Amended

Planning & Economic Development Committee Agenda
Date: October 18, 2023
Time: 6 pm
Location: City Hall, 108 E Green Street, 3rd Floor, Council Chambers
Watch Online: [City of Ithaca Public Meetings YouTube Channel](#)

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Voting Item</th>
<th>Presenter</th>
<th>Time Start</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Call to Order/Agenda Review</td>
<td>No</td>
<td></td>
<td>6:00</td>
</tr>
<tr>
<td>2) Public Comment</td>
<td>No</td>
<td></td>
<td>6:05</td>
</tr>
<tr>
<td>3) Special Order of Business</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4) Announcements, Updates, Reports</td>
<td>No</td>
<td>Tom Knipe, Dep Dir for Economic Dev. Maura Baldiga, Temporary Planner</td>
<td>6:20</td>
</tr>
<tr>
<td>a) Short-term Rentals</td>
<td>No</td>
<td>Yamila Fournier, Senior Planner; Bryan McKracken, Historic Preservation &amp; Neighborhood Planner; Jared Lane, Planner</td>
<td>6:30</td>
</tr>
<tr>
<td>b) Downtown Plan</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5) Action Items (Voting to send to Council)</td>
<td>Yes</td>
<td>Nels Bohn, IURA Director</td>
<td>6:45</td>
</tr>
<tr>
<td>a) RIBS (Recycle Ithaca Bikes) Lease Extension</td>
<td>Yes</td>
<td>Bryan McCracken, Historic Preservation &amp; Neighborhood Planner</td>
<td>7:15</td>
</tr>
<tr>
<td>b) Resolution of Support – Historic Tax Credit Growth and Opportunity Act</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6) Discussion Items</td>
<td>No</td>
<td>Alderperson Ducson Nguyen</td>
<td>7:30</td>
</tr>
<tr>
<td>a) Proposal to Repeal City of Ithaca Municipal Code Section 346-17, “Pedestrian Crossings”</td>
<td>Yes</td>
<td>All</td>
<td>8:00</td>
</tr>
<tr>
<td>7) Review and Approval of Minutes</td>
<td>Yes</td>
<td>All</td>
<td>8:05</td>
</tr>
<tr>
<td>8) Adjournment</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If you have a disability and require accommodations in order to fully participate, please contact the City Clerk at 274-6570 by 12:00 noon on Tuesday, October 17, 2023.
How to Participate in the meeting:

**Register to Speak at the Meeting Via Zoom**

At 9:00 am on the day of the PEDC meeting, a link will be opened on the Committee Webpage for people to register to speak at the beginning of the meeting. **Registration will close at 3:00 pm the day of the meeting in order to allow staff to prepare and distribute an e-mail with the meeting link to the registered speakers.** The first hour of the meeting will be dedicated to public speaking. Based on the total number of speakers, speaking times may be adjusted to fit within the public comment period. In person speakers will be called to speak first in order to decrease density in the room. Remote speakers will be called to speak in the order that they were registered. You must be present in the meeting, however you participate, when it is your turn to speak or you will forfeit your time. Remote speakers may use video or telephone to participate.

**Email Common Council Your Comments**

Written comments can be submitted to Common Council using this form: [PEDC Public Comment Form](#). Comments should be submitted no later than 5:00 pm the day before the meeting in order to give Committee members time to review them. Comments received after 5:00 pm will be saved for consideration at the next meeting.
Lease Extension for RIBs Program at 530 W. Buffalo Street

WHEREAS, the Recycle Ithaca Bicycles (RIBs) program is a non-profit community bicycle shop and youth program operated by the Southside Community Center, Inc. (SSCC) that provides refurbished bicycles in exchange for work hours and offers bicycle repair classes, and

WHEREAS, the RIBs program has operated at a former sewer pump station building owned by the City of Ithaca at 530 W. Buffalo Street (The Premises) since 2008, and

WHEREAS, the City of Ithaca leases The Premises to the Ithaca Urban Renewal Agency (IURA), who in turn subleases The Premises to SSCC for use by the RIBs program, and

WHEREAS, the current monthly rent is $501, which is collected by the IURA and paid over to the City of Ithaca, and

WHEREAS, the lease expired in June 2023, and

WHEREAS, SSCC seeks to relocate the RIBs program to the Southside neighborhood, and

WHEREAS, the City plans to install a new underground sewer pump station at the Premises in 2025 that will restrict site access during construction and reduce the leasable area at the Property, and

WHEREAS, as an initial phase for rebuilding the sewer pump station, the City proposes installation of subsurface piping in the rear yard of The Premises in 2024 in a manner that is not expected to materially interfere with RIBs operations, and

WHEREAS, SSCC agrees to move out of the Premises by January 31, 2025 and requests the current sub-lease agreement be modified to extend the term through January 31, 2025, and

WHEREAS, on August 18, 2023, the IURA approved SSCC’s request for a short-term lease extension conditioned upon Common Council approval and recommends the City/IURA lease agreement be extended through at least January 31, 2025; now, therefore be it

RESOLVED, that the City of Ithaca Common Council hereby approves two amendments to the City/IURA lease for premises at 530 W. Buffalo Street to (1) extend the term of the lease through January 31, 2025 to enable the IURA to extend their sublease with the Southside Community Center, Inc. for the RIBs program, and (2) reserve the right for the City to initiate subsurface sewer pump station piping work on The Property in a manner that does not materially interfere with RIBs operations, be it further

RESOLVED, that the Mayor, subject to review by the City Attorney, is authorized to execute any and all agreements and documents necessary to implement this resolution.
MEMORANDUM

TO: Julie Conley Holcomb, City Clerk
FROM: Wies van Leuken, Ithaca Urban Renewal Agency
RE: Sub-Lease Agreement
City-owned Building at 530 West Buffalo Street
RIBS Program
IURA/Southside Community Center

DATE: June 30, 2008

Enclosed for your records is the fully executed Sub-Lease Agreement between the Ithaca Urban Renewal Agency and the Southside Community Center for the City-owned Building at 530 West Buffalo Street, Ithaca, NY that will be used for the RIBS program.

The Date of the Agreement is June 30, 2008. Please file it with the Lease Agreement between the City and the IURA for the same building. A filing memo is attached for reference.

Retention Period: 2023. Please contact the Ithaca Urban Renewal Agency at the close of the retention period.

Enclosure

cc: Project Files
Nels Bohn, CD Director (Cover Memo only)
Contract Chrono (Cover Memo only)
Olan Mack, Southside Community Center, 305 South Plain Street, Ithaca, NY
Trevor Ford, RIBS, 530 West Buffalo Street, Ithaca, NY

j:\staff\wies\contract monitoring\city clerk- cover memo-contract filing.doc

"An Equal Opportunity Employer with a commitment to workforce diversification."
SUBLEASE AGREEMENT
530 WEST BUFFALO STREET, ITHACA

ITHACA URBAN RENEWAL AGENCY

to

SOUTHSIDE COMMUNITY CENTER, INC.

INDEX

1. LEASE OF THE PROPERTY--------------------------------------------------------------- 3
2. TERM OF LEASE, RENEWAL, TERMINATION---------------------------------------3
3. RENT------------------------------------------------------------------------------------- 4
4. USE OF THE PROPERTY------------------------------------------------------------------- 4
5. CITY’S ACCESS TO PROPERTY---------------------------------------------------------- 5
6. UTILITIES----------------------------------------------------------------------------- 5
7. TAXES FEES, ASSESSMENTS AND LEVIES----------------------------------------------- 5
8. INSURANCE----------------------------------------------------------------------------- 6
9. NO WARRANTIES BY THE IURA--------------------------------------------------------7
10. IMPROVEMENTS------------------------------------------------------------------------- 7
11. RENT ABATEMENT FOR IMPROVEMENTS--------------------------------------------------- 8
12. MAINTENANCE------------------------------------------------------------------------- 9
13. INDEMNITY-----------------------------------------------------------------------------11
14. ASSIGNMENT---------------------------------------------------------------------------12
15. DEFAULT-----------------------------------------------------------------------------12
16. SUCCESSORS AND ASSIGNS-----------------------------------------------------------15
17. FURTHER DOCUMENTS-------------------------------------------------------------------15
18. ACT OF GOD---------------------------------------------------------------------------15
19. ENTIRE AGREEMENT---------------------------------------------------------------------16
20. MODIFICATION OF AGREEMENT--------------------------------------------------------16
21. SIGNING OF LEASE IN COUNTERPARTS-----------------------------------------------16
22. PURPOSE OF PARAGRAPH HEADINGS---------------------------------------------------16
23. ATTORNEY’S FEES---------------------------------------------------------------16
24. NO WAIVER------------------------------------------------------------------------16
25. NEW YORK LAW--------------------------------------------------------------------17
26. SEVERABILITY---------------------------------------------------------------------17
27. WAIVERS--------------------------------------------------------------------------18
28. NOTICES--------------------------------------------------------------------------18

THIS SUBLEASE is made on __________________, 2008 by and between the ITHACA URBAN
RENEWAL AGENCY, an urban renewal agency created pursuant to the General Municipal Law of the
State of New York, with offices at 108 East Green Street, Ithaca, New York 14850 (hereafter called
“IURA” or “Sublessor”) and SOUTHSIDE COMMUNITY CENTER, INC., a not-for-profit corporation
incorporated pursuant to the laws of the State of New York, with offices at 315 South Plain Street, Ithaca,
New York (hereafter called “SSCC” or “Sublessee”).

INTRODUCTION

The City of Ithaca (hereafter called “the City”) is the owner of property known as 530 West
Buffalo Street, Ithaca, New York, which is known as City of Ithaca tax parcel number 59.-3-22. The
Property consists of a parcel of land approximately 4,450 square feet in size, (“the Land”), with a
masonry building on the land of approximately 1,050 square feet in size (“the Building”). The Land and
the Building are hereafter called “the Property”.

The Common Council of the City of Ithaca, by resolutions adopted on February 7, 2007 and May
2, 2007 respectively, approved the lease of the Property to the IURA and the sublease of the Property by
the IURA to Southside Community Center, Inc. ("SSCC") for use by its Recycle Ithaca's Bicycles ("RIBS") program.

The IURA adopted a resolution on December 21, 2006 and approved leasing the Property from the City. The IURA adopted a resolution on March 22, 2007 and approved the lease of the Property to SCC. The IURA wants to lease the Property to SCC and SCC wants to lease the Property from the IURA on the terms and conditions described in this Lease.

NOW, THEREFORE, in consideration of the Property and the respective undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. **LEASE OF THE PROPERTY.**

2. The IURA leases the Property to SCC, in exchange for the rent and other agreements in this Lease. **TERM OF LEASE, RENEWAL, TERMINATION.**

   a. **Initial term:** The initial term of this Lease is five (5) years, beginning on the date this Lease is signed.

   b. **Renewal after the Initial Term:**

      i. SCC has the option to renew this lease for two more periods of five years each for a total of fifteen years.

      ii. This Lease will automatically renew for two (2) more periods of five years after the initial term expires, unless SCC provides written notice to the IURA that it does NOT want to renew the lease. The notice must be given at least 120 days before the lease term ends. SCC shall let the IURA know in writing no later than **March 3, 2013** if it does NOT want to renew for a second five-year term, and no later than **March 3, 2018** if it does NOT want to renew for a third five-year term. If SCC does not give the IURA notice, the lease will automatically be renewed for another five year term.
iii. Rent for each year of the renewal term shall be determined in accordance with the provisions of paragraph 3 below.

c. Termination of Lease.

i. SCC may terminate the lease on at least thirty (30) days’ written notice to the IURA.

ii. The IURA may terminate this lease if

(a) the IURA determines that the Property is unsafe; or

(b) SCC is in default (as defined in paragraph 15).

3. RENT.

a. During the first year of this Lease, rent will be $400.00 per month.

b. The rent will increase each year on the anniversary date of this Lease in the same percentage as the increase in the Consumer Price Index for the most recent twelve month period which is available thirty days prior to the anniversary date of this Lease over the preceding year. The IURA will calculate the increase in rent each year and give SCC written notice of the new rent amount.

c. Rent will be due on the first day of each and every month.

d. SCC’s obligation to pay utilities (pursuant to par. 6 of this Lease), taxes, fees, assessments and levies (pursuant to par. 7 of this Lease) and insurance (pursuant to par. 8 of this Lease) shall be Added Rent.

4. USE OF THE PROPERTY.

a. SCC will use the Property only for the Recycle Ithaca’s Bicycles (“RIBS”) program. This program is a non-profit community bicycle shop and youth program operated by SCC that provides refurbished bicycles in exchange for work and offers bicycle repair classes.
b. The use of the Property must at all times comply with the Site Plan of the Property dated October 25, 2006 and approved by the Department of Planning and Economic Development of the City (“the Site Plan”). A copy of the Site Plan is attached hereto as Exhibit A.

c. SSCC agrees to comply with all federal, state, county and municipal laws, regulations and ordinances affecting the Property or any portion thereof. SSCC will obtain and in force during the term of this Lease all permits, authorizations and licenses necessary for their use or operation of the Property and for making alterations or improvements to the Property.

5. **CITY’S ACCESS TO PROPERTY.**

a. This Lease is subject to an easement to the City and its assigns. The City has unrestricted and unobstructed access to the Property to maintain and repair existing utility facilities on the Property. Such utilities include, but are not limited to, a below-grade sewage pump station and an above-grade traffic signal controller cabinet, both located at the southwest corner of the Property.

b. The City may access the Property to conduct a structural inspection on reasonable notice to SSCC.

6. **UTILITIES.**

a. The City shall be responsible for establishing natural gas and electric service to the Building. The parties acknowledge that such service has already been established.

b. SSCC will pay all utility charges associated with its use of the Property, including, but not limited to, water, sewer, electricity, natural gas, telephone, cable and any other commodities or services furnished to or for the Property, or any part thereof, during the Term of this Lease.

c. If utility metering or billing practices do not allow direct billing to SSCC, SSCC will
reimburse the City or the IURA for such utility costs.

7. **TAXES, FEES, ASSESSMENTS AND LEVIES.**
   a. SSCC will pay to the appropriate authority or authorities all taxes billed to the City or IURA by third parties before it is due, and will deliver proof payment thereof to the IURA before the due date.
   b. SSCC has the right, upon prior written notice to the City and IURA, to contest or review the amount, applicability or validity of any taxes and all assessments or levies of such taxes by one or more appropriate lawful proceedings, which, if instituted, shall be diligently conducted by SSCC in good faith at its own cost and expense, and free of any expense to the IURA or City; and, if necessary, in the name of the City or IURA. The City or IURA will, upon the request of SSCC, execute all documents reasonably necessary to accomplish such contest or review. SSCC shall indemnify and hold the City and the IURA harmless from and against all claims arising out of such contest or review conducted by SSCC.
   c. If at any time the Property or any part thereof shall then be imminently subject to forfeiture, SSCC will, notwithstanding any pending contest or review, either pay such Taxes or post such bonds as the taxing authority may require to prevent such forfeiture.

8. **INSURANCE.**
   a. **SSCC’s Insurance.** At all times during the Term of this Lease, SSCC will, at its sole cost and expense, obtain and maintain insurance against the hazards and liabilities, and in the amounts listed in this Lease.
   b. Certificates of all policies for such insurance shall be delivered to the IURA annually upon the anniversary date of this Lease and each time when there is any change in the insurance coverage.
c. All policies of insurance provided for herein shall be in such form and include such
deductibles, endorsements and waivers and be with such insurance companies as shall be
reasonably designated or approved by the IURA in writing. All such policies shall name
the City and the IURA as insureds thereunder, all as their respective interests may appear.
All such policies shall provide that the same may not be canceled or amended without at
least thirty (30) days’ prior written notice being given by the insurer to all insureds
thereunder. Such insurance shall include at least the following:

i. **Public liability insurance:** Comprehensive general liability insurance with liability
   limits of at least $1,000,000 for injury or death to one or more persons arising from
   any occurrence, including $100,000 for property damage) with combined bodily
   injury and broad form property damage coverage and protecting the City (and the
   City’s designees) and the IURA, against any and all claims for damages to person
   or property or for loss of life, for personal injury or to property occurring upon, in
   or about the Property.

ii. **Casualty insurance:** SSCC shall reimburse the City for the cost of “all risk”
    insurance on the Property insuring the Property at its replacement cost, with no co-
    insurance and with a deductible not to exceed $5,000.00. The reimbursement shall
    be paid to the City within 30 days of receipt of a bill from the City.

iii. **Mandatory insurance:** All insurance required by any ordinance, law or
governmental regulation.

iv. **No Work Without Insurance:** SSCC shall not make any alterations, repairs or
    installation, or perform work to or on the Property unless prior to the
    commencement of such work SSCC shall obtain (and during the performance of
    such work keep in force) builder’s risk, public liability and worker’s compensation
insurance to cover every contractor to be employed, and any other insurance reasonably required by the City. Prior to commencement of such work, the IURA shall deliver originals or certificates of such insurance policies to the City as required by this Lease.

9. **NO WARRANTIES BY THE IURA.** SCC acknowledges that SCC has full knowledge of all matters pertaining to the condition of the Property and that, except as otherwise provided herein, SCC is leasing the Property “AS IS”. The IURA shall not be required to perform any work or furnish any materials in connection with SCCs occupancy of the Property other than as provided herein.

10. **IMPROVEMENTS**

   a. SCC may make repairs and improvements to the Building, provided that it gets written approval from the IURA before the work is done. If the repair or improvement is a structural alteration of, or addition to, the Building, SCC must also obtain written approval from the City before the work is done.

   b. The following improvements are shown on the Site Plan and have been approved:

      i. Perimeter privacy fence screening all outdoor storage and donated bicycles and bicycle parts;

      ii. Storage shed in northeasterly corner of property within confines of fence and pursuant to a building permit;

      iii. Attached deck along westerly side of rear portion of building, pursuant to a building permit.

11. **RENT ABATEMENT FOR IMPROVEMENTS.** SCC can apply for abatement of up to 50% of its monthly rent based on costs it incurred to improve the Property. The conditions for abatement are:
a. The improvement must be approved as explained in paragraph 10 before the work is done.
b. Volunteer labor must be performed by a reputable tradesperson and documented with a
detailed bill on their business letterhead.
c. A repair, improvement, or a group of related improvements, must be costly (it must cost
more than $400).
d. Structural inspections required by paragraph 12(d) can qualify for abatement.
e. SCC must provide documentation of the cost of the improvements or repairs to the IURA,
and the documentation must be satisfactory to the IURA. The IURA can require additional
documentation from SCC.
f. The IURA will determine the reasonable direct cost of the improvements. The IURA will
make this decision.
g. There will not be a cash payment to SCC for improvements under any circumstances.
h. If a repair or improvement is funded from CDBG (Community Development Block Grant)
funds, SCC will qualify for a rent abatement of 15% of the CDBG funds expended for the
improvement upon receipt of proof of completion of the improvement. For example, if the
amount of CDBG funds used for improvements is $26,000, the amount of rent abatement
will be $3,900.00.
i. The IURA will make a written decision stating the amount of any abatement for
improvements or repairs.

12. **MAINTENANCE**

a. SCC, at its own cost and expense, will remedy pre-existing deficiencies of the Property
and keep and maintain the Property, including its structural elements in good, orderly,
clean and safe condition and as otherwise required by this Lease.

b. SCC’s maintenance responsibility shall include, but not be limited to, the following:
i. Keep and maintain the windows, doors and exterior nonstructural walls in good, orderly, clean and safe condition. Any broken windows shall be replaced within forty-five (45) days of glass breakage.

ii. Keep and maintain the exterior of the Building and Land in a neat and orderly fashion in accordance with the Site Plan.

iii. Maintain and repair all structural elements of the Building, including, but not limited to, the roof, interior and exterior walls, foundation, sidewalk, drainage systems and any building systems, including any future heating system, hot water heaters, plumbing, air conditioning and air ventilation.

iv. Maintain the sidewalks and walkways adjoining the Property, including, but not limited to, snow and ice removal;

v. Remove graffiti removal from all fencing on the Premises and exterior walls of the Building;

vi. Remove litter from the Property.

c. **Outdoor storage.** There shall be no outdoor storage on the Property unless it is reasonably screened from public streets and adjacent residential premises and in accordance with the Site Plan, and any amendments thereof approved by the City.

d. **Structural inspection.**

i. SSCC must have a structural inspection of the Building conducted by a licensed structural engineer at least once every two years. If the structural engineer determines, in writing such inspections are required less frequently, the inspections will occur at intervals determined by the structural engineer.

ii. The findings of such inspection and any recommendations shall be submitted to the City and the IURA
iii. SCC must diligently implement the recommendations of the structural engineer within a reasonable time as a condition of continuing to occupy the Property.

iv. SCC must immediately vacate any portion of the Property deemed unsafe by the structural engineer and/or the City and/or the IURA.

e. The City and the IURA, its employees, agents and servants may at all reasonable times and from time to time, with prior notice to SCC (but without notice in case of emergency as determined by the City or the IURA in good faith), enter the Property for the purpose of inspecting, surveying, measuring or preserving the Property or any part thereof.

f. At the option of the City and/or the IURA, the City and/or IURA may make repairs or improvements that SCC has to make under this lease, but the City and/or IURA does not have to do so. The City and/or IURA will give SCC 30 days’ written notice, except in an emergency, if it intends to make any such repairs or improvements. SCC will be responsible for the cost of such repairs and improvements as added rent.

g. When the Lease expires or is terminated, all improvements which cannot be removed from the Property without damaging the property will become the property of the City, including but not limited to, plumbing, lighting, electrical, HVAC, fire detection and suppression systems and fencing.

13. **INDEMNITY.**

a. SCC shall hold harmless and indemnify the IURA from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney’s fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, a) the death or loss of or damage or injury to person or property resulting from or caused by or claimed to have resulted from or been caused by: 1) the construction, use, operation, condition or lack of repair of the
Property or any real or personal property at any time or times thereon, or 2) any act or
ting done or omitted to be done by SSCC, its agents, employees, servants, invitees, or,
without limitation, any other person or persons other than the IURA or its employees; or b)
any failure on the part of SSCC to perform or comply with any of SSCC’s covenants,
obligations or liabilities hereunder; or c) any storage, handling or disposal of any
flammable explosives, hazardous or toxic substances on or from the Property, or any
leakage or contamination attributable to any underground tanks or other equipment, placed
on the Property by or at the direction of SSCC.

b. SSCC shall hold harmless and indemnify the IURA from and against any claim, penalty,
loss, damage, charge, liability or expense (including, without limitation, reasonable
attorney’s fees, both at trial and on any appeal or up to any settlement) threatened,
sustained or incurred by reason of, directly or indirectly, the actions or omissions, relating
to the Property, of SSCC, its agents, employees acting in official capacity, invitees and
guests.

c. The IURA shall hold harmless and indemnify SSCC from and against any claim, penalty,
loss, damage, charge, liability or expense (including, without limitation, reasonable
attorney’s fees, both at trial and on any appeal or up to any settlement), threatened,
sustained or incurred by reason of, directly or indirectly, a) the death or loss of or damage
or injury to person or property resulting from or caused by or claimed to have resulted from
or been caused by any act or thing done or omitted to be done by the IURA, its agents,
employees, servants, invitees, or, without limitation, any other person or persons other than
SSCC or its employees; or b) any failure on the part of the IURA to perform or comply
with any of the IURA’s covenants, obligations or liabilities hereunder; or c) any storage,
handling or disposal of any flammable explosives, hazardous or toxic substances on or
from the Property, or any leakage or contamination attributable to any underground tanks
or other equipment, whether formerly situated on the Property or to be placed on the
Property by or at the direction of the IURA.

   d. The IURA shall hold harmless and indemnify SSCC from and against any claim, penalty,
      loss, damage, charge, liability or expense (including, without limitation, reasonable
      attorney's fees, both at trial and on any appeal or up to any settlement) threatened,
      sustained or incurred by reason of, directly or indirectly, the actions or omissions, relating
      to the Property, of the IURA, its agents, employees acting in official capacity, invitees and
guests.

14. **ASSIGNMENT.** SSCC shall not assign, sublet, or mortgages SSCC's interest in the Property
without prior written consent of the IURA.

15. **DEFAULT.**

   a. Events of default: The occurrence of any one of the following events shall constitute an
      event of default by SSCC under this Lease:

      i. SSCC shall fail to pay all or any portion of any installment of Rent or Added Rent
         when due, when such failure shall continue for a period of ten (10) days after
         provision of written notice pursuant to paragraph 28 of this sublease.

      ii. SSCC shall abandon the Property.

      iii. SSCC shall fail to comply with any term, provision or covenant of this Lease not
           involving the payment of money, and shall not cure such failure within thirty (30)
           days after written notice thereof by the IURA to SSCC or, if such failure is not
           reasonably susceptible to cure within such thirty (30) day period, SSCC shall not
           commence to cure such failure within such thirty (30) day period or thereafter shall
           not diligently prosecute such cure to completion within a reasonable period of time.
b. Remedies for default: In the event of any default by SSCC under this Lease, then, in addition to and without prejudice to any other right or remedy given hereunder or by law and notwithstanding any waiver of any former breach of covenant, the IURA may:

i. Terminate this Lease, and SSCC’s right to possession of the Property, by giving to SSCC a notice of intention to terminate this Lease specifying a day not earlier than ten (10) days after the date on which such notice of intention is given and, upon the giving of such notice, the term of this Lease and all right, title and interest of SSCC hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term, whereupon SSCC shall immediately surrender the Property to the IURA, and if SSCC fails to do so, the IURA may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Property and expel or remove SSCC without being liable for prosecution or any claim of damages therefore and SSCC agrees to pay to the City on demand the amount of all reasonable loss and damage which the IURA may suffer by reason of such termination. The IURA shall have a duty to mitigate its losses and damages hereunder.

ii. Terminate this Lease as aforesaid and, upon termination of this Lease, exercise the remedies described in New York Real Property Actions and Proceedings Law, including, without limitation, the right to recover the worth at the time of award of the amount by which the unpaid Rent and Additional Rent for the balance of the Term after the time of award exceeds the amount of such rental loss for the same period that the IURA proves could be reasonably avoided.

iii. So long as the City has not terminated The IURA’s right to possession of the
Property, exercise the remedies described in New York Real Property Actions and Proceedings Law, including without limitation the right to collect, by suit or otherwise, each installment of Rent or payment of Additional Rent that becomes due hereunder, or to enforce, by suit or otherwise, performance or observance of any agreement, covenant or condition hereof on the part of SSCC to be performed or observed.

c. No failure by the IURA to insist upon strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach shall constitute a waiver of any breach or of such covenant, agreement, term, or condition hereof. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party hereto. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

d. In the event of any breach or threatened breach by the IURA of any of the covenants, agreements, terms or conditions contained in this Lease, the City shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

e. Each right and remedy of the City provided for in this Lease, unless the words “sole remedy” or words of similar specific import are used, shall be cumulative and shall be in addition to every other right or remedy provided for in this lease or now or hereafter
existing at law or equity or by statute or otherwise, and the exercise or beginning of the
exercise of the City of any one or more of the rights or remedies provided for in this Lease
or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude
the simultaneous or later exercise by the City of any or all other rights or remedies
provided for in this Lease or now or hereafter existing at law or in equity or by statute or
otherwise.

16. **SUCCESSORS AND ASSIGNS.** Subject to the limitations hereinabove set forth, this Lease and
the terms and provisions hereof shall inure to the benefit of and be binding upon the successors
and assigns of the parties.

17. **FURTHER DOCUMENTS.** The IURA and SSCC will, whenever and as often as it shall be
reasonably requested so to do by the other, execute, acknowledge and deliver, or cause to be
executed, acknowledged and delivered any and all such further confirmation, instruments of
further assurance, and any and all such further instruments and documents as may be reasonably
necessary, expedient or proper, in order to evidence or complete any and all transactions or to
accomplish any and all matters and things provided in this Lease.

18. **FORCE MAJEURE (A/B/A ACT OF GOD.** The period of time during which either party is
prevented or delayed in the performance or the making of any improvement or repairs or fulfilling
any obligation required under this Lease, other than the payment of Rent or Additional Rent, due
to unavoidable delays caused by fire, catastrophe, strikes or labor troubles, civil commotion, Force
Majeure or beyond such party’s reasonable control, shall be added to such party’s time for
performance thereof, and such party shall have no liability by reason thereof; provided, however,
that in no event shall the performance of an obligation under this Lease be deemed prevented or
delayed by any of the foregoing reasons (collectively, “force majeure”) if performance can be (or
could have been) effectuated by, or any default thereof cured by, the proper payment of money
with respect to any such obligation and in no event shall the inability of either party to make
available sufficient funds be deemed to be a force majeure. If either the IURA or SCC shall be
able to perform any of the other party’s obligations hereunder, claimed by the non-performing
party to be subject to force majeure, then the non-performing party’s claim of force majeure shall
be ineffective against the IURA and SCC, as the case may be.

19. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties
respecting the matters herein set forth and supersedes all prior agreements between the parties
hereto respecting such matters.

20. **MODIFICATION OF AGREEMENT.** The covenants and agreements of this Lease cannot be
altered, changed, modified or added to, except in writing signed by the IURA and SCC.

21. **SIGNING OF LEASE IN COUNTERPARTS.** This Lease may be executed in any number of
counterparts, each of which shall be deemed an original and all of which together shall constitute
but one agreement.

22. **PURPOSE OF PARAGRAPH HEADINGS.** The paragraph headings herein contained are for
purposes of identification only and shall not be considered in construing this Lease.

23. **ATTORNEY’S FEES.** If any party obtains a judgment or decree against any other party by
reason of this Lease, reasonable attorney’s fees, as fixed by the court, shall be included in such
judgment or decree.

24. **NO WAIVER.** No waiver by the IURA of any default of SCC or of any event, circumstance or
condition permitting the IURA to terminate this Lease shall be implied or inferred and no written
waiver thereof shall constitute a waiver of any other default of SCC or of any other event,
circumstance or condition permitting such termination, whether of the same or of any other nature
or type and whether preceding, concurrent or succeeding; and no failure on the part of the City to
exercise any right it may have by the terms hereof or by law upon the default of SCC, and no
delay in the exercise of such right, shall prevent the exercise thereof by the City at any time when SSCC shall continue to be so in default and no such failure or delay and no waiver of default shall operate as a waiver of any other default, or as a modification in any respect of the provisions of this Lease. No remedy conferred upon the IURA in this Lease is intended to be exclusive of any other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Lease to the IURA or to which the IURA may otherwise be entitled, including actions in equity for injunctive relief, may be exercised concurrently or independently, from time to time, and as often as may be deemed expedient by the IURA.

25. **NEW YORK LAW.** The Lease shall be construed and enforced in accordance with the laws of the State of New York. Each obligation of SSCC under this Lease constitutes both a covenant and a condition to its rights under this Lease. Neither this Lease nor anything contained herein shall be deemed to make the IURA in any way or for any purpose a partner, joint venturer or associate in any relationship with SSCC other than that of landlord and tenant, nor shall this Lease or any provisions thereof be construed to authorize either to act as agent for the other except as expressly provided in this Lease. The consent or approval by the IURA to or of any act by the SSCC requiring the IURA’s consent or approval shall not be deemed to waive or render unnecessary the IURA’s consent or approval to or of any subsequent similar acts by SSCC.

26. **SEVERABILITY.** Any provision or provisions of this Lease which shall be to any extent in violation of any law or ordinance or which shall prove to be to any extent unenforceable, invalid, void or illegal, shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof, except those provisions which are made subject to or conditioned upon such unenforceable, invalid, void or illegal provision or provisions, shall nevertheless remain in full force and effect. No surrender to the IURA of this Lease or of the Property, or any part thereof or of any interest therein, shall be valid or effective unless provided for in this Lease or
otherwise agreed to and accepted in writing by the IURA and no act by the IURA or any representative or agent of the IURA, other than such a written acceptance by the IURA, shall constitute an acceptance of any such surrender. No payment by SSCC or receipt by the IURA of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the IURA may accept such check or payment without prejudice to the IURA’s right to recover the balance of such rent or pursue any other remedy provided in this Lease. To the extent this Lease requires SSCC to submit payments for items other than Rent and in the event SSCC submits a payment of less than the total combined amount of all said payments, then the IURA shall have the option to credit said payment towards any of said items it so desires, notwithstanding any action of SSCC.

27. **WAIVERS.** Notwithstanding anything contained herein, each of the IURA and SSCC hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any loss or damage to property caused by fire or any other peril insured in the policies of insurance required to be obtained hereunder, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, including any other tenants, sublessees or occupants of the building of which the Property is a part. Each party shall make certain that each parties insurance policies contain the waivers contemplated by this Subparagraph 17.i.

28. **NOTICES.** Any notice, demand or document which any party is required or may desire to give to the other party shall be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested or by Federal Express or comparable express delivery service, addressed as follows:

To SSCC: Southside Community Center, Inc.
Attention: Executive Director
- Page 19 -
Subject to the right of either party to designate a different address for itself by notice similarly given. Any notice, demand or document so given by United States mail shall be deemed to have been given on the fifth day after the same is deposited in the United States mail as registered or certified matter, addressed as above provided, with postage thereon fully prepaid, except that any payment of Rent shall be deemed to have been made only when actually received by the IURA. Any such notice, demand or document not given by registered or certified mail as aforesaid shall be deemed to be given, delivered or made only upon receipt of the same by the party or parties to whom the same is to be given, delivered or made. Notice to any other office, person, or department of the IURA shall not constitute notice under this Lease.
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

The Sublessor

ITHACA URBAN RENEWAL AGENCY

By: Carolyn K. Peterson
Title: Chairperson

The Sublessee

SOUTHSIDE COMMUNITY CENTER, INC.

By: Olan E. Mack
Title: Executive Director, Southside Community Center

STATE OF NEW YORK       )
COUNTY OF TOMPKINS       )

On the 30th day of June, in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Carolyn K. Peterson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Notary Public

PATRICIA DUNN
Notary Public, State of New York
No. 4548393
Qualified in Tompkins County
Commission Expires March 20, 2011

STATE OF NEW YORK       )
COUNTY OF TOMPKINS       )

On the 26th day of June, in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Olan E. Mack, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Notary Public

SARAH L. MYERS
Notary Public, State of New York
Registration No. 4974948
Qualified in Tompkins County
Commission Expires Nov. 26, 2010

- Page 21 -
EXHIBIT A

Site Plan dated October 25, 2006 and approved by the Department of Planning and Development of the City of Ithaca
To: Southside Board

Re: RIBS, IURA Sublease Agreement

The undersigned, Nicole Eversley-Bradwell of Southside Community Center, Inc. does hereby certify:

At a meeting of the Board of Directors, held at the offices of Southside Community Center, Inc. in Ithaca, New York duly called and held this 11th day of February, 2008 at which a quorum was present and acted throughout, the Board of Directors unanimously adopted the following resolution which has not been modified nor rescinded:

RESOLVED, upon motion made by Jeff Claus, seconded by Christine Barksdale, that the Board of Directors of Southside Community Center, Inc. authorizes Executive Director, Olan E. Mack, to execute on the behalf of the agency any and all appropriate documents required to accomplish contractual agreements with the Ithaca Urban Renewal Agency (IURA) for the sublease agreement for the property at 530 West Buffalo Street, Ithaca, NY.

And that the Board of Directors approve, authorize and ratify the execution of a contract describing the terms and conditions of this project with the IURA.

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

I, Nicole Eversley-Bradwell, certify that I am the President of the Board of the Southside Community Center, Inc. and that the foregoing resolution was duly adopted at a regular meeting of the Southside Community Center, Inc held at the offices of the Southside Community Center, Inc. in Ithaca, New York on the 11th day of February, 2008, a quorum being present.

[Signature]

3.21.08
MEMORANDUM

TO: Julie Conley Holcomb, City Clerk

FROM: Wies van Leuken, Ithaca Urban Renewal Agency

RE: Lease Agreement City/IURA
    530 West Buffalo Street, Tax Parcel #59.-3-22

DATE: February 21, 2008

Enclosed for your records is a copy of the fully executed Lease Agreement between the Ithaca Urban Renewal Agency and the City of Ithaca for the property at 530 West Buffalo Street, Tax Parcel #59.-3-22, that will be used by Recycle Ithaca’s Bicycles (RIBS).

The Agreement is dated February 21, 2008.

Retention Schedule: The Agreement must be retained until at least 1/31/23. Please contact the Ithaca Urban Renewal Agency at the close of the retention period.

Enclosure

cc: Project Files
    Nels Bohn, CD Director (Cover Memo only)
    Contract Chrono (Cover Memo only)
    Assistant Superintendent for Public Works, Water & Sewer Division, City of Ithaca
LEASE AGREEMENT
530 WEST BUFFALO STREET, ITHACA
CITY OF ITHACA
to
ITHACA URBAN RENEWAL AGENCY

THIS LEASE is made and entered into as of __/__/2008 by and between the CITY OF ITHACA, a New York municipal corporation with offices at 108 East Green Street, Ithaca, New York 14850 (hereafter called “Lessor”, “City” or “Owner”) and ITHACA URBAN RENEWAL AGENCY, an urban renewal agency created pursuant to the General Municipal Law of the State of New York, with offices at 108 East Green Street, Ithaca, New York 14850 (hereinafter called “IURA” or “Lessee”).

WITNESSETH:

WHEREAS, the City of Ithaca (Lessor herein) is the owner of property known as 530 West Buffalo Street, Ithaca, New York, which property was conveyed to the City by Warranty Deed dated April 6, 1918 and recorded in the Tompkins County Clerk’s Office on April 19, 1918 in Liber 191 of Deeds at page 84, and is known as City of Ithaca tax parcel number 59.-3-22; and

WHEREAS, the Property being demised hereunder consists of a parcel of land approximately of 4,450 square feet, (“the Land”), with a masonry building thereon of approximately 1,050 square feet in size (“the Building”). The Land and the Building are referred to as “the Property”; and

WHEREAS, the Common Council of the City of Ithaca, by resolutions adopted on February 7, 2007 and May 2, 2007, approved the lease of the Property to the IURA and the sublease thereof by the IURA to Southside Community Center, Inc. (“SSCC”) for use by its Recycle Ithaca’s Bicycles (“RIBS”) program; and

WHEREAS, the IURA by a resolution adopted on December 21, 2006 approved acceptance of a leasehold interest in the Property from the City, and by resolution adopted on March 22, 2007 approved the lease of the Property to SCC; and

- Page 1 of 20 -
WHEREAS, the City wishes to lease the Property to the IURA and the IURA wishes to lease the Property from the City on the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the Property and the respective undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. **Lease of the Property.** Lessor hereby demises and leases to the IURA, and the IURA hereby leases from the City, the Property, for and in consideration of the rents, covenants and agreements, and upon the terms and conditions set forth herein.

2. **Term.**
   a. **Initial Term.** The initial term of this Lease ("Initial Term") shall be five (5) years, beginning on the date the Lease is signed and terminating at midnight on the last day of the month immediately preceding the fifth anniversary of the date the Initial Term began, subject to the terms of paragraph 10(g)(iv).
   
   b. **Renewal after the Initial Term:**
      i. The IURA shall have the option to renew this lease for two additional periods of five years each, subject to the following: This Lease shall automatically renew for two (2) additional periods of five (5) years each beyond the Initial Term provided that the IURA has not given Lessor written notice no less than one hundred (100) days prior to the expiration date of the Initial Term or any renewal term that the IURA does not intend to extend the term of this Lease.
      
      ii. Rent for each year of the renewal term shall be determined in accordance with the provisions of paragraph 2(d) below.
   
   c. **Termination of Lease.** In the event that the IURA’s sublease with SSCC is terminated for any reason, the IURA or City may terminate this Lease upon ten (10) days notice to the other party.
d. **Rent.** As rent for the Property, the IURA shall pay the City the sums of rent actually received by the IURA from SSCC or other subtenant of the IURA after any abatements or reductions pursuant to paragraph (11) eleven of the sublease between IURA and SSCC, minus the following:

i. An asset management fee in the sum of $1,000 per year. This sum will be increased each year on the anniversary date of this Lease in the same percentage as the increase in the most recently published Consumer Price Index at the time of adjustment; and

ii. Any reasonable out-of-pocket third party expenses incurred by the IURA in fulfilling the IURA’s management and legal obligations, pursuant to this Lease and any City-approved sublease(s) by the IURA, including, but not limited to, costs incurred by the IURA to comply with the property disposition process approved by the City, such as publication of public hearing notices and legal fees for development of the leases.

iii. If the amount subtracted from rent exceeds the amount from SSCC there will be no obligation on the part of the City to reimburse the IURA.

iv. The IURA will provide an annual report to the City.

3. **Use of the Property.**

a. The IURA shall sublease the Property to SSCC for purposes of the RIBS program, and the Property shall be used only for this purpose, unless otherwise authorized by the Common Council.

b. The use of the Property shall at all times comply with the Site Plan of the Property dated October 25, 2006 and approved by the Department of Planning and Economic Development of the City ("the Site Plan") or any subsequent modification of the Site Plan. A copy of the Site Plan is attached hereto as Exhibit A.

c. The IURA and any sublessees shall comply with all federal, state, county and municipal laws, regulations and ordinances affecting the Property or any portion thereof, and the IURA shall
require that any sublessees procure and maintain in force during the Term all permits, authorizations and licenses necessary for its use or operation of the Property or any portion thereof (including, without limitation, the making of any alterations or improvements to the Property).

4. **Easement.** The City hereby reserves unto itself and its assigns, an easement granting it unrestricted and unobstructed access to the Property to maintain and repair existing utility facilities on the Property. Such utilities include, but are not limited to, a below-grade sewage pump station and an above-grade traffic signal controller cabinet, both located at the southwest corner of the Property.

5. **Utilities.**
   a. The City shall be responsible for establishing natural gas and electric service to the Building. The parties acknowledge that such service has already been established.
   b. The IURA shall require that its sublessee, SSCC, pay all utility charges associated with its use of the Property, including, but not limited to, water, sewer, electricity, natural gas, telephone, cable and any other commodities or services furnished to or for the Property, or any part thereof, during the Term of this Lease.
   c. If utility metering or billing practices do not allow direct billing to SSCC, the IURA agrees to require SSCC to reimburse the City or the IURA for such utility costs.

6. **Taxes, Fees, Assessments and Levies.**
   a. The IURA shall require that SSCC pay to the appropriate authority or authorities all Taxes billed to the City of IURA by third parties before any delinquency thereon shall occur, and shall deliver evidence of payment thereof to the City before said delinquency, upon demand.
   b. All costs for or relating to the tax year in which this Lease shall terminate shall be prorated between the City and the IURA as of the date of such termination.
   c. The IURA shall have the right, upon prior written notice to the City, to contest or review the amount, applicability or validity of any Taxes and all assessments or levies of such Taxes by
one or more appropriate lawful proceedings, which, if instituted, shall be diligently conducted by the IURA in good faith at its own cost and expense, and free of any expense to the City; and, if necessary, in the name of the City and the City shall, upon the request of the IURA, execute all documents reasonably necessary to accomplish such contest or review. The IURA shall indemnify and hold the City harmless from and against all claims arising out of such contest or review conducted by the IURA.

d. If at any time the Property or any part thereof shall then be imminently subject to forfeiture, the IURA shall, notwithstanding any pending contest or review, either pay such Taxes or post such bonds as the taxing authority may require to prevent such forfeiture.

7. Insurance.

a. IURA’s Insurance. At all times during the Term of this Lease, the IURA shall, or shall cause SSCC to, at its sole cost and expense, procure and maintain insurance against the hazards and liabilities, and in the amounts hereinafter set forth, or shall require and cause SSCC to procure and maintain such insurance.

b. Certificates of all policies evidencing such insurance shall be delivered to the City, upon demand.

c. All policies of insurance provided for herein shall be in such form and include such deductibles, endorsements and waivers and be with such insurance companies as shall be reasonably designated or approved by the City in writing. All such policies shall name the City and the IURA as insureds thereunder, all as their respective interests may appear. All such policies shall provide that the same may not be canceled or amended without at least thirty (30) days’ prior written notice being given by the insurer to all insureds thereunder. Such insurance shall include at least the following:

i. Public liability insurance: Comprehensive general liability insurance with liability limits of at least $1,000,000 for injury or death to one or more persons arising from
any occurrence, including $100,000 for property damage with combined bodily injury and broad form property damage coverage and protecting the City (and the City’s designees) and the IURA, against any and all claims for damages to person or property or for loss of life, for personal injury or to property occurring upon, in or about the Property.

ii. **Mandatory insurance**: All insurance required by any ordinance, law or governmental regulation.

iii. **No Work Without Insurance**: The IURA and SSCC shall not make any alterations, repairs or installation, or perform work to or on the Property unless prior to the commencement of such work the IURA or SSCC shall obtain (and during the performance of such work keep in force) builder’s risk, public liability and worker’s compensation insurance to cover every contractor to be employed, and any other insurance reasonably required by the City. Prior to commencement of such work, the IURA shall deliver originals or certificates of such insurance policies to the City as required by this Lease.

8. **Owner’s Insurance**. The City shall carry “all risk” insurance on the Property, insuring the Property at its replacement cost, with no co-insurance, with an insurance company A. M. Best rated AVIII or better, with a deductible of no more than $5,000.00. The IURA shall, in its leases with sublessees, require that the sublessees reimburse the city for the cost of such insurance.

9. **No Warranties by The City**. The IURA acknowledges that the IURA has full knowledge of all matters pertaining to the condition of the Property and that, except as otherwise provided herein, the IURA is leasing the Property “AS IS”. The City shall not be required to perform any work or furnish any materials in connection with the IURA’s occupancy of the Property other than as provided herein.

10. **Maintenance**.
a. The IURA shall cause its sublessee(s), at their own cost and expense, to remedy pre-existing deficiencies and keep and maintain the Property, including its structural elements, in good, orderly, clean and safe condition and as otherwise required by this Lease. The IURA’s sublessee(s)’ maintenance responsibility shall include, but not be limited to, the following:

i. Keep and maintain the windows, doors and exterior nonstructural walls in good, orderly, clean and safe condition. Any broken windows shall be replaced within forty-five (45) days of glass breakage.

ii. Keep and maintain the exterior of the Building and Land in a neat and orderly fashion in accordance with the Site Plan.

iii. Maintain and repair all structural elements of the Building, including, but not limited to, the roof, interior and exterior walls, foundation, sidewalk, drainage systems and any building systems, including any future heating system, hot water heaters, plumbing, air conditioning and air ventilation.

iv. Maintain the sidewalks and walkways adjoining the Property, including, but not limited to, snow and ice removal;

v. Remove graffiti from all fencing on the Premises and exterior walls of the Building;

vi. Remove litter from the Property.

b. The IURA shall require that SSCC obtain written permission from the City for any and all improvements made to the Property.

c. The City, its employees, agents and servants may at all reasonable times and from time to time, with prior notice to the IURA and its sublessee(s) (but without notice in case of emergency as determined by the City in good faith), enter the Property or the Improvements or any part thereof for the purpose of inspecting, surveying, measuring or preserving the Property or any part thereof or, at the option of the City, and without obligation on its part to so act, to make or perform the repairs and restoration or other work required of the IURA
and/or its sublessee(s) hereunder in the event of the IURA or its sublessee(s)' failure to do so; provided, however, that before making or performing any such repairs or restoration or other work, the City shall first give the IURA and its sublessee(s) thirty (30) days' written notice thereof (but without notice in case of emergency as determined by The City in good faith), and any such work done by The City shall be conducted in a manner reasonably designed to minimize any interference in the operation of the Property which might be caused thereby.

d. At the end of the Lease Term, all Improvements which cannot be removed from the Property without damage thereto shall become the property of the City.

e. When used in this Lease, the term “repairs” shall include all necessary replacements, renewals, alterations, additions and betterments.

f. **Outdoor storage.** There shall be no outdoor storage on the Property unless it is reasonably screened from public streets and adjacent residential premises and in accordance with the Site Plan, and any amendments thereof approved by the City.

g. **Structural inspection.**

i. IURA shall require SSCC to have a structural inspection of the Building conducted by a licensed structural engineer at least once every two years. If the structural engineer determines, in writing that such inspections are required less frequently, the inspections will occur at intervals determined by the structural engineer.

ii. The findings of such inspection and any recommendations shall be submitted to the City.

iii. The IURA shall require that SSCC diligently implement the recommendations of the structural engineer within a reasonable time as a condition of continued occupancy.

iv. Notwithstanding any other provisions herein, the IURA and SSCC must immediately vacate any portion of the Property deemed unsafe.
11. Indemnity.

a. The IURA shall hold harmless and indemnify the City from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney’s fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, a) the death or loss of or damage or injury to person or property resulting from or caused by or claimed to have resulted from or been caused by: 1) the construction, use, operation, condition or lack of repair of the Property or any real or personal property at any time or times thereon, or 2) any act or thing done or omitted to be done by the IURA, its agents, employees, servants, invitees, or, without limitation, any other person or persons other than the City or its employees; or b) any failure on the part of the IURA to perform or comply with any of the IURA’s covenants, obligations or liabilities hereunder; or c) any storage, handling or disposal of any flammable explosives, hazardous or toxic substances on or from the Property, or any leakage or contamination attributable to any underground tanks or other equipment, placed on the Property by or at the direction of the IURA.

b. The IURA shall hold harmless and indemnify the City from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney’s fees, both at trial and on any appeal or up to any settlement) threatened, sustained or incurred by reason of, directly or indirectly, the actions or omissions, relating to the Property, of the IURA, its agents, employees acting in official capacity, invitees and guests.

c. The City shall hold harmless and indemnify the IURA from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney’s fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, a) the death or loss of or damage or injury to person or property resulting from or caused by or claimed to have resulted from or been caused by: 1)
the construction, use, operation, condition or lack of repair of the IURA’s Property or any real or personal property at any time or times thereon, or 2) any act or thing done or omitted to be done by the City, its agents, employees, servants, invitees, or, without limitation, any other person or persons other than the IURA or its employees; or b) any failure on the part of the City to perform or comply with any of the City’s covenants, obligations or liabilities hereunder; or c) any storage, handling or disposal of any flammable explosives, hazardous or toxic substances on or from the IURA’s Property, or any leakage or contamination attributable to any underground tanks or other equipment, whether formerly situated on the IURA’s Property or to be placed on the IURA’s Property by or at the direction of the City.

d. The City shall hold harmless and indemnify the IURA from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney’s fees, both at trial and on any appeal or up to any settlement) threatened, sustained or incurred by reason of, directly or indirectly, the actions or omissions, relating to the Property, of the City, its agents, employees acting in official capacity, invitees and guests.

12. **Assignment.** The IURA shall not assign, sublet, mortgage or sell the IURA’s interest in the Property, except the sublease to SSCC as contemplated in this Lease, without prior written consent of the Common Council of the City of Ithaca.

13. **Default.**

a. Events of default: The occurrence of any one of the following events shall constitute an event of default by the IURA under this Lease:

i. Failure of the IURA to pay all or any portion of any installment of Rent when due, when such failure shall continue for a period of thirty (30) days after written notice from the City.

ii. Abandonment of the Property by the IURA.
iii. Failure of the IURA to comply with any term, provision or covenant of this Lease not involving the payment of money, and failure to cure the same within thirty (30) days after written notice thereof by the City to the IURA, or if such failure is not reasonably susceptible to cure within such thirty (30) day period, failure of the IURA to commence cure of such failure within such thirty (30) day period, or failure to diligently prosecute such cure to completion within a reasonable period of time.

b. Remedies for default: In the event of any default by the IURA under this Lease, then, in addition to and without prejudice to any other right or remedy given hereunder or by law and notwithstanding any waiver of any former breach of covenant, the City may:

i. Terminate this Lease, and the IURA’s right to possession of The IURA’s Property, by giving to the IURA a notice of intention to terminate this Lease specifying a day not earlier than ten (10) days after the date on which such notice of intention is given and, upon the giving of such notice, the term of this Lease and all right, title and interest of the IURA hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term, whereupon the IURA shall immediately surrender the Property to the City, and if the IURA fails to do so, the City may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Property and expel or remove The IURA without being liable for prosecution or any claim of damages therefore and the IURA agrees to pay to the City on demand the amount of all reasonable loss and damage which the City may suffer by reason of such termination. The City shall have a duty to mitigate its losses and damages hereunder.

ii. Terminate this Lease as aforesaid and, upon termination of this Lease, exercise the remedies described in New York Real Property Actions and Proceedings Law, including, without limitation, the right to recover the worth at the time of award of the
amount by which the unpaid Rent and Additional Rent for the balance of the Term after the time of award exceeds the amount of such rental loss for the same period that the IURA proves could be reasonably avoided.

iii. So long as the City has not terminated The IURA’s right to possession of the Property, exercise the remedies described in New York Real Property Actions and Proceedings Law, including without limitation the right to collect, by suit or otherwise, each installment of Rent or payment of Additional Rent that becomes due hereunder, or to enforce, by suit or otherwise, performance or observance of any agreement, covenant or condition hereof on the part of the IURA to be performed or observed.

c. No failure by the City or the IURA to insist upon strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach shall constitute a waiver of any breach or of such covenant, agreement, term, or condition hereof. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party hereto. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

d. In the event of any breach or threatened breach by the IURA of any of the covenants, agreements, terms or conditions contained in this Lease, the City shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.
e. Each right and remedy of the City provided for in this Lease, unless the words "sole remedy" or words of similar specific import are used, shall be cumulative and shall be in addition to every other right or remedy provided for in this lease or now or hereafter existing at law or equity or by statute or otherwise, and the exercise or beginning of the exercise of the City of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

14. **Successors and Assigns.** Subject to the limitations hereinafore set forth, this Lease and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

15. **Further Documents.** The City and the IURA will, whenever and as often as it shall be reasonably requested so to do by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered any and all such further confirmation, instruments of further assurance, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper, in order to evidence or complete any and all transactions or to accomplish any and all matters and things provided in this Lease.

16. **Force Majeure.** The period of time during which either party is prevented or delayed in the performance or the making of any improvement or repairs or fulfilling any obligation required under this Lease, other than the payment of Rent or Additional Rent, due to unavoidable delays caused by fire, catastrophe, strikes or labor troubles, civil commotion, Acts of God or beyond such party’s reasonable control, shall be added to such party’s time for performance thereof, and such party shall have no liability by reason thereof; provided, however, that in no event shall the performance of an obligation under this Lease be deemed prevented or delayed by any of the foregoing reasons (collectively, "force majeure") if performance can be (or could have been) effectuated by, or any
default thereof cured by, the proper payment of money with respect to any such obligation and in no event shall the inability of either party to make available sufficient funds be deemed to be a force majeure. If either the City or the IURA shall be able to perform any of the other party’s obligations hereunder, claimed by the non-performing party to be subject to force majeure, then the non-performing party’s claim of force majeure shall be ineffective against the City or the IURA, as the case may be.

17. Miscellaneous.

a. This Lease contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

b. The covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by the City and the IURA.

c. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one agreement.

d. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Lease.

e. If any party obtains a judgment or decree against any other party by reason of this Lease, reasonable attorney’s fees, as fixed by the court, shall be included in such judgment or decree.

f. No waiver by the City of any default of the IURA or of any event, circumstance or condition permitting The City to terminate this Lease shall be implied or inferred and no written waiver thereof shall constitute a waiver of any other default of the IURA or of any other event, circumstance or condition permitting such termination, whether of the same or of any other nature or type and whether preceding, concurrent or succeeding; and no failure on the part of the City to exercise any right it may have by the terms hereof or by law upon the default of the IURA, and no delay in the exercise of such right, shall prevent the exercise thereof by the City at any time when the IURA shall continue to be so in default and no such failure or delay and
no waiver of default shall operate as a waiver of any other default, or as a modification in any respect of the provisions of this Lease. No remedy conferred upon the City in this Lease is intended to be exclusive of any other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Lease to the City or to which the City may otherwise be entitled, including actions in equity for injunctive relief, may be exercised concurrently or independently, from time to time, and as often as may be deemed expedient by the City.

g. The Lease shall be construed and enforced in accordance with the laws of the State of New York. Each obligation of The IURA under this Lease constitutes both a covenant and a condition to its rights under this Lease. Neither this Lease nor anything contained herein shall be deemed to make the City in any way or for any purpose a partner, joint venturer or associate in any relationship with the IURA other than that of landlord and tenant, nor shall this Lease or any provisions thereof be construed to authorize either to act as agent for the other except as expressly provided in this Lease. The consent or approval by the City to or of any act by the IURA requiring the City’s consent or approval shall not be deemed to waive or render unnecessary the City’s consent or approval to or of any subsequent similar acts by the IURA.

h. Any provision or provisions of this Lease which shall be to any extent in violation of any law or ordinance or which shall prove to be to any extent unenforceable, invalid, void or illegal, shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof, except those provisions which are made subject to or conditioned upon such unenforceable, invalid, void or illegal provision or provisions, shall nevertheless remain in full force and effect. No surrender to the City of this Lease or of the Property, or any part thereof or of any interest therein, shall be valid or effective unless provided for in this Lease or otherwise agreed to and accepted in writing by the City and no act by the City or any
representative or agent of the City, other than such a written acceptance by the City, shall constitute an acceptance of any such surrender. No payment by the IURA or receipt by The City of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City’s right to recover the balance of such rent or pursue any other remedy provided in this Lease. To the extent this Lease requires The IURA to submit payments for items other than Rent and in the event the IURA submits a payment of less than the total combined amount of all said payments, then the City shall have the option to credit said payment towards any of said items it so desires, notwithstanding any specification of the IURA.

i. Notwithstanding anything contained herein, each of the City and the IURA hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any loss or damage to property caused by fire or any other peril insured in the policies of insurance required to be obtained hereunder, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, including any other tenants, sublessees or occupants of the building of which the Property is a part. Each party shall make certain that each parties insurance policies contain the waivers contemplated by this Subparagraph 17.i.

18. Reporting. The IURA will provide to the City, at least annually, a written report of rent received from SSCC and any abatements that the IURA granted to SSCC.

19. Notices. Any notice, demand or document which any party is required or may desire to give to the other party shall be in writing, and may be personally delivered or given or made by United States
registered or certified mail, return receipt requested or by Federal Express or comparable express
delivery service, addressed as follows:

To the IURA’s sublessee: Southside Community Center, Inc.
Attention: Executive Director
305 South Plain Street
Ithaca, NY 14850

To the IURA: Ithaca Urban Renewal Agency
Attention: Director of Community Development
Ithaca City Hall
108 East Green Street
Ithaca, New York 14850

To the City: City of Ithaca
Attention: Assistant Superintendent for Public
Works - Water & Sewer Division
Ithaca City Hall
108 E. Green St.
Ithaca, NY 14850

With Copy to: City Attorney
City Attorney’s Office
108 E. Green St.
Ithaca, NY 14850

Subject to the right of either party to designate a different address for itself by notice similarly given.
Any notice, demand or document so given by United States mail shall be deemed to have been given
on the fifth day after the same is deposited in the United States mail as registered or certified matter,
addressed as above provided, with postage thereon fully prepaid, except that any payment of Rent
shall be deemed to have been made only when actually received by the City. Any such notice,
demand or document not given by registered or certified mail as aforesaid shall be deemed to be
given, delivered or made only upon receipt of the same by the party or parties to whom the same is
to be given, delivered or made. Notice to any other office, person, or department of the City shall not
constitute notice under this Lease.
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

"The Lessor"

CITY OF ITHACA

By: Carolyn K. Peterson

Title: Mayor

"The Lessee"

ITHACA URBAN RENEWAL AGENCY

By: Carolyn K. Peterson

Title: Chairperson
STATE OF NEW YORK  
COUNTY OF TOMPKINS  

On the 21st day of February, in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared CAROLYN K. PETERSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

[Signature]
Notary Public

DANIEL L. HOFFMAN
Notary Public, State of New York
No. 02H05027243
Qualified in Tompkins Court
Commission Expires May 2, 2010
EXHIBIT A

Site Plan dated October 25, 2006 and approved by the Department of Planning and Development of the City of Ithaca
530 W. BUFFALO (Racine Ithaca's Bicycles)

- Property
- Building
- Boundaries
- I proposed
- Lines
- Gas line
- Sewage line
- Telecommunications line
- Telephone pole
- Guy wire
- Sliding gate
- Tree
- Bike rack
- Existing chain link fence
- Grapevine to remain
- Electrical box
- Potential bike parking
- Potential future site of storage shed
- Tree to be removed
- Sliding gate
- Tree
- Alleys to be closed off
- Alleyway
- Tree
- Door
- Door
- Sliding gate
- Sliding gate
- Bike rack
- Electric box
- Door

APPROVED
October 16, 2004
RESOLUTION OF SUPPORT – HISTORIC TAX CREDIT GROWTH AND OPPORTUNITY ACT

WHEREAS, Ithaca’s rich community history is represented in its built environment, and the preservation of its historic resources connects our residents to their collective past, helps to establish a sense of place in our neighborhoods, contributes to the economic vitality of the city, and supports our sustainability goals, and

WHEREAS, the federal Historic Tax Credit (HTC) is the largest federal investment in historic preservation and a critical economic development tool used to revitalize communities, and

WHEREAS, as stated in Plan Ithaca, the city’s comprehensive plan, Ithaca encourages and, if possible, facilitates the use of the HTC incentive in local development projects, and

WHEREAS, the value of the HTC incentive has diminished over the past decade because of IRS rulings, administrative burdens, changes in the credit structure, as well as spreading the distribution of the credit over 5 years, and

WHEREAS, local access to the HTCs remains limited for many owners of historic properties for the reasons noted above as well as the program’s eligibility requirements, our community’s high property values, and the relatively “small” scale of our rehabilitation projects, and

WHEREAS, a bipartisan Historic Tax Credit Growth and Opportunity Act [H.R.1785/S.639 (HTC-GO)] was introduced in the House of Representatives and Senate in March, 2023, and

WHEREAS, the House and Senate bills include permanent provisions that will add value to the HTC, improve access to the credit, and increase investment in smaller rehabilitation projects, and

WHEREAS, these revisions will directly benefit the citizen of the City of Ithaca, now therefore be it

RESOLVED, that the City of Ithaca wholeheartedly supports the proposed revisions to the HTC program as outlined in the Historic Tax Credit Growth and Opportunity Act, and be it further

RESOLVED, that the City of Ithaca’s Common Council encourages the House of Representatives and Senate to pass this legislation to increase access to the HTC incentive for our residents.
Congressional Champions of Economic Development and Historic Preservation

Reintroduce the Historic Tax Credit Growth and Opportunity Act

In March, 2023, Representatives Darin LaHood (R-IL), Earl Blumenauer (D-OR), Mike Kelly (R-PA), Terri Sewell (D-AL), Mike Turner (R-OH) and Brian Higgins (D-NY), and Senators Ben Cardin (D-MD), Bill Cassidy (R-LA), Maria Cantwell (D-WA) and Susan Collins (R-ME), introduced the **Historic Tax Credit Growth and Opportunity Act** [H.R.1785/S.639 (HTC-GO)]. The House and Senate bills include four permanent provisions that will add value to the Historic Tax Credit (HTC), improve access to the credit, and increase investment in smaller rehabilitation projects. The House bill also includes a provision that will temporarily increase the amount of the tax incentive to help address the significant challenges currently facing historic rehabilitation projects throughout the nation.

Challenges Historic Rehabilitation Projects Face

The federal HTC is the largest federal investment in historic preservation and a critical economic development tool used to revitalize our communities. Rehabilitation and reuse of historic properties also offers an important alternative to new construction as a strategy to help lower carbon emissions. Unfortunately, the value of the HTC incentive has diminished over the past decade because of IRS rulings, administrative burdens, changes in the credit structure, as well as spreading the distribution of the credit over 5 years as modified by the Tax Cuts and Jobs Act of 2017. As a result, the HTC has lost 20 – 25% of its investment value as interest rates continue to climb and materials and labor costs soar. National Park Service statistics indicate that HTC applications over the last two fiscal years are down 20 percent when compared to pre-pandemic levels (2019). Historic buildings have simply become more difficult to rehabilitate.

Temporary Provisions (House Bill Only)

The HTC-GO legislation temporarily increases the rehabilitation credit (IRC § 47) to address profound challenges facing the historic rehabilitation sector.

- This provision increases the HTC percentage from 20% to 30% for 2023 through 2025.
- The credit percentage is phased down to 26% in 2026, 23% in 2027, and returns to 20% in 2028 and thereafter.

Permanent Provisions

The permanent provisions would make important changes to the HTC to encourage more building reuse and redevelopment nationwide and would be particularly impactful for small, midsize, and rural communities. These provisions would not only make the credit easier to use and more historic properties eligible, but they would also enhance the value of the HTC, enable the creation of more affordable housing, and reactivate more vacant/under-utilized properties.

- Increases the credit from 20% to 30% for projects with less than $2.5 million in qualified rehabilitation expenses, making it easier to complete small rehabilitation projects.
- Lowers the substantial rehabilitation threshold, making more buildings eligible to use the HTC.
- Eliminates the requirement that the value of the HTC must be deducted from a building’s basis (property’s value for tax purposes), increasing the value of the HTC and making it easier to pair with the federal Low-Income Housing Tax Credit.
- Makes the HTC easier to use by nonprofits for community health centers, local arts centers, affordable housing, homeless services, and others by eliminating IRS restrictions that make it challenging to partner with developers.
To: Planning and Economic Development Committee of Council  
From: Lisa Nicholas, Director of Planning & Development on Behalf of Ducson Nguyen, 2nd Ward Alderperson  
Date: October 12, 2023  
Re: Proposal to Repeal City of Ithaca Municipal Code Section 346-17, “Pedestrian Crossings”

At the October 18, 2023 meeting, the Committee will discuss a proposal, brought forward by Alderperson Nguyen, to repeal City of Ithaca Municipal Code Section 346-17 “Pedestrian Crossings”, thus resulting in the decriminalizing of jaywalking. Please find attached a draft proposed ordinance. Alderperson Nguyen also submits the text of an editorial below. Please note that this is a discussion item only. Should the Committee wish to proceed with the repeal, a vote will be scheduled for the next available meeting.

Editorial Written by Nguyen & stakeholders:

In March 2019 the City of Ithaca’s Common Council adopted the goals of “Vision Zero” a multinational effort to eliminate fatalities and serious injuries on roadways. In service of that goal the city has built and continues to build bulb-outs that create shorter crossings at intersections, pursued and received multiple grants for redesigning streets to better service pedestrians, and built and replaced miles of sidewalk.

As a result of the governor signing a law allowing municipalities in New York to lower citywide speed limits to 25 miles per hour, Common Council did exactly that last year, which will dramatically reduce fatalities when crashes occur (though the city had asked the state to go as low as 20 mph, further reducing injuries). Among our next state lobbying efforts include permission to employ speed cameras to enforce the limit while reducing law enforcement-initiated traffic stops and taking over state-owned streets like Seneca and Green so we have the purview to redesign them. And we have begun and will continue discussions about accessibility of our sidewalks, including creating an ADA coordinator position in City Hall and setting municipal responsibility for clearing snow.

But of course there is more we can do. There’s a simple safety improvement that costs no money, takes no city staff time, and rebalances the power dynamic between motor vehicles and pedestrians: decriminalizing jaywalking.

Jaywalking is a crime that was conceived by automakers in the 1920s to give their products primacy on the roadways. “Jay” was a pejorative used at the time to describe someone who didn’t know how to behave in a city, a “rube” or “hick” that didn’t give cars their proper deference. On the contrary, walkability is a large part of what makes cities great. Prior to the proliferation of cars, streets were shared by all manner of transportation.

This was no less true in Ithaca as you can see in this early 20th century photo of what’s now The Commons: East State Street was shared by pedestrians, cyclists, horse-drawn carriages, automobiles, and street cars (!!!!).
Photo courtesy The History Center in Tompkins County

The shift in responsibility for preventing crashes with pedestrians will encourage drivers to slow down, be more alert, and hopefully remind them that it is state law to stop for pedestrians in crosswalks (marked or unmarked at intersections).

There are additional benefits. On streets where crosswalks are hundreds of feet apart it is frequently inconvenient or impractical to seek one out before crossing. While we expect the vast majority of street crossings to continue to occur in crosswalks where pedestrians are most visible, pedestrians are capable of assessing the danger and proper time to cross based on traffic and other factors.

Elsewhere in the country jaywalking laws have been disproportionately enforced against poorer residents and people of color, often as a pretext for arbitrary stops and searches. Some have a complicated set of rules filled with trivial infractions such as crossing on a yellow light. In our discussions with the Ithaca Police Department, these laws are rarely if ever enforced here. But in our view that is all the more reason to eliminate an impractical law and remove the potential for its use in the future.

Ithaca would be joining states and municipalities across the country like California, Nevada, Virginia, and Kansas City which have decriminalized jaywalking along with many others that are considering it.

Let’s be honest: many of us, the authors of this letter included, already regularly cross the street when it’s convenient. We should protect this freedom to walk by updating the law, which we will propose to do at
Common Council’s next City Administration Committee meeting on February 22 at 6pm. Let us know what you think at council@cityofithaca.org and help us build a safer, more walkable community for all.
City of Ithaca  
Planning and Economic Development Committee Meeting  
May 17, 2023  
Draft Minutes

Committee Members Attending: Rob Gearhart, Chair; Alderpersons Cynthia Brock, Phoebe Brown, and Ducson Nguyen, Tiffany Kumar

Committee Members Absent: None

Other Elected Officials Attending: Alderperson Jorge DeFendini

Staff Attending: Lisa Nicholas, Director, Planning and Development Department; Jeanne Grace, City Forester; Nels Bohn, Director, IURA; Anisa Mendizabal, IURA; Bryan McCracken, Planning and Development;

Others Attending: Laura Mattos, Visum Chief Operating Officer, and Julia Bucher

1) Call to Order/Agenda Review

Chair Gearhart read the emergency evacuation procedures and then called the meeting to order at 6:04p.m. There were no changes to the agenda.

2) Public Comment/Written Comments

Katie Sims, 104 Lake Avenue – Opposes the creation of a city policy that criminalizes homelessness and encourages the creation of home for the unhoused, unsanctioned encampments.

Sophie Israelson, 429 N. Geneva Street, housing crisis

Miles Weatherington, Ward 2, 327 W. Court Street -- Opposes the creation of an unsanctioned encampment policy that criminalizes homelessness and encourages council to create a policy that creates housing for the unhoused.

Angel Devivo, Ward 2, 110 N. Geneva Street -- Opposes the creation of the unsanctioned encampment policy that criminalizes homelessness.

Leo Brisco, (sp?) 114 Monroe Street – The city needs to address homelessness

Natalya Cowilich, 812 N Cayuga, Leader of two outreach teams, one rural and in the city. Attended the meeting to relay her experiences working with the unhoused populations to Common Council and
encourage to changes to the Unsanctioned Encampment Policy that address the needs of the unhoused. The solution to homelessness is more affordable housing.

Teres Alt, 206 Eddy St – Spoke in opposition to the Unsanctioned Encampments Policy and shared fears about the police forces residents to relocate out of the Jungle.

Susan Holland, ED of Historic Ithaca, 212 Center Street – Spoke in favor of the City partnering with the Developer of the Breeze apartment to commission an existing conditions survey.

Jean Michel Matore, (sp?) 308 University Avenue, #6 – Spoke in opposition to the Unsanctioned Encampment Policy and requested the end of the camping ban.

Katrina, 333 Center Street – Spoke in opposition to the Unsanctioned Encampment Policy, noting that is was cruel and inhumane.

Jason Villarreal (sp?), 142 Program Horse Drive – Spoke in opposition of the Unsanctioned Encampment, noting that the policy dehumanizes the unhoused population.

Jane Glaubman -- Spoke in opposition to the Unsanctioned Encampments Policy, in remembrance of Jordan Neally, and in fear of society moving toward Fascism.

Ian Schlon, 120 Irving Place – Spoke in opposition to the Unsanctioned Encampment Policy, specifically stating that the policy is about property and not people.

Maya Soto -- Spoke in opposition to the Unsanctioned Encampments Policy.

Nathan Sitaraman -- Spoke in opposition to the Unsanctioned Encampments Policy.

**Response to public speakers:**

Alderperson Phoebe Brown thanked everyone for coming out to speak on the Unsanctioned Encampments Policy but asked where the speakers were during the Reimagining Public Safety discussions. Brown also expressed her interest in examining the Smokestack topic more closely and developing a strategy for its treatment that addresses all perspectives.

Alderperson Cynthia Brock thanked the members of the public for attending the meeting to speak about homelessness and explained the limitations of the elected officials and City government. The Unsanctioned Encampments Policy is the City's initial attempt to address a need in the community and the start of a conversation with the community partners to get the target population the services they need.

Alderperson Jorge DeFendini thanked the members of the public for attending and addressed their concerns regarding police enforcement of the City existing camping prohibition policy.
3) Special Order of Business

a) Public Hearing – 2023 HUD Entitlement Action Plan

  Alderperson Tiffany motioned to open public hearing, seconded by Alderperson Ducson. Carried 5-0.

  Teresa Alt, Eddy Street – Spoke in opposition to funding the Habitat for Humanity project due to the organization’s recent eviction proceedings.

  Natalya Cowilich -- Spoke in support of funding for the dry shelter but encouraged the exploration of options for individuals that are still using it.

  Alderperson Brock motioned to close the public hearing; seconded by Alderperson Ducson. Carried 5-0.

b) Public Hearing – Amendment to HUD Citizen Participation Plan

  Alderperson Brock motioned to open the public hearing; seconded by Alderperson Brown. Carried 5-0.

  No one from the public was present to speak.

  Alderperson Brock motioned to close the public hearing; seconded by Alderperson Ducson. Carried 5-0.

4) Announcements, Updates, Reports

a) Plus One ADU Funding

  Delia Yarrow presented information on the Plus One ADU Funding program, noting that funding will be used to upgrade apartment units that need repair that are owned by low to moderate income individuals. The intention of the program is to meet a need in the community that has not been addressed through other funding opportunities.

  Alderperson Brock questioned the impact of the grant-funded investments on the assessed values of the properties and how this valuation changes the long-term affordability of the property.

  Yarrow stated that INHS will be working with grant applicants to help them apply for property tax abatements for the improvements that do result in an increase in assessed value.

b) Working Group on Unsanctioned Encampments – Update

  Director Nicholas reported that the City is still working on the policy, specifically noting the work on the operationalization of the mobile shower and restroom facilities. A revised policy should be available for review by Council soon.

c) STR Update – Timeline Update

  Director Nicholas reported that City staff will be presenting information on the cost of implementing the STR legislation and requesting additional information on policy provisions at the July PEDC meeting.
5) Voting Items (To Council)

a) 2023 HUD Entitlement Action Plan

Draft 2023 Action Plan: City of Ithaca — HUD Entitlement Program

Moved by Alderperson Brock; seconded by Alderperson Nguyen. Carried 5-0.

WHEREAS, the City of Ithaca (City) is eligible to receive an annual formula allocation of funds to address community development needs through the U.S. Department of Housing & Urban Development (HUD) Entitlement program from the Community Development Block Grant (CDBG) program and the HOME Investment Partnerships (HOME) program funding sources, and

WHEREAS, the City has contracted with the Ithaca Urban Renewal Agency (IURA) to administer, implement and monitor the City’s HUD Entitlement program in compliance with all applicable regulations, and

WHEREAS, on an annual basis, an Action Plan must be submitted to HUD to access HUD Entitlement Program funding allocated to the City, and

WHEREAS, the 2023 Action Plan identifies a specific list of budgeted community development activities to be funded from the 2023 HUD Entitlement Program allocation and associated funds administered by the IURA, and

WHEREAS, the IURA employed an open and competitive project selection process for development of the 2023 Action Plan in accordance with the City’s Citizen Participation Plan, and

WHEREAS, a two-part Public Hearing to review 2023 Annual Action Plan proposals was held on February 23, 2023 and March 2, 2023, and

WHEREAS, on March 8, 2023, the U.S. Department of Housing and Urban Development (HUD) released the 2023 CDBG and HOME funding allocations for the City, and

WHEREAS, available funds to be allocated through the 2023 Action Plan funding process include the following:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$637,714.00</td>
<td>CDBG 2023 Allocation</td>
</tr>
<tr>
<td>$140,000.00</td>
<td>CDBG 2023 Projected Program Income</td>
</tr>
<tr>
<td>$15,333.20</td>
<td>CDBG Recaptured/Unallocated Funds</td>
</tr>
<tr>
<td>$333,264.00</td>
<td>HOME 2023 Allocation</td>
</tr>
<tr>
<td>$11,124.00</td>
<td>HOME Recaptured/Unallocated Funds</td>
</tr>
<tr>
<td>$1,137,435.20</td>
<td>Total</td>
</tr>
</tbody>
</table>

WHEREAS, the IURA used an open and competitive project selection process for development of the 2023 Action Plan in accordance with the City of Ithaca’s Citizen Participation Plan, and

WHEREAS, a Public Hearing on the draft Action Plan was held on May 17, 2023; now, therefore, be it
RESOLVED, that the Common Council hereby adopts the City’s 2023 HUD Entitlement Action Plan, including the attached summary table titled “IURA Recommended Draft 2023 Action Plan, City of Ithaca, NY,” dated March 23, 2023, for allocation of the 2023 HUD Entitlement Program award, along with associated funds listed above, and be it further
RESOLVED, that the Urban Renewal Plan shall be amended to include activities funded in the adopted 2023 Action Plan.

Alderperson Nguyen inquired about any advancement in the establishment of a wet shelter in the community. Anisa Mendizabal reported that the topic has been extensively discussed with community partners, but a funding request was not brought forward during this year’s round of HUD-funded programs proposals.

b) Amendment to HUD Citizen Participation Plan

5th Amendment to HUD Entitlement Citizen Participation Plan:
- HUD Approval for Substantial Amendments
- Anonymous Public Comments

Moved by Alderperson Nguyen; seconded by Alderperson Brock. Carried 5-0.
WHEREAS, the Citizen Participation Plan (CPP) establishes the City of Ithaca’s procedures for involving the public in development and implementation of the U.S. Department of Housing and Urban Development (HUD) Entitlement Program, and
WHEREAS, the City has contracted with the Ithaca Urban Renewal Agency (IURA) to administer, implement and monitor the City’s HUD Entitlement program in compliance with all applicable regulations, and
WHEREAS, the IURA considered two issues for clarification in the CPP:
1. HUD approval of substantial amendments to a 1-year Action Plan or 5-year Consolidated Plan, and
2. Treatment of anonymous comments received, and
WHEREAS, at their February 23, 2023, meeting the IURA recommended adoption of the proposed 5th Amendment to the CPP; now, therefore, be it
RESOLVED, that the Common Council for the City of Ithaca hereby adopts the 5th amendment to the City of Ithaca HUD Entitlement Citizen Participation Plan, dated January 27, 2023, to clarify:

1. that a proposed substantial amendment to a Consolidated Plan or Action Plan requires approval from the U.S. Department of Housing & Urban Development (HUD), and
2. that anonymous public comments received will be accepted and treated on a case-by-case basis regarding the specific circumstances involved.

6) Voting to Circulate

a) Private Tree Ordinance

Director Nicholas reported that staff felt more input from the public was needed on the draft Private Tree Ordinance before it is circulated more widely in the community. Jeanne Grace shared
that staff were developing questionnaires to garner feedback from the community. Additionally, staff plans to create summary documents that outline the impacts of the ordinance on different populations in the community and will distribute these documents throughout the community to get feedback.

Alderperson Brock questioned how the ordinance would be enforced and by whom. Jeanne Grace responded that it is all about education. There will be a civil penalty of $100/each per inch of diameter of trunk of a common tree and $300/each per inch of diameter of trunk of a heritage tree. It is unclear whether enforcement will be handled by the City’s exterior property maintenance inspector or the City police department.

b) Smokestack – Resolution to Approve Condition Assessment

Alderperson Nguyen; seconded by Alderperson Brown vote to circulate. Carried 3-2.

7) Review and Approval of Minutes

No minutes were available for approval.

8) Adjournment

Alderperson Brown moved to adjourn the meeting; seconded by Alderperson Brock. The meeting adjourned at 9:58 p.m.
City of Ithaca
Planning and Economic Development Committee
August 16, 2023
Draft Minutes

Committee Members Attending: Rob Gearhart, Chair; Alderpersons Phoebe Brown, Ducson Nguyen, and Tiffany Kumar

Committee Members Absent: Alderperson Cynthia Brock

Other Elected Officials Attending: Alderpersons George McGonigal and Jorge DeFendini

Staff Attending: Lisa Nicholas, Director, Planning and Development Department; Megan Wilson, Deputy Director, Planning and Development Department; Rebecca Evans, Director of Sustainability; Bryan McCracken, Historical and Neighborhood Planner; Nels Bohn, IURA Director; and Deborah Grunder, Executive Assistant

Others Attending: None

1) Call to Order/Agenda Review

Chair Gearhart read the emergency evacuation procedures and then called the meeting to order at 6:08 p.m.

No changes were made to the agenda

2) Public Comment

Theresa Alt, Eddy Street, take the police out of the unsanctioned encampments. Remove empty lots as parking lots. Remove CITTAP.

Alex Farrell, 252 Floral Avenue, don’t criminalize homelessness.

Trevor Cross, 2163 Mecklenburg Road, discourages the camping bans. Would like to see more available housing.

Isia Patie, 17 Leif’s Way, spoke on the encampments. This policy will cause a breech between Outreach workers and the homeless.
Veronica Pillar, 1108 N. Aurora Street, Apt. 3, agrees with others. She questioned whether those in the encampments can remain there and the future campers will follow this policy. Why were the zones picked like they are? Can we do something with the vacant buildings downtown?

Jade Brewer, 127 W. State Street, as an outreach worker doesn’t agree with the policy. It does criminalize homelessness. The people who wrote the policy were not interacted with the homeless.

Michael Fenner, Nates Floral Estates. It is unfortunate that this problem has existed for 6+ are many people here in this room, and in the administration that having even been in the Jungle.

Katie Sims, 104 Lake Avenue, and member of the tenant association. She provided a petition signed by many for Council not to approve this policy. Housing first.

Adam Hart, 522 W. Seneca Street. A homes first policy should be enacted rather than the encampments policy.

Natalya Cowilich, F&CS outreach worker, who works with the campers takes issue with comments that nothing is being done. It is recognized that there is a shelter option. That doesn’t work for all. There is also a lack of shelter availability. This is a land policy.

Wendy Tanner, Jungle II, This policy does criminalize homelessness. There are bad people everywhere. She has lived in many places. Ithaca is not good for the homeless.

Richard River, 910 West State Street, Graphic researcher in the encampments. He totally disagrees with this policy. Bringing police in the mix won’t work. The housing first policy should continue.

Angelo Baez, Jungle III, has lived in Jungle I, Jungle II, and now Jungle III. Everyone gets robbed. It doesn’t necessarily mean that it’s the Jungle. We are a family there. The outreach workers help us tremendously. The City needs to come down to the Jungle and talk to us. We are a community. We are not stealing. To move us from where we are is very wrong. Things have changed, and we are not being given a chance.

John Monkovic, 931 East State Street, Ward 3, Cornell needs to do their part. During the winter months, CU has many open dorm beds,

Genevieve Rand, 142 Giles Street, #2, this is cruel and inhumane. A vote for this policy is a to consider Trump homelessness policies. People will continue to be upset about it.

Esther Herkowitz, 94 Mary Street, was homeless before. Is in favor of land use policy for certain areas where emergency workers can access.

Margaret Slattery, 4 Jake Street, lives at Nates Floral Estates. I call the Jungle the Kingdom. Behind Lowes is owned by the City. We live in fear. Cameras pick up crime.

Deirdre Silverman, 418 N. Cayuga Street, Ward 2, was hired to create the first shelter in Ithaca. Friends at Nates. We are pitting people who do not have much with people who do. We know we need housing.

Sloan, 120 Irving Place, Stop considering homeless bands. I think it’s a disgrace to refer to some as residents and others as homeless.

Alderperson Brock joined remotely to voice her opinion on the proposed policy.

David Bulatek, 21 Jake Street, spoke regarding the amount of crime taking place at Nates Floral Estates. Suggested different paths around and away from the Nates Floral Estates.

Zach Winn, 229 South Geneva Street, First Ward, is glad that the police involvement is not being considered.

Response from Committee:

Alderperson Kumar provided her thoughts on the policy. She thanked everyone who came to speak tonight. The residents of Nate Floral Estates are also among the most vulnerable in this community. She agrees with the policy as it stands. It may however escalate the issues faced by our own Health Community without even effectively addressing the issues of Public Safety at hand here. It feels incomplete. How will it be enforced? What will constitute removal? At the very least we should take the time to include more of their voices in the process before even considering when we decide.

Alderperson Brown thanked all who came tonight and spoke. She asks herself, she’s been in the Jungle, I have been homeless, I have talked to the Jungle residents. No one is really alone here. There’s a lot of history here. This has been happening for a long time. We cannot just band aid this.

Alderperson McGonigal stated that it’s disheartening to hear we are not doing enough to fix this. We are not the County. We do not have a DSS department in the City.

Alderperson Jorge DeFendini thanked all who came tonight to express their concerns. He applauds the homeless individuals who came to speak and apologized for not reaching out more. We need to take a proactive approach.

3) Special Order of Business – None

4) Announcements, Updates, Reports – None

5) Action Items (to Council)

   a) Ithaca Gun Smokestack – Funding Request for Structural Evaluation

   ITHACA GUN COMPANY SMOKESTACK – FUNDING REQUEST FOR STRUCTURAL ANALYSIS

   Moved by Alderperson Nguyen; seconded by Alderperson Kumar. Passed 4-0.
WHEREAS, as stated in Plan Ithaca, the City’s comprehensive plan, it is the City’s goal that “all historic resources worthy of preservation will be protected, whether formally designated or not;” and

WHEREAS, the Ithaca Gun Company smokestack is the only remaining architectural artifact from the factory complex of the Ithaca Gun Company, an internationally recognized and respected manufacturer of handcrafted firearms that operated along Fall Creek near Ithaca Falls for over 100 years; and

WHEREAS, the smokestack was identified as having historic and architectural value in the 1990 Reconnaissance Level Survey of Historic Resources, City of Ithaca, New York, and is considered an undesignated historic resource; and

WHEREAS, Common Council approved the Amended and Restated Redevelopment Agreement for the former Ithaca Gun Company factory site (Agreement) at the regular January 4, 2023, Common Council meeting; and

WHEREAS, the Agreement outlines several options for the treatment and disposition of the smokestack, including a process through which the Developer and City partner to prepare an existing conditions assessment of the structure; and

WHEREAS, At the June 1, 2023, meeting, Common Council agreed to partner with Visum Development Group (developer) to commission an existing conditions assessment of the Ithaca Gun Company smokestack and authorized staff to work with the developer to identify a qualified consultant to complete this work; and

WHEREAS, Vertical Access was identified as the preferred consultant based on their professional qualifications, as required by the Agreement, and the proposed scope of their existing conditions assessment, which includes thorough documentation of the smokestack’s existing conditions, identification of deficiencies impacting its long-term stability, and cost estimates of any required repairs; and

WHEREAS, the existing conditions assessment will cost $33,137 or $35,480, as outlined in Vertical Access’s proposal; and

WHEREAS, the City may pay one-half of the cost of the existing conditions assessment pursuant to the terms of the Agreement; and now, therefore, be it

RESOLVED, the City commits to paying one-half of the cost of the existing conditions assessment of the Ithaca Gun Company smokestack; and be it further

RESOLVED, the City allocates an amount not to exceed $18,000 from existing funds in the Planning and Building Department’s 2023 authorized budget for this use.

If this is approved tonight, it will then go to the September Council meeting and the developer would begin later in the fall.
b) Distributed Energy Resources (DER) Plan

Resolution to Adopt the City of Ithaca Distributed Energy Resource Plan for Community Choice Aggregation

Moved by Alderperson Nguyen; seconded by Alderperson Kumar. Passed 4-0.

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

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

Whereas, Common Council approved a contract between Local Power, LLC and the City of Ithaca to develop a Community Choice Aggregation plan in May 2022 and Local Power, LLC has submitted the City of Ithaca Distributed Energy Resource Plan for Community Choice Aggregation as a deliverable required in the contract; and

Whereas, the Department of Public Service released new guidelines for Community Choice Aggregation programs that require local municipalities to approve of all voluntary investment programs associated with said programs; and

Whereas, a Distributed Energy Resource Plan has the potential to reduce community-wide greenhouse gas emissions by 14% or more and reduce the financial costs associated with electricity procurement; and

Whereas, a robust Distributed Energy Resource program will increase the reliability and resiliency of energy supply in the City of Ithaca; and

Whereas, the Community Choice Aggregation Administrator is expected to manage the securing of loan providers, system procurement, and billing on behalf of the City of Ithaca; and

Whereas, the City of Ithaca will select a Community Choice Aggregation Administrator by the end of calendar year 2023; and

Therefore, be it:

RESOLVED, the City of Ithaca adopts the City of Ithaca Distributed Energy Resource Plan for Community Choice Aggregation to complement the forthcoming Tompkins Green Energy Network program.

6) Discussion Items and Request to Circulate

a) Zoning Permit – A Proposal to Create a Permit

Deputy Director Megan Wilson reported on this proposal. She stated that this
Proposed Zoning Permit Applicability
ADDITIONAL INFORMATION AND EXAMPLES

Below are more detailed descriptions of how a zoning permit could apply to properties within the city. Again, the permit would apply to existing structures only; any nonconforming new construction would still need to obtain an area variance from the Board of Zoning Appeals (BZA). The noted examples are recent requests that have been presented to the BZA and/or staff.

1) **In-kind replacement of all or part of an existing nonconforming structure**: Currently, nonconforming structures may be replaced in-kind if destroyed by fire or other disaster or if demolished by order of the Director of Code Enforcement. If a property owner chooses to voluntarily replace part of an existing structure, the owner must obtain an area variance from the BZA.
   a) Example: Homeowner wishes to replace an existing deteriorated deck within the same footprint but the existing deck is located within the required rear and side yard.

2) **Lateral or vertical extension of existing yard deficiency**: A property has an existing yard deficiency and they would like to expand the structure in line with the existing home while meeting all other requirements of the Zoning Ordinance.
   a) Examples:
      i) A property has an existing front yard deficiency and would like to create a wider front porch, extending the deficiency laterally across the lot.
      ii) A home has an existing one-story addition that is located in the required side yard and would like to add a second story to the addition, extending the deficiency vertically.

3) **Existing frontage or lot area deficiencies that are not exacerbated by the proposed work**: The Zoning Ordinance requires a property that does not meet the minimum lot size requirements to obtain an area variance for all expansions or enlargements, regardless of size, change in occupancy, or location of work.
   a) Examples:
      i) A property owner would like to construct an addition on their home in the R-2b on a lot that is 2,800 SF (min. 3,000 SF required).
      ii) A property owner proposes to use an existing office as a code-compliant bedroom on a 38’ wide property in the R-3a where 40’ of frontage is required. No physical change is proposed but an additional occupant would be allowed in the apartment.

4) **Setback deficiencies for replacement accessory structures under 500 square feet**: Many existing garages in residential neighborhoods predate the City’s Zoning Ordinance and the requirements to locate the garage 3’/6’ from the property line. These structures have deteriorated over time and are often too small to accommodate a modern vehicle. If the property owner chooses to replace the existing garage with a modern structure, the owner must obtain an area variance from the BZA.
   a) Example: A property owner wants to replace the existing 7’ x 12’ garage with a structure large enough to accommodate their vehicle. Because of the existing garage location, conforming with the accessory structure location requirements would require them to relocate their deck and driveway.

5) **Yard setback and/or lot coverage by building deficiencies resulting from accessibility improvements on nonconforming structures or uses**: With many nonconforming properties in the city, the addition of a ramp, lift, or other improvement to facilitate access to a building often creates or worsens an existing yard or lot coverage deficiency.
   a) Examples:
      i) A nonconforming office use in a residential district would like to expand the building footprint to add a lift to the front porch.
      ii) An historic property with 80% lot coverage in the R-3a district needs to provide an area of
refuge for people with disabilities, which adds further to the lot coverage by buildings.

6) **Yard setback deficiencies resulting from the replacement of steps only**: One of the most common nonconforming conditions is existing yard deficiencies, particularly front yards, and it is not unusual in many residential districts to see minimal front yards in downtown residential neighborhoods. Replacement of entry steps with code-compliant stairs frequently creates or worsens a yard deficiency.

7) **New or exacerbated side or rear yard deficiencies where 50% of the required yard is provided**: With many nonconforming properties, particularly in residential neighborhoods, an expansion of a building footprint will often encroach into a required side or rear yard and currently requires an area variance. Minor yard encroachments could be subject to a permit while larger requests would remain subject to an area variance.
   a) Examples:
      i) A new addition on a home would encroach into the required 10’ side yard by 2’.
      ii) A property owner is would like to replace rear steps with a small landing and steps. The property does not meet the rear yard requirements and the addition of the landing would further reduce the depth of the rear yard.

8) **Exacerbated lot coverage by buildings deficiencies where total lot coverage is increased by 5% or less over existing conditions**: With many nonconforming properties, particularly in residential neighborhoods, any addition to the building footprint currently requires an area variance. Minor increases could be subject to a permit while larger requests would remain subject to an area variance.
    a) Examples:
       i) A property owner would like to enlarge a rear deck to make it 3’ deeper.
       ii) A property owner would like to construct a small addition to provide a second bathroom.

9) **New lot coverage by buildings deficiencies on existing structures where total lot coverage does not exceed the district regulation by more than 5%**: This situation is similar to the one described in #8 above, as there are many properties that are close to but do not exceed the maximum lot coverage by buildings. Any addition to the building footprint would require an area variance. Minor increases could be subject to a permit while larger requests would remain subject to an area variance. On a 3,000 SF lot, an increase in building footprint of up to 150 SF could be approved by a zoning permit; anything greater than 150 SF would need to obtain an area variance.