IURA member, a representative from the Chamber of Commerce, a member of the City’s Conservation Advisory Council, and a member of the Tompkins County Cayuga Lake Watershed Network, and

WHEREAS, the initial FLD proposal included environmental remediation of the site; development of a 5-story building including an approximately 105-room nationally-franchised hotel and 15 condominium units, by Cayuga Visions, LLC, which entity will be the ultimate owner and operator of this portion of the project; development of a 5-story, 60,000-square-foot, multi-use building including, retail, office, and museum uses, by Social Ventures, Inc.; enhanced public access to the waterfront; and surface parking sufficient for this proposed project; and, on an adjacent site owned by a separate entity also managed by Stephen Flash, renovation and upgrading of the area now occupied by the Ithaca Boating Center’s covered marina structure, and

WHEREAS, following discussions with the Selection Committee and review of the Planning and Development Department’s study of parking supply and demand on Inlet
Island (and its recommendation that the City retain a portion of the development site for provision of public parking), FLD revised and scaled down its proposal such that it includes the following:

- environmental remediation of the development site,
- development of 100-room hotel,
- development of 15 condominium units,
- potential development of some retail use consistent with the waterfront environment,
- provision of sufficient parking associated with the above development,
- enhanced public access to the waterfront,

and, on the adjacent Ithaca Boating Center site:

- renovation and upgrading of the existing covered marina structure, and
- potential construction of approximately 12 apartments over the existing marina structure, and

WHEREAS, on October 4, 2006, the Common Council approved the designation of Stephen Flash (and FLD, as his assignee) as the Preferred Developer for the Inlet Island Waterfront Development, with the recognition that the revised FLD proposal “is not in complete alignment with the City’s original vision for development on Inlet Island” and that FLD and the City and IURA would need to work toward an agreement on certain concerns raised by the Selection Committee, including:

- Urban design,
- Employment, including workforce diversity and living wages,
- Project scale,
- Public access, especially by alternative transportation means, including by foot, bicycle, boat and bus,
- Public spaces,
- Environmental concerns, and
- Project accessory uses, and

WHEREAS, in its October 4, 2006, resolution, Common Council authorized and directed the Mayor, with the advice of the City Attorney, to negotiate an exclusive Preferred Developer Agreement with Stephen Flash (or his City-authorized designee), the terms of which would require Common Council approval prior to execution, and

WHEREAS, the City Attorney, IURA staff and Stephen Flash have negotiated the essential terms of a proposed Preferred Developer Agreement, intended to address the concerns previously identified by the Selection Committee and Common Council, and which terms are summarized in the attached “Inlet Island Preferred Developer Agreement – Summary of Proposed Terms,” dated July 18, 2007; now, therefore, be it

RESOLVED, That the Mayor, with the advice of the City Attorney, is hereby authorized to execute an exclusive Preferred Developer Agreement, for the Inlet Island development site, with Finger Lakes Development, LLC (as successor to Stephen B. Flash), provided that the terms thereof are in substantial conformance with the terms described in the document known as “Inlet Island Preferred Developer Agreement – Summary of Proposed Terms,” dated July 18, 2007, which is incorporated herein by reference.

Alderman Tomlan explained that this item comes to Common Council from the Planning and Economic Development Committee without a recommendation. She reviewed the summary of proposed terms of the Inlet Island Preferred Developer Agreement.

Alderman Coles stated that the language on page 10 of the agreement should be clarified to read, “surface parking lot” instead of “public parking facility.” Community Development Director Bohn responded that this was an oversight and has been changed.
Amending Resolution:
By Alderperson Coles: Seconded by Alderperson Seger

RESOLVED, That two additional Whereas Clauses be added to the resolution after the 9th Whereas Clause that would read as follows:

"WHEREAS, the Preferred Developer shall, at a minimum, as the Preferred Developer promised at the Common Council meeting on August 1, 2007, to pay a living wage to all its employees at this site, and

WHEREAS, the Preferred Developer shall, across all pay grades, strive to employ a workforce which will be representative of the City of Ithaca’s diverse demographics, and"

and, be it further

RESOLVED, That the second bulleted item underneath the 9th Whereas Clause be deleted.

Alderson Zumoff stated that he agrees with the concept of the amendment wholeheartedly however the City Attorney has determined that it may not be legal to include the diversity requirements for employment opportunities in the agreement and further noted that it would be difficult for the City to enforce.

City Attorney Hoffman explained that the highest courts have determined that it is discriminatory to impose a quota of people based on race and ethnicity. He further stated that he has conducted research regarding the requirement for the developer to pay a livable wage to the employees but he is not sure how the City could enforce the agreement to pay a livable wage except by going to Court for breach of agreement. He further stated that adding these requirements to the resolution as Whereas Clauses would not be effective as action related items should be contained in the Resolved Clauses.

Alderson Seger stated that he agrees with adding the language to the Resolution for symbolic purposes but also thinks that it should be placed in the developer agreement as well. He stated that penalties should be explored if the terms of agreement are not met.

Alderson Gelinus stated that this language should be included in the resolution to show the developer’s intention to pay a living wage.

Alderson Clairborne stated that he is supportive of the amendment and that page three of the agreement already addresses these issues and suggested that language be modified as appropriate.

Alderson Tomlan explained the endorsement procedure might be the appropriate place to indicate the City’s directive as that is the time when Common Council has an opportunity to vote on the project.

City Attorney Hoffman stated that language could be added regarding the developer’s commitment to paying a living wage and the use of hiring practices intended to foster diversity in the workforce in the resolution as they are goals crucial to Common Council members. If a living wage requirement were to be made, it should be included in a contractual agreement with penalties for violations.

Alderson Cogan stated that the language should be kept in the Whereas clause to make it part of the record, and the language should also be included in the preferred developer agreement.

Alderson Korherr stated that she believes in the concept of the project but questioned what the City could do to enforce requirements in the agreement if the developer fails to comply.
Alderson Berry requested that the hotel issue be clarified and asked if other developments were still possible.

Community Developer Director Bohn explained that the proposed project includes: An 80-100 room anchor hotel, 15 condos, accessibility to the waterfront, improvements to accessory buildings to include apartments and retail space.

**Call the Question:**
By Alderson Seger: Seconded by Alderson Cogan
**RESOLVED**, That the Question be called on the Amending Resolution.

**Carried Unanimously**

A vote on the Amending Resolution resulted as follows:

**Amending Resolution:**
By Alderson Seger: Seconded by Alderson Clairborne
**RESOLVED**, That the Resolved Clause be amended to read as follows:

“**RESOLVED**, That the Mayor, with the advice of the City Attorney, is hereby authorized to execute an exclusive Preferred Developer Agreement, for the Inlet Island development site, with Finger Lakes Development, LLC (as successor to Stephen B. Flash), provided that the terms thereof are in substantial conformance with the terms described in the document known as "Inlet Island Preferred Developer Agreement – Summary of Proposed Terms," dated July 18, 2007, which is incorporated herein by reference, and as further modified to include provisions for a livable wage for all individuals who work in any aspect of the project both in construction and in post-construction operation.”

Mr. Flash explained that the proposal for endorsement would include a contract regarding the payment of a living wage. He further stated that enforceability comes from abatements and that a deed restriction is not needed. The language regarding diversity recruitment and hiring practices would be included at the endorsement stage of the project.

**Call the Question:**
By Alderson Cogan: Seconded by Alderson Coles
**RESOLVED**, That the Question be called on the Amending Resolution.

**Carried Unanimously**

A Vote on the Amending Resolution resulted as follows:

- Ayes (5)  Seger, Coles, Berry, Clairborne, Korherr
- Nays (5)  Cogan, Tomlan, Gelinus, Townsend, Zumoff
- Abstentions (0)

Mayor Peterson voted Nay to break the tie vote

**Motion Failed**

**Motion to Extend Meeting to Midnight:**
By Alderson Cogan: Seconded by Coles
**RESOLVED**, That the meeting be extend to midnight.

- Ayes (7)  Cogan, Coles, Seger, Clairborne, Zumoff, Tomlan, Gelinus
- Nays (3)  Berry, Townsend, Korherr
- Abstentions (0)

**Carried**

Alderson Coles explained that the project would consist of a 100-105 room hotel with parking underneath, 15 condos on top of hotel, a city-owned parking lot, 12 apartments on top of Marina Realty buildings and the developer will be cleaning up a Brownfield area. She stated that in her opinion the City would be cleaning up the Brownfield area via the transfer of property to the developer at no cost and the developer is mandating the size of the building due to the expected clean-up costs. She further explained that
the developer would receive a 10% discount of the total cost of the project in abatements. The City would receive a 25 foot wide trail (promenade) in return. She stated that the developer should go back to the drawing table.

Alderson Korherr stated that what is being proposed does not meet the General Description of the Project (Item #4 in the Preferred Developer Agreement). She further stated that she prefers the community design process so that the public gets to decide what the use should be.

Alderson Berry had questions regarding the parking issue that the Boatyard Grill and Dragon Festival experienced. She stated that in reading through the documentation and the project goals, a hotel is badly needed within the community but she is not sure it would work on this footprint. She wondered whether Common Council should be more involved in the preparation of the request for proposal so that goals of mixed-use development are met. She stressed the need for affordable housing and that the benefits of larger corporations versus the needs of smaller businesses should be carefully considered. She further stated that she admires the work that the Preferred Developer, Steve Flash has done.

Alderson Seger stated that the Preferred Developer Agreement is what is being considered and the terms that are being set cannot be re-visited. He expressed his concern about the following items: an innovative parking solution has not been met, the promenade appears to be a fancy sidewalk on side of property, the city giving the land away when the developer will receive Brownfield grants and incentives as well, project administration fees that will be paid for by the city and the precedent this sets for future agreements. He further stated that the parking and traffic demand is problematic and that the preferred developer agreement has been written in favor of the developer.

Alderson Cogan clarified inaccuracies by stating that the developer wouldn’t be seeking IDA abatements if the Brownfield funding comes through. He agrees that residents have not talked positively about this project and voiced his disappointment that the proposed project wasn’t closer to the original vision for the area. There is only approximately 1.5 acres of developable land. He stated that he would like to give the developer a chance but there is a momentum that starts to grow as projects progress and he feels that there are serious economic issues that still need to be addressed therefore, he cannot support the proposed project.

Alderson Tomlan stated that she has had various thoughts on this project in the past ten months since Council started this process. She noted that the City already has trouble maintaining waterfront property and other parks in the City. She stated that she is not afraid to put the brakes on if the project does not meet the City’s standards. She stated that the current project description is not to her liking, but she would like to see what could be developed.

Alderson Gelas stated that the developer seems to be willing to work on a suitable project for the area, but a hotel is not what Council wanted to see in the space and the community does not want it either, therefore he cannot support the proposal.

Alderson Zumoff stated that it would be a mistake if the City doesn’t let a local, committed and concerned developer submit a project design for Common Council consideration. He explained that that current site is not utilized currently to its full potential and that he predicts that the site will remain that way for a long time if this project does not move forward.

**Call the Question:**
By Alderson Townsend: Seconded by Alderson Gelas
**RESOLVED.** That the Question be called on the Main Motion as Amended.

- Ayes (8)  Coles, Seger, Berry, Zumoff, Tomlan, Gelas, Townsend, Korherr
- Nays (2)  Cogan, Clairborne
- Abstentions (0)

Carried
Main Motion as Amended
A vote on the Main Motion as Amended resulted as follows:

Ayes (4) Clairborne, Zumoff, Townsend, Tomlan
Nays (6) Cogan, Korherr, Coles, Seger, Berry, Gelinas
Abstentions (0)

Failed

Mayor Peterson stated that she was looking forward to this project being a model for area hotels to pay a living wage to their employees, but will support the campaign for living wage in hotels in other ways.

Alderman Gelinas left the meeting at 11:45 p.m.

11. CITY ADMINISTRATION COMMITTEE:
11.1 A Resolution to Enter into a Contract with Ecologic, L.L.C and Authorizing an Increase of Capital Project #700 from 266,356 to $294,708 ($28,352) for the Planning and Design Phases for sediment removal (dredging) in the lower reaches of Cayuga Inlet, the Flood Control Channel, Fall Creek, Cascadilla Creek, and Six Mile Creek

By Alderman Coles; Seconded by Alderman Seger
WHEREAS, on June 9, 2006, Common Council authorized the filing of an application for funds from the New York State Department of State Environmental Protection Fund’s Local Waterfront Revitalization Program in accordance with the provisions of Title 11 of the Environmental Protection Act of 1993 in an amount not to exceed $133,178.00, or 50% of the original estimated project costs for the Planning and Design phases of the project to dredge the lower reaches of Cayuga Inlet, the Flood Control Channel Fall Creek, Cascadilla Creek, and Six Mile Creek, and

WHEREAS, on September 6, 2006, Common Council established Capital Project #700 (in the amount of $266,356) for the Planning and Design Phases for sediment removal (dredging) in the lower reaches of Cayuga Inlet, the Flood Control Channel, Fall Creek, Cascadilla Creek, and Six Mile Creek, and

WHEREAS, in the Fall of 2006, the City was awarded the aforementioned grant funds, and

WHEREAS, in January 2007, the City issued a Request for Proposals for the project, and subsequently received one proposal, from Ecologic, L.L.C. (as lead contractor, and with ERM as subcontractor), the estimated cost of which was $215,408 and,

WHEREAS, staff has reviewed the proposal and interviewed the consultant, and has worked with the consultant to revise the scope of work and the project budget, in order to provide the City with both comprehensive service and with two possible budget scenarios for this project, and

WHEREAS, staff recommends that the City enter into a contract for professional services with Ecologic, L.L.C., for the so-called “preferred scenario,” pursuant to which the consultant assumes many of the tasks that involve providing engineering support and managing the environmental review (SEQR) process, the revised cost of which contract is $236,708, and

WHEREAS, the services offered by Ecologic, L.L.C., do not include sediment testing and analysis, which task will be necessary for this project and would be provided by another, outside consultant yet to be selected, the cost of which service is estimated to be $58,000; now therefore be it

RESOLVED, That Common Council hereby accepts staff’s recommendation that the City enter into a contract for professional services with Ecologic, L.L.C., for the so-called “preferred scenario” as described above, in an amount not to exceed $236,708, and be it further,