## COMMON COUNCIL
### AGENDA ITEMS
#### AMENDED

**Date:** 05-04-2022  
**Time:** 6:00 PM  
**Location:** YouTube  
[https://www.youtube.com/channel/UC7RtJN1P_RFaFW2IVCnTrDg](https://www.youtube.com/channel/UC7RtJN1P_RFaFW2IVCnTrDg)

<table>
<thead>
<tr>
<th>Item</th>
<th>Voting</th>
<th>Presenter(s)</th>
<th>Time Allotted</th>
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<tbody>
<tr>
<td><strong>CALL TO ORDER</strong></td>
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<tr>
<td>1.1 Additions to or Deletions from the Agenda</td>
<td>No</td>
<td>Acting Mayor</td>
<td>5 Mins</td>
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<tr>
<td>1.2 Proclamations/Awards</td>
<td>No</td>
<td>Lewis</td>
<td>5 Mins</td>
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<tr>
<td>1.3 Reports of Municipal Officials</td>
<td>No</td>
<td></td>
<td>10 Mins</td>
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<tr>
<td>1.4 Redistricting Presentation</td>
<td>No</td>
<td>Redistricting Comm</td>
<td>20 Mins</td>
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<tr>
<td>2.1 Petitions and Hearings of Persons before Council</td>
<td>No</td>
<td>*Note: See instructions on how to participate on page 3 of the agenda.</td>
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<tr>
<td>2.2 Privilege of the Floor – Mayor and Council</td>
<td>No</td>
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<td>40 Mins</td>
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<tr>
<td><strong>CONSENT AGENDA</strong></td>
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<tr>
<td>3.1 Planning, Building Zoning &amp; Economic Development</td>
<td>Yes</td>
<td>Common Council</td>
<td>5 Mins</td>
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<td>– Request to Amend Authorized 2021 Budget for CLG Subgrant</td>
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<td>3.2 Department of Public Information &amp; Technology - Approval of Outdoor Dining Alcohol Permits</td>
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<td><strong>PLANNING &amp; ECONOMIC DEVELOPMENT COMMITTEE</strong></td>
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<tr>
<td>4.1 Acceptance of the Definition of “Climate Justice Community”</td>
<td>Yes</td>
<td>Director of Sustainability</td>
<td>10 Mins</td>
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<td>Item</td>
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<td><strong>CITY ADMINISTRATION COMMITTEE</strong></td>
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<td>5.2 Authorization to Develop Community Choice Aggregation Implementation Plan for the City of Ithaca According to Public Service Commission CCA Order</td>
<td>Yes</td>
<td>Sustainability Director</td>
<td>10 Mins</td>
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<td>5.3 Authorize Purchase of Easement for Improvement of Water System</td>
<td>Yes</td>
<td>Asst. City Attorney &amp; Asst. Supt of W &amp; S Attorney’s Office</td>
<td>10 Mins</td>
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<td>5.4 Approval and Authorization to Execute Memorandum of Agreement and Settlement with Ithaca Police Benevolent Association</td>
<td>Yes</td>
<td>Ithaca Police Department</td>
<td>10 Mins</td>
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<td>5.5 Approval and Authorization to Execute Joint Ithaca-Tompkins Specialized Response Team Mutual Aid Assistance and Intermunicipal Agreement</td>
<td>Yes</td>
<td>Director of Engineering</td>
<td>5 Mins</td>
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<tr>
<td>5.6 Request to Increase Authorization of Cecil A Malone Dr. Bridge Replacement Project – CP 863</td>
<td>Yes</td>
<td>Staff</td>
<td>5 Mins</td>
</tr>
<tr>
<td>5.7 Approval of Release of Funds for Right to Counsel Program</td>
<td>Yes</td>
<td>City Controller Thayer</td>
<td>10 Mins</td>
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<tr>
<td>5.8 Report of the City Controller</td>
<td>No</td>
<td>City Controller Thayer</td>
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<td><strong>INDIVIDUAL MEMBER FILED RESOLUTIONS</strong></td>
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<tr>
<td>6.1 Stewart Avenue Bridge Project</td>
<td>Yes</td>
<td>Alderperson McGonigal</td>
<td>5 Mins</td>
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<td><strong>MAYOR’S APPOINTMENTS</strong></td>
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<tr>
<td>7.1 Appointment to Tompkins County Environmental Management Committee – to be distributed separately</td>
<td>Yes</td>
<td>Acting Mayor Lewis</td>
<td>5 Mins</td>
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<td><strong>REPORTS FROM COUNCIL &amp; STAFF</strong></td>
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<tr>
<td>8.1 Reports of Special Committees</td>
<td>No</td>
<td>Common Council and Staff</td>
<td>10 Mins</td>
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<td>8.2 Reports of Common Council Liaisons</td>
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<td>8.3 Report of City Clerk</td>
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<td>8.4 Report of City Attorney</td>
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How to Participate in Public Comment Virtually

Email Common Council Through the Agenda Link
Written comments can be submitted to Common Council using this form: Common Council Public Comment Form. Comments should be submitted no later than 5:00 pm on the day of the meeting. These comments will not be read into the record but will be included as an attachment to the meeting minutes. Any comments received after 5:00 pm will be saved for the next meeting.

Register to Speak at the Meeting Via Zoom
At 9:00 am on the day of the Common Council meeting, a link will be opened on the Common Council webpage for people to register to speak at the beginning of the meeting. The first hour of the meeting will be dedicated to public speaking. Registration will close at 3:00 pm in order to allow time to calculate how long each person will be allowed to speak. If you register, you will be emailed the Zoom link later that day. Use that link to sign in and enter the Zoom meeting. You will be selected to speak in the order that you were registered. You must be present in the meeting when it is your turn to speak, or you will forfeit your time. You can use video or telephone to participate.

Questions about the meeting protocol can be forwarded to City Clerk Julie Conley Holcomb at (607) 274-6570 or jholcomb@cityofithaca.org in advance of the meeting.
CITY OF ITHACA  
REDISTRICTING WORKING GROUP  
REPORT TO THE ACTING MAYOR AND COMMON COUNCIL  

April 19, 2022

One of the most essential functions of the federal government is the conduct of a national census every ten years as required by the Constitution. That census plays a key role in determining how many seats each state will have in the United States House of Representatives, and this data is a key factor in the distribution of public and private funds throughout the United States.

Since the 1960s, the Supreme Court of the United States has ruled that the apportionment of legislative seats in the Congress, state legislatures and local governments must be made in conformity with equal population as determined by the Census. In New York State, the criteria to be followed in local government redistricting are set forth in the Municipal Home Rule Law, and the provisions of that statute have governed the process in the City of Ithaca following the 2020 Census.

Appointment of the Redistricting Working Group

To initiate the process in the City of Ithaca, in December 2021 Mayor Svante Myrick appointed five City residents as members of the City of Ithaca Redistricting Working Group. He requested that they undertake an examination of the population changes that have occurred within the City over the last decade, develop a proposed redistricting plan in compliance with the relevant federal and state statutes and submit such plan to the Common Council for consideration. Common Council makes the final decision on redistricting.

The members of the Redistricting Working Group reside in each of the five current wards of the City:

Ward 1 – Henrik Dullea, chair  
Ward 2 – Joseph Murtagh  
Ward 3 – Jared Pittman  
Ward 4 – Katie Sims  
Ward 5 – Christopher Proulx

The Working Group has been primarily assisted in its work by Ruth Aslanis, the City’s Geographic Information Systems Administrator, and as required by Faith Vavra, Chief of Staff to the Mayor, Victor Kessler, Assistant City Attorney, Julie Holcomb, City Clerk, and Melody Faraday, Public Information Specialist. Greg Potter, Director of Information Technologies for
Tompkins County, and Svetla Borovska provided coordination assistance with the Tompkins County Independent Redistricting Commission.

**Working Group Meetings**

The Working Group held its first meeting via Zoom on December 20, 2021. The City Attorney, Ari Lavine, represented the mayor and laid out essential information concerning formation, charge, timetable, and staff support. The working group members agreed that they would work closely with the County Redistricting Commission, through sharing data and holding joint meetings to solicit public input and reactions. They further agreed that the first meeting of the joint group would be on Tuesday, January 25, at which the public would be invited to provide input regarding legislative districts for the county and ward boundaries for the city.

The Working Group has since met on a biweekly basis, starting on January 18 and continuing through the date of this report. The minutes and recordings of its recent meetings have been made available on the city website.

**Statutory Guidelines for Redistricting**

Chapter 516 of the Laws of 2021, passed by the Legislature and signed by the Governor, sets forth the key factors that are to be considered by local governments in the process of redistricting. They are listed below in order of priority:

1. **Equality in Population** – Districts shall be as nearly equal in population as is practicable. The difference in population between the most and least populous district shall not exceed five percent of the mean population of all districts. Census blocks determined by the Census Bureau must be used and cannot be divided. The City of Ithaca population in the 2020 Census was reported as 32,108; the average population for five wards is 6,421, and five percent of that average is 321. Prior to this redistricting process, the difference in population between the most and least populous district could be up to ten percent of the mean population of all districts.

2. **Protection of Minority Voting Rights** – Districts shall not be drawn with the intent or result of denying or abridging the equal opportunity of racial or language minority groups to participate in the political process or to diminish their ability to elect representatives of their choice.

3. **Contiguous Territory** – Districts must be completely contiguous with no intervening districts.

4. **Compact** – Districts shall be as compact as possible. Significant differences in the density of individual wards in the City of Ithaca create districts that vary substantially in geographic size while representing equal populations.
5. **Fairness in the Political Arena** – Districts shall not be drawn to discourage competition or for the purpose of favoring or disfavoring incumbents or other particular candidates or political parties.

6. **Communities of Interest** – Existing neighborhoods and population groups and subdivisions shall be considered.

7. **Election Administration** – Districts shall be formed so as to promote the orderly and efficient administration of elections. For our purposes, this refers to being aware of issues associated with overlapping boundaries for city wards and county legislative districts.

**Issues Identified at Public Input Sessions**

The Working Group appreciates the comments and recommendations submitted by incumbent members of Common Council, the County Legislature and the public at the joint meeting with the County Independent Redistricting Commission on January 25 that focused on both ward boundaries and legislative districts within the City and at the March 29 meeting at which the public was invited to respond to the Working Groups initial proposed redistricting plan. Additional comments have been submitted to the Working Group via email.

As indicated in the standards listed above, equal population wards must be our first priority. There are several factors that make this obligation more difficult this year than in the past. We must, for example, use the census blocks as provided by the U. S. Census Bureau in determining the size of proposed districts. The very large number of persons residing in individual census blocks associated with Cornell University is one such factor. As an example, two such blocks on North Campus are approximately the size of one-half of an entire ward, and there are similar challenges on West Campus and in Collegetown.

Low voter turnout in certain areas of the City is an issue that has been raised by several members of the public, but it is not a legally acceptable factor in redistricting. Student populations are clearly recognized in law as a community of interest, but for redistricting purposes they must be considered as individuals regardless of their voting status. Voter turnout is, however, a legitimate factor for local boards of elections in making decisions as to polling places.

Communities of interest most certainly do include traditional neighborhoods, and the Working Group has had extensive discussions concerning the recognition of such areas as Fall Creek, North Side – South Side, Washington Park, Collegetown, Cornell Heights, Belle Sherman and South Hill, as well as issues presented by low density in the West Side and population growth in Downtown. We prioritized keeping neighborhoods intact and together within a ward, even where that required a neighborhood to be re-aligned into a different ward.
The Working Group also sought to create districts that could serve as appropriate districts for the County Legislature. For this reason, as well as challenges posed by varying population density across the City, the Working Group is proposing to retain five wards.

Welcome Public Reaction to the Proposed Plan

The Redistricting Working Group has tried to find the best possible balance among the factors that must be considered in developing a new redistricting proposal for the City of Ithaca. We released our draft proposed plan, Map Alt 4C, to the public via the media and the City website, and we invited the public to register for the purpose of making comments at our next scheduled meeting on March 29 at 5:30 p.m. Several members of the public, four members of Common Council including the Acting Mayor, a member of the County Legislature and a Commissioner of the Board of Elections either spoke at this hearing or submitted comments to the Working Group via email.

Final Recommendation

Based on the comments received at the public meeting on March 29, the Working Group met again on April 5 to determine whatever modifications to the initial draft redistricting plan would be necessary and/or desirable and to decide on a final plan to be submitted to the Acting Mayor and Common Council not later than April 26.

The details of the revisions to the initial draft plan that was submitted to the public for comment are contained in the Minutes of our meeting on April 5, and those minutes have been made available on the city website. A total of 23 alternative maps were considered by the Working Group throughout this process.

The Redistricting Working Group has unanimously endorsed the attached 2022 Proposed Redistricting Plan for the City of Ithaca and hereby recommends its adoption by the Common Council for implementation in the 2023 election cycle.
Map 1. 2022 Proposed Redistricting Plan

Final 2022 Proposed Redistricting Plan (Scenario ALT 4C V3)
City of Ithaca Redistricting Working Group, April 2022

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<thead>
<tr>
<th>Ward</th>
<th>Ward Pop</th>
<th>Deviation %</th>
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<tbody>
<tr>
<td>1</td>
<td>6330</td>
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<tr>
<td>2</td>
<td>6453</td>
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<td>1.74</td>
</tr>
<tr>
<td>5</td>
<td>6289</td>
<td>-1.92</td>
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Total 2020 City of Ithaca population is 32,108.
Ideal size of ward, as 1/6 of population, is 6421.6
which is rounded to 6422.
Total deviation between proposed wards is 3.66%

Population by block shown in each Census block.

NY State Plane, Central CRS 83 Datum
Map Source: Tompkins County Digital Planimetric Map 1999-2021
Data Source: US Census 2020 Redistricting Release (PL 94-171)
Map Prepared by: GIS Program, City of Ithaca, NY, April 2022
CONSENT AGENDA:  
CITY ADMINISTRATION COMMITTEE:  
3.1 Planning, Building Zoning & Economic Development – Request to Amend Authorized 2021 Budget for CLG Subgrant

WHEREAS, the City of Ithaca partnered with the Landmarks Society of Western New York (LSWNY), NYS Office of Parks, Recreation and Historic Preservation (NYS OPRHP), the Preservation League of New York State, and Historic Ithaca to present a statewide historic preservation conference in 2021; and

WHEREAS, the Statewide Historic Preservation Conference was held in November 2021 and gathered 240 historic preservation professionals and enthusiasts as well as economic and community developers, elected officials, educators, and developers from across the state; and

WHEREAS, the City applied for and received a Certified Local Government (CLG) Subgrant in the amount of $22,464 from the NYS OPRHP to help fund the expenses associated with hosting the conference, including a workshop by Incremental Development, the keynote speaker, printing, graphic design, and mailing expenses, an audiovisual consultant, and Conference scholarships; and

WHEREAS, the CLG Subgrant is wholly reimbursable and did not require a local match; now, therefore be it

RESOLVED, That Common Council hereby amends the 2021 Authorized Planning Department Budget to account for the said CLG Subgrant as follows:

Increase Revenue Account:
A8020-3989 State Aid Home & Community $22,464.00

Increase Appropriations Account:
A8020-5435 Contracts $22,464.00
3.2 Department of Public Information & Technology - Approval of Outdoor Dining Alcohol Permits

WHEREAS, several downtown restaurants have requested permission to utilize certain areas along the Primary and Secondary Commons and sidewalks in the downtown core for outdoor dining, and

WHEREAS, it is Common Council's responsibility to determine whether or not to allow the serving and consumption of alcohol on City property, and

WHEREAS, Common Council has determined that the use of public property for outdoor dining and special events including the responsible sale and consumption of alcohol, plays an important role in the vibrancy of the downtown business district, and

WHEREAS, Common Council has determined that any use of this or similar public property involving the sale and consumption of alcohol should be covered by a minimum of $1,000,000 insurance under the Dram Shop Act; now, therefore be it

RESOLVED, For the year 2022, Common Council hereby approves revocable alcoholic beverage permits for Simeon’s American Bistro and Kilpatrick’s Publick House for the outdoor sale and consumption of alcohol in accord with the terms and conditions set forth in their applications, including minimum Dram Shop coverage in the amount of $1,000,000 and the approval of an outdoor dining permit:
PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE:
4.1 Acceptance of the Definition of “Climate Justice Community”

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, in 2019 the State of New York signed the Climate Leadership and Community Protection Act (Climate Act), which committed New York State to reduce greenhouse gas emissions by 40% by 2030 and at least 85% by 2050, and
WHEREAS, the Climate Act created the New York State Climate Action Council to prepare a Scoping Plan to achieve the State’s bold clean energy and climate agenda, and

WHEREAS, the Climate Action Council appointed a Just Transition Working Group to make recommendations to ensure benefits of the State climate agenda are shared equally among all New Yorkers, and

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

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

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

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

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

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

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

For a neighborhood to be considered a Climate Justice Community in the City of Ithaca, it needs to include at least 51% of households classified as Climate Justice Community, and, be it further
RESOLVED, That the City will continue to support the development and implementation of strategies to accelerate the development of programs to meet the goals established by the Ithaca Green New Deal.
MEMORANDUM

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

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

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

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

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

Federal & State Context

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

New York State’s adoption of the Climate Leadership and Community Protection Act (CLCPA) in 2019 and the federal government’s announcement of the Justice40 initiative cemented the notion that social and economic justice and mitigation of greenhouse gas emissions are explicitly intertwined. Both must be addressed concurrently: refraining from robust action on either inhibits progress on the other. Beyond the two crises being deeply intertwined, certain social and economic factors act as “threat multipliers”. For example, people experiencing homelessness are exponentially more susceptible to rapidly and dramatically changing weather patterns compared to those able to secure climate-conditioned housing.

Following is a brief explanation of the Justice40 initiative and the CLCPA that attempts to tackle both issues simultaneously; these two initiatives, in addition to precedence set by the State of Massachusetts and long-standing definitions provided by the U.S. EPA, have helped to guide and shape the local definition of Climate Justice Communities we are presenting.

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

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

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

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

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

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

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

Rebecca Evans will be present at the April 20th meeting of the Planning and Economic Development Committee to provide any additional context that may be needed and to answer any questions. In the meantime, please do not hesitate to reach out via email at revans@cityofithaca.org.
### Table 2. Environmental Burdens and Climate Change Risks: Draft Indicators

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

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

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

WHEREAS, the City of Ithaca has a long-standing commitment to provide protection against discrimination to its residents in the area of employment, and

WHEREAS, the U.S. workforce has a well-documented racial and gender pay gap, and

WHEREAS, research in the field of labor economics finds that hourly and salary compensation transparency improves pay equity and improves employee retention for employers; now, therefore

ORDINANCE 2022 -

BE IT ORDAINED AND ENACTED by the Common Council of the City of Ithaca as follows:

Section 1. Legislative findings, intent, and purpose.
The Common Council makes the following findings:

1. The City of Ithaca has an interest in providing protection against discrimination to its residents.
2. Equitable employer-employee relations are a matter of public welfare.
3. Wage transparency empowers employees to make informed decisions about personal financial and economic stability.

Based upon the above findings, the intent and purpose of this ordinance is to foster wage transparency in the employer-employee relationship in the city.

Section 2. §215-2, “Definitions”, is hereby amended so that the following particular Definitions shall read as follows, without change to other Definitions included in 215-2:

EMPLOYEE
An individual who performs services for and under the control and direction of an employer for wages or other remuneration, but not including [Does not include] any individual employed by his or her parents, spouse or child, or in the domestic service of any person, nor any person whose work qualifies under applicable New York State law as that of an independent contractor.

EMPLOYER
Any person, firm, partnership, institution, corporation, or association that employs one or more employees, but not including any such entity [Does not include any employer] with fewer than four employees in its employ.

EMPLOYMENT AGENCY
[Includes any] Any person undertaking to procure employees or opportunities to work as an employee.
Section 3. §215-3 of the City Code is hereby amended to add at the end thereof a new subsection F to read as follows:

F. Employment; minimum and maximum compensation in job listings.
   1. It shall be an unlawful discriminatory practice for an employment agency, employer, employee or agent thereof to advertise an opportunity for employment as an employee, including a job, promotion or transfer opportunity without stating the minimum and maximum hourly or salary compensation for such position in such advertisement. In stating the minimum and maximum hourly or salary compensation for a position, the range may extend from the lowest to the highest hourly or salary compensation the employer in good faith believes at the time of the posting it would pay for the advertised job, promotion or transfer opportunity.

   2. This subdivision does not apply to an employer that employs fewer than four employees whose standard work locations are in the city.

   3. This subdivision does not apply to a job advertisement for temporary employment at a temporary help firm as such term is defined by subdivision 5 of section 916 of article 31 of the labor law.

Section 4. Severability Clause.
Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date.
This ordinance shall take effect on September 1, 2022, and in accordance with law upon publication of notices as provided in the Ithaca City Charter.
5.2 Authorization to Develop Community Choice Aggregation Implementation Plan for the City of Ithaca According to Public Service Commission CCA Order

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 Ithaca Green New Deal includes city-wide decarbonization and climate justice by 2030, and

WHEREAS, to achieve carbon neutrality by 2030 the city requires to reduce its reliance on fossil-fuel generated electricity, and

WHEREAS, the utility company serving City of Ithaca residents relies on a combination of fossil fuel- and carbon-free energy sources to generate electricity, currently offering no viable path to eliminate greenhouse gases (GHG) from electricity generation, and

WHEREAS, other energy service companies offer the option to individual consumers of procuring electricity from renewable sources at a premium, limiting access to renewable energy for the city’s low and moderate income population, and

WHEREAS, the Public Service Commission has issued an Order enabling Community Choice Aggregation (CCA) in all of New York State, empowering communities to negotiate contracts for more favorable rates and cleaner electricity supply, and

WHEREAS, CCA allows municipalities to take over the utility’s role as the default supplier of energy to their residents and businesses, and develop programs that control cost, increase resiliency, reduce carbon pollution, and keep energy dollars local, and

WHEREAS, more than 100 municipalities in New York state have adopted CCA, including the City of Rochester and Westchester County, as a voluntary opt-out program, and

WHEREAS, as part of an effort to incentivize CCA the PSC has directed the Clean Energy Advisory Council to develop incentives that foster voluntary investments in clean energy technology, further democratizing renewable energy, and

WHEREAS, per PSC CCA Order, municipalities pursuing CCA may collect funds from customer payments to cover all administrative costs associated with the implementation of a CCA program, and

WHEREAS, per PSC CCA Order, Common Council must approve

- A local law to “facilitate the creation of Community Choice Aggregation programs in New York State” before moving forward with the development of CCA Implementation Plan,
- CCA Community Outreach Plan and CCA Data Protection Plan, also to be approved by Common Council before submitting to the PSC for final authorization, and
WHEREAS, in collaboration with the Town of Ithaca and other municipalities in Tompkins County, the City of Ithaca has engaged since September 2021 with Local Power LLC for the development of a CCA program, initially sponsored by Park Foundation, and for which a Capital Project was approved as part of the 2022 budget; now, therefore be it

RESOLVED, That the City authorizes staff to continue working with Local Power LLC, the Town of Ithaca and other municipalities in Tompkins County, to develop a CCA program, including a Local Law, Implementation Plan, Outreach Plan and Data Protection Plan, Voluntary Investment Plan and Clean Electricity Procurement Plan, all to be submitted to Common Council for approval at a later date in 2022, detailing the following:

- Specifics of how the program will be implemented, how it will benefit or affect the citizens of Ithaca, how it will impact the cost of electricity.
- How the program may impact city operations and staff count, and if necessary, a plan to address hiring needs, including all associated costs.
- The designation of CCA administrator in charge of organization, procurement and communications.
- The costs associated with managing and implementing the CCA program, and the way in which the City may recover all associated costs.
- How outreach, data protection, implementation and voluntary investment plans will be deployed.
- Timeline for implementation and steps to procure carbon free electricity.
- A comprehensive description of short- and long-term benefits, challenges and opportunities;

and, be it further

RESOLVED, That the Planning and Development Department will be responsible of developing and presenting to Common Council a CCA Local Law for approval as a required next step
5.3 Authorize Purchase of Easement for Improvement of Water System

WHEREAS, the City of Ithaca (“City”) operates a municipal water system through its Department of Public Works, and

WHEREAS, the City maintains two water main lines on South Hill in the vicinity of South Aurora Street and Hudson Place near the City border with the Town of Ithaca, and

WHEREAS, the City desires to connect these two water mains in order to create a loop in the system, which would improve circulation, water quality, and fire flows for the benefit of the general public and City water users, and

WHEREAS, in order to connect the two water main lines, the City must obtain a property interest in a portion of the land located at 117-119 Coddington Road (Tax Parcel 115-2-1.1), which interest will consist of an approximately 20-foot-wide easement over approximately 1390 square feet of land that will enable the City to locate a water main extension underneath the subject property, and

WHEREAS, on March 2, 2022, Common Council declared itself lead agency for environmental review and determined that the acquisition of the easement and extension of the main would have no significant environmental impact, and

WHEREAS, on March 2, 2022, Common Council authorized acquisition of the easement by eminent domain, and

WHEREAS, since that date, the City has been in negotiations with the property owner for the voluntary transfer of the easement on mutually acceptable terms; now, therefore, be it

RESOLVED, That the Department of Public Works, in conjunction with the City Attorney, is authorized to offer terms for the voluntary acquisition of the easement that will enable the connection of the water mains and improvement of the water system, including the expenditure of not more than $6,000, provided, however, that said funds shall be expended from previously authorized departmental operating budgets or applicable capital project accounts, and, be it further

RESOLVED, That the Acting Mayor, in consultation with the City Attorney, is authorized to execute any such documents as shall be necessary to effectuate the transfer of the easement, and, be it further

RESOLVED, That in the event that the City and property owner are unable to reach an agreement for voluntary transfer of the easement, the easement shall be acquired by eminent domain as previously authorized by Common Council.
PERMANENT EASEMENT

THIS INDENTURE, made the ______ day of _________________________, 20______,

BETWEEN

Susanne Dennis, residing at 1075 Taughannock Blvd. Ithaca, New York 14850,

Grantor, and

The City of Ithaca, a municipal corporation created and existing under the laws of the State of New York, with offices at 108 E. Green Street, Ithaca, New York 14850

Grantee,

WITNESSETH: that the Grantor, in consideration of ten ($10.00) dollars lawful money of the United States, and other good and valuable consideration, paid by the Grantee, does hereby grant and release unto the Grantee, its heirs, successors and/or assigns, forever, the following described permanent easement:

A PERMANENT EASEMENT IN, ON, OVER AND THROUGH ALL THAT PIECE OR PARCEL OF PROPERTY situate in the City of Ithaca County of Tompkins, State of New York, hereinafter designated as Map No. 01, Parcel No. 01, Hudson Place Watermain Extension, as shown on Exhibit "A", attached hereto (the “Easement Area”) and made a part hereof, for the purpose of constructing and maintaining a 12” diameter, subsurface waterline.

SAID PERMANENT EASEMENT to be exercised in, on and over a portion of the same lands described in a deed dated October 13, 2006, and recorded on January 25, 2011, in the Tompkins Clerk’s Office as Instrument No. 570587-001.

The property subject to this easement is located at 117-119 Coddington Road, Ithaca, New York 14850, being part of Tax Account No. 115-2-1.1 (the “Property”).

SUBJECT TO all covenants, conditions and restrictions of record affecting said premises; and further

SUBJECT TO the following additional conditions:

1. Grantor shall retain the right to landscape over the Easement Area, provided that such landscaping does not unreasonably interfere with the placement, maintenance, repair, or replacement of the subsurface waterline and subject to required standard municipal approvals, if any. Grantee shall not be liable for any costs or expenses associated with said landscaping and shall have the right to remove such landscaping to access the subsurface waterline for maintenance, repairs, or replacement if necessary.

2. Grantor shall retain the right to pave over the Easement Area, provided that such pavement does not unreasonably interfere with the placement, maintenance, repair, or
replacement of the subsurface waterline and subject to required standard municipal approvals, if any. Grantee shall not be liable for any costs or expenses associated with said paving and shall have the right to remove such paving to access the subsurface waterline for maintenance, repairs, or replacement if necessary.

3. Grantor shall retain the right to erect a fence over the Easement Area between the Property and the premises located at 815 S. Aurora Street, Ithaca, New York 14850, being part of Tax Account No. 115-1-15 (the “Neighboring Property”) and extending to the southwest to what is known as Rogan’s Corner, provided that such fencing does not unreasonably interfere with the placement, maintenance, repair, or replacement of the subsurface waterline and subject to required standard municipal approvals, if any. Grantee shall not be liable for any costs or expenses associated with said fencing and shall have the right to remove such fencing to access the subsurface waterline for maintenance, repairs, or replacement if necessary.

4. The subsurface waterline shall connect a subsurface waterline on the Neighboring Property to a subsurface waterline located on Hudson Place, both of which shall be owned and maintained by Grantee as part of its municipal water system and located within Grantee’s right-of-way or pursuant to an easement or other property interest obtained by Grantee on terms typical for securing municipal utility access. This easement agreement shall not be effective until Grantee secures this additional easement or property interest over the Neighboring Property.

5. This Easement shall be used solely for the construction and maintenance of a subsurface waterline for the benefit of municipal water users and the general public, and shall not be construed to provide any special benefit to any particular third party.

6. No aboveground appurtenances, such as hydrants, shall be placed within the Easement Area without the express written consent of the Grantor, which may be withheld for any reason whatsoever.

TO HAVE AND TO HOLD the said rights and privileges unto the Grantee, its successors and assigns, until such watermain is constructed and so long thereafter as a watermain is maintained thereon;

The Grantor covenants that she is the owner in fee of the above described lands and has the right to grant the easement and that the lands are free and clear of all liens and encumbrances, except any mortgages and easements of record.

This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all counterparts together shall constitute a single instrument.
IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be signed and sealed the day and year first above written.

__________________________________
Susanne Dennis

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

On the _____ day of _________________ in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared __________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____________________________________
Notary Public
5.4 Approval and Authorization to Execute Memorandum of Agreement and Settlement with Ithaca Police Benevolent Association

WHEREAS, in or about August and September of 2020 the Ithaca Police Department ("IPD") mandated certain officers to perform overtime work, and

WHEREAS, the Ithaca Police Benevolent Association ("PBA") filed an improper practice charge with the Public Employment Relations Board ("PERB") contending the City had an obligation to bargain with the PBA over procedures for allocating mandatory overtime work (Charge No. U-37670) (the "Charge"), and

WHEREAS, an administrative law judge of PERB encouraged the City and PBA to resolve the Charge by negotiating procedures for allocating mandatory overtime work, and

WHEREAS, the City and PBA successfully negotiated the procedures for allocating mandatory overtime work, which are reflected in the Memorandum of Agreement and Settlement; now therefore be it

RESOLVED, That the Common Council approves the Memorandum of Agreement and Settlement between the City and PBA setting forth procedures for the allocation of mandatory overtime work, providing for the payment of mandatory overtime work at a double time rate in specified circumstances, and allowing either party a yearly opportunity to opt out of the terms of the Memorandum of Agreement and Settlement in which case provisions for allocation and payment for mandatory overtime work would be renegotiated, and providing for PBA’s withdrawal of the Charge; and, be it further

RESOLVED, That the Acting Mayor is authorized to fully execute the Memorandum of Agreement and Settlement on behalf of the City.
STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the

ITHACA POLICE BENEVOLENT ASSOCIATION, INC.,
   Charging Party,

- against -

CITY OF ITHACA,
   Respondent.

PERB Case No.: U-37670

MEMORANDUM OF AGREEMENT AND SETTLEMENT

BY AND BETWEEN:

THE CITY OF ITHACA, NY

AND,

ITHACA POLICE BENEVOLENT ASSOCIATION, INC.

WHEREAS, the City of Ithaca, NY (hereinafter the “City”) and the Ithaca Police Benevolent Association, Inc. (hereinafter “PBA”), are signatories to a collective bargaining agreement (“CBA”) in which the terms and conditions of employment for the members of PBA are set forth;

WHEREAS, the CBA and a Memorandum of Agreement (“MOA”) dated July 1, 2020 enumerate the procedures associated with voluntary overtime in the Patrol Division, procedures which are not changed by this agreement;

WHEREAS, the PBA, on behalf of the members who were mandated to work overtime in August and September of 2020, filed an Improper Practice Charge (U-37670) (hereinafter the “Charge”) with the Public Employment Relations Board (“PERB”) on or about October 13, 2020;

WHEREAS, the Charge alleged a failure by the City to negotiate the procedures in which mandated overtime for the Patrol Division due to officer absence(s) would be assigned;

WHEREAS, an initial conference occurred in association with the Charge on December 16, 2020;

WHEREAS, the parties agreed to negotiate the procedures in which mandatory overtime in the Patrol Division due to absences or other emergency needs would be assigned;
WHEREAS, the Charge has been placed on PERB’s hold calendar while the parties negotiated these procedures;

NOW, THEREFORE, the parties hereto agree to the terms, as follows:

1. The parties agree that in situations requiring mandatory overtime in the Patrol Division due to absences or emergency i.e., unanticipated and unforeseen event or incident (not to include training), where the City determines additional officers are required in a shift, the City will follow the below procedures in the order as listed:

   a. Before mandating overtime under these procedures, the procedures for voluntary overtime outlined within the CBA and MOA, or as changed thereafter by the parties’ mutual agreement, will first be utilized to determine whether the necessary overtime could be filled voluntarily, unless an emergency as defined above requires immediate response.

   b. An officer scheduled to work the shift where there is a shortage but is scheduled for training will be notified that the training is cancelled and the officer is required to report for patrol for the shift, so long as the officer is given reasonable notice of the training cancellation and order to report for patrol. Prior to cancelling training consideration will be given to whether or not the training is a certification essential to the continued operations of the Ithaca Police Department. Cost, location, and the duration of the training will also be considered.

   c. Where no volunteer or an insufficient number of volunteers for overtime is/are obtained through the voluntary procedures, and/or an officer cannot be recalled from training, or an emergency need as described in paragraph 1(a) exists, the City may then mandate overtime to meet its desired staffing levels in accordance with the following procedures:

      i. For each bid cycle, there shall be a list maintained by the Department for each shift listing each officer assigned to that shift in reverse order of seniority. When an officer is mandated to work overtime the list shall be marked next to the applicable officer’s name and notated with a date when the mandated overtime occurred.

      ii. Supervisors shall make reasonable attempts to review the schedules of all officers regularly scheduled for their shift at least 72 hours in advance so as to ensure that to the greatest extent possible shift shortages can be covered through voluntary overtime in accordance with the CBA and the Voluntary Overtime MOA.

      iii. The list for each shift shall be utilized on a rotating basis, starting with the least senior officer, and then moving to the next most senior officer, etc., for each mandated shift. However, if any of the conditions in paragraphs 1(d), 5 or 7 are present, the rotation shall move to the next most senior officer. Should the most senior officer on the shift be mandated during the applicable bidding cycle, the rotation shall begin again with the least senior officer.
iv. The officer(s) who is/are on duty on the shift immediately preceding the shift in which mandatory overtime is needed shall be mandated to remain on duty for the first four hours of the shift in question, unless that officer agrees to work the entire eight-hour shift in which the overtime is needed.

v. The officer(s) who is/are scheduled for their regularly scheduled shift immediately following the shift in which mandatory overtime is needed shall be mandated to report early for the second four hours of the shift in question if the officer mandated from the preceding shift has not agreed to work the entire eight-hour shift as well as their regularly scheduled shift.

vi. If staff is unable to reach any of the officers on the following shift to come in early, staff may, in their discretion hold the officer mandated to work the first four hours of the shift to work for an additional four hours if there is a verified and articulated need such as high call volume or unusual incidents.

d. An officer shall not be mandated to work if it would result in the officer working more than 16 consecutive hours. In the event that an officer is excused under this provision, the next officer in order on the list will be mandated, but the excused officer will be the first to be mandated in the next instance mandating overtime is required. A notation will be made on the overtime list that demonstrates this occurred.

2. Officers who are mandated to work overtime shall be provided notice of the mandatory overtime as soon as patrol administration makes the determination that the mandated overtime is required.

3. Mandated overtime shall only be for a partial shift, i.e., four hours, except for situations as described in Paragraph 1(c)(iv) or (vi) above, and shall be paid in accordance with the terms of the CBA.

4. If, after an officer has been notified, they will be mandated to work, the need for the mandated time no longer exists, the officer who was mandated shall be given the option to work, even though the need for the mandate no longer exists. Officers who choose to work that time shall be paid in accordance with the CBA, but officers who choose not to work shall not be paid for that time.

5. No officer shall be mandated to work overtime more than three (3) times per calendar month (a calendar month shall be defined as the first day of each month until the last day of the same month, and resetting on the first of the next month).

6. An officer who has been mandated to work shall be compensated at a rate of two times their normal pay rate for all mandated hours worked or at the four (4) hours call-in or holiday overtime rate, whichever is higher. This provision shall not apply if the officer agrees to work the shift when the need for mandating no longer exists, as set forth in Paragraph 4 above.

7. Where an officer requests, for good reason, to be excused from mandatory overtime, they may notify the shift commander to request that they be excused from mandatory overtime for a shift in which they have been notified they will be mandated to work. After receipt of the request, it shall be considered and the employee will be notified of the decision to deny or approve the request. Such requests will not be unreasonably denied. In an instance where an officer is excused,
the next officer in order on the list will be mandated, but the excused officer will be the first to be mandated in the next instance mandating overtime is required. A notation will be made on the overtime list that demonstrates this occurred.

8. This MOA is not intended to impact the City’s management rights with respect to overtime or staffing level determinations in the Police Department.

9. Nothing in this agreement should be construed as altering the voluntary overtime procedure or shift bidding processes enumerated within the CBA and MOA.

10. This MOA shall be incorporated into the CBA and shall be enforceable through the grievance procedure of the CBA, subject to the following: (a) an employee shall work mandatory overtime for which the employee has been called in, even if disputed, subject to adjustment through the grievance procedure and not by refusing to work; and (b) either party may, not more than ninety (90) and not fewer than sixty (60) days prior to the first anniversary of the Common Council’s approval of this MOA, give written notice to the other party that this MOA shall terminate on the anniversary date. In the event either party gives such notice, this MOA shall terminate on the anniversary date unless replaced by a further written agreement of the parties. In the event neither party gives such notice, this MOA shall be renewed for an additional year and from year-to-year thereafter, subject to either party giving the other written notice of termination not more than ninety (90) and not fewer than sixty (60) days prior to the next anniversary, etc. Subpart “(b)” of this paragraph 10 shall remain in effect as to the provisions set forth in this MOA notwithstanding continuation of the CBA by its terms or by operation of law. Upon said notice being delivered to the other party, the parties shall then renegotiate the terms of this MOA. Mandated overtime that occurs from the date of termination of the MOA until the terms are renegotiated shall only be in response to an Emergency situation as defined in Paragraph 1.

11. This MOA is subject to PBA and Common Council approval and shall only be effective upon such approvals.

12. Upon Common Council approval of this agreement, the PBA shall withdraw the pending charge in PERB.

13. This agreement may not be utilized as precedent for any other matter arising between the parties.

14. The parties agree, for the purposes of this agreement, electronic, scanned, or facsimile signatures shall be deemed original signatures for all purposes, even if executed in one or more counterpart.

ITHACA POLICE BENEVOLENT THE CITY OF ITHACA, NY
ASSOCIATION, INC.  ASSOCIATION, INC.
PBA PRESIDENT ACTING MAYOR
Dated: March __, 2022 Dated: March __, 2022
5.5 Approval and Authorization to Execute Joint Ithaca-Tompkins Specialized Response Team Mutual Aid Assistance and Intermunicipal Agreement

WHEREAS, the City of Ithaca Police Department (“IPD”) and the Tompkins County Sheriff’s Office (“Sheriff’s Office”) have a long-standing cooperative relationship under which they provide mutual aid and assistance to one another including, without limitation, maintaining a joint specialized response team made up of officers of IPD and the Sheriff’s Office; and

WHEREAS, the agreement formalizing the operation of the joint specialized response team, entered at the request of the New York State Department of Criminal Justice Services, is due for renewal; and

WHEREAS, entry into the attached Joint Ithaca-Tompkins Specialized Response Team Mutual Aid and Assistance Agreement (the “Intermunicipal Agreement”) and submission of same to the State may open opportunities for grant funding to support the joint law enforcement activities of IPD and the Sheriff’s Office; now therefore be it

RESOLVED, That the Acting Mayor is authorized to fully execute the Intermunicipal Agreement on behalf of the City.
JOINT ITHACA-TOMPKINS SPECIALIZED RESPONSE TEAM MUTUAL AID ASSISTANCE AND INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this 1st day of January 2022 by and between the County of Tompkins ("County"), a municipal corporation with offices located at 125 E. Court Street, Ithaca, New York, and the City of Ithaca ("City"), a municipal corporation with offices located at 108 E. Green Street, Ithaca, New York (each a "local government," or collectively, "local governments.")

WHEREAS, local governments are authorized to request and provide police assistance to each other pursuant to New York General Municipal Law ("GML") Section 209-m, and

WHEREAS, the temporary exchange of law enforcement officers and equipment for the purpose of mutual assistance is further contemplated by Section 209-m, and

WHEREAS, Article 5-G of the GML authorizes municipal corporations to enter into agreements for the performance of their respective functions, powers, and duties on a cooperative or contract basis or for the provision of a joint service, and

WHEREAS Article 5-G provides that such agreements may extend the appropriate territorial jurisdiction of the participants necessary to fulfill said service, and allow personnel assigned to a joint service to possess the same powers, duties, immunities, and privileges they would ordinarily possess if they performed them in the area where they are employed, and

WHEREAS, GML Section 209-m, New York Criminal Procedure Law Sections 140.10(1) & (3), 120.60 et seq., and 690.25, and other applicable authority authorize law enforcement officers to exercise certain police powers and authorities outside their geographic area of employment when a request for assistance is forthcoming from another law enforcement agency, and

WHEREAS, each party has authority to operate a Specialized Response Team to respond to certain criminal acts or threats that are more effectively dealt with by a specially trained tactical team than standard police operations, and

WHEREAS, the parties have determined that it is in the best interests of the respective communities and of mutual advantage to enter into this agreement for the provision of interagency law enforcement services, and

WHEREAS, the New York State Law Enforcement Accreditation Program has requested that the parties enter into an agreement formalizing the operation of the joint Specialized Response Team;
NOW THEREFORE, pursuant to the above considerations and the covenants and mutual benefits contained in this Agreement, the parties agree as follows:

1. **Purpose.** The parties recognize that certain criminal acts or threats are more effectively dealt with by a specially trained tactical team than standard police operations, and that in such situations the use of law enforcement officers to perform law enforcement duties and the use of law enforcement equipment and supplies outside the territory of the local government where the officers are legally employed may be desirable and necessary. The objectives of this Agreement are:

   a. the more effective and efficient use of law enforcement resources and services in response to law enforcement intervention situations;

   b. an enhanced degree of cooperation between the Ithaca Police Department ("IPD") and the Sheriff’s Office;

   c. the maintenance of a joint Specialized Response Team ("SRT Team") composed of resources from and available to the Sheriff’s Office and IPD;

   d. the development and use of training exercises or programs where skills, knowledge, procedures, and expertise are shared by the parties;

   e. the adoption of rules and regulations providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency; and

   f. The elimination of the need to follow the formal procedure set forth in GML Section 209-m as applied to requests for assistance from the other party in the form of personnel and/or equipment as part of SRT Team activation.

2. **Authorization.** Intergovernmental SRT Team service and assistance (mutual aid) may be provided among the parties during those times of both (i) emergency and (ii) routine law enforcement work of a non-emergency nature to fulfill a mutual aid request. Examples of the latter situation would be pre-arranged training exercises and programs as well as temporary assignment of law enforcement officers and/or equipment to another law enforcement agency for training or patrol purposes where the officers and/or equipment may be involved in police intervention situations.

3. **Power and Authorization.**

   a. Although the City is located within the County, for purposes of this Agreement, the City shall not be considered to be within the territorial limits of the County. Operations by the Sheriff’s Office within the City shall be considered operations outside the territory of the Sheriff’s Office.

   b. Each party agrees that its law enforcement agency will supply personnel, equipment, and other available resources to the other party as part of the
SRT Team. The number of personnel and the amount or type of equipment to be supplied shall be determined by each party's chief law enforcement officer, or his or her designee.

c. The obligation to render mutual aid is strictly voluntary in nature. When the SRT Team is activated, each party may hold back any personnel and equipment as deemed appropriate in the sole discretion of its chief law enforcement officer or his or her designee. Each party has the right to recall loaned personnel and equipment at any time. Neither party shall incur any liability or responsibility for the failure to respond to or recall any personnel provided in response to any request for assistance made pursuant to this Agreement.

d. Each party authorizes its chief law enforcement officer, or his or her designee, to pre-arrange training exercises and programs as well as temporary assignment of officers and/or equipment to the other party for training purposes. Joint training for all personnel participating in SRT Team operations will be conducted on topics and at times and places mutually agreed upon between the parties. IPD will maintain all SRT Team-related training records.


a. During incidents occurring within the City, the Incident Commander will be a member of IPD, and during incidents occurring within the County but outside the City, the Incident Commander will be a member of the Sheriff's Office. The Incident Commander shall be in command of the operation(s) under which the SRT team is activated, and the SRT Team Commander shall report to the Incident Commander. SRT Team members will report to the SRT Team Commander during incidents and training events.

b. The parties' chief law enforcement officers, or their designees, shall select a SRT Team Commander by mutual agreement, and after consulting with the SRT Team Commander, other team leaders and operators as needed.


a. Except as otherwise provided in this Section 5, each party expressly waives all claims of whatever type or nature against the other and its personnel that may arise out of the performance of this Agreement.

b. The party receiving aid pursuant to this Agreement shall defend, indemnify, and hold the assisting party harmless from any and all claims, costs, losses, damages, and judgments (including but not limited to reasonable attorney's fees) against the assisting party arising from the
negligence or wrongful acts of the party receiving aid, its officers, and its personnel. Each party shall notify the other of any claims or lawsuits received arising out of SRT Team operations.

c. The parties agree that GML Section 209-m(S) applies to the assistance provided pursuant to this agreement.

d. All individuals shall retain all of their pension, disability, contractual, and compensation rights while performing duties in accordance with this agreement.

e. To the extent permitted by law, including but not limited to GML Sections 119-n, 119-o, and 209-m, all the powers (including the power of arrest), duties, rights, privileges, and immunities from liability which apply to the activities of the parties and the members of the SRT Team when performing their functions within their respective territorial limits shall apply to the activities of the SRT Team, team members, and other police officers or employees while furnishing tactical assistance outside their territorial limits under the terms of this Agreement unless otherwise provided by law or this agreement.

6. Rules and Regulations. The parties' chief law enforcement officers shall establish uniform rules and regulations for the operation of the SRT Team as necessary and appropriate to implement this agreement. Vehicles, firearms, equipment, and apparatus furnished in or for mutual aid shall be operated by personnel trained in the proper use of same.

7. Cooperation.

a. In the event a SRT Team activation results in an officer-involved shooting, accidental injury, or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

b. The Police Chief and the Sheriff will fully communicate, consult, and cooperate with each other to ensure that a thorough, efficient and effective investigation or review is conducted and that unnecessary duplication is avoided. The results of such investigation shall be shared with each local government.

c. Each party shall have access to the incident reports created by the other party related to incidents responded to under this Agreement.
8. **Effective Date and Termination.**

   a. This Agreement shall not be effective until approved by a majority vote of the governing board of each body, and shall continue through December 31, 2024.

   b. This agreement may be terminated on notice by either party at any time. Obligations previously incurred are not extinguished by the termination of the Agreement.

9. **Miscellaneous.**

   a. This agreement constitutes the entire agreement between the parties and cannot be modified or amended except by written agreement of the parties.

   b. Each party agrees to use best efforts to obtain and maintain certification from the SRT Team Certification Program administered by the State of New York Municipal Police Training Council.

   c. Any media release or press conference regarding a SRT Team activation will, if practicable, be coordinated in advance between the Police Chief and the Sheriff. The parties agree that media releases or press conferences will generally be initiated by the agency in whose jurisdiction the subject matter at hand occurred.

   d. This agreement shall not be construed or deemed to be an agreement for the benefit for any third party or parties. No third party or parties shall have any right of action under this agreement for any cause whatsoever.

   e. The laws of the State of New York shall govern this agreement. The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations in connection with the performance of this Agreement.

   f. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

   g. For the purposes of this agreement, when involved in routine law enforcement work of a non-emergency nature, temporary assignments and training exercises, the law enforcement agency from which the equipment is assigned, or which is providing the training, or which is sponsoring the training exercise shall be deemed the assisting local government.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals.
County of Tompkins

By: __________________________
Lisa Holmes, Interim Administrator
County Administrator

By: __________________________
Derek Osborne, Sheriff

City of Ithaca

By: __________________________
Laura Lewis, Mayor

By: __________________________
John Joly, Chief of Police
5.6 Request to Increase Authorization of Cecil A Malone Dr. Bridge Replacement Project – CP 863

WHEREAS, Sponsor will design, let and construct the "project", and

WHEREAS, a Project for the Cecil Malone Drive Bridge over Flood Relief Channel, P.I.N. 375589 ("the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-Federal funds, and

WHEREAS, the City of Ithaca desires to advance the Project by committing 100% of the non-Federal share of Design, Right-of-Way Incidental, Right-of-Way Acquisition, Construction and Inspection, and

WHEREAS, in November 2018, Common Council authorized $2,172,000 (95% Federal and 5% Local Share) of BRIDGE NY funding that was made available by the New York State Department of Transportation for Project, and

WHEREAS, in January 2022, Common Council increased the project budget by $822,000, for a total authorization of $2,994,000 as a result of project scope change and construction items increase due to the COVID-19 pandemic, and

WHEREAS, three bids were received for the Project on March 24, 2022, and

WHEREAS, Economy Paving Inc., 1819 NY-13, Cortland, NY, submitted the low bid for the Project in the amount of $2,779,299.70, and

WHEREAS, the Project budget is increased by $450,000 due to a higher low bid price than our Engineer's Estimate, and

WHEREAS, the City of Ithaca is responsible for all costs of the Project which exceed the amount of the BRIDGE NY funding awarded to the City of Ithaca, and

WHEREAS, the Department of Public Works has recommended to allocate an additional $405,000 in Consolidated Local Street and Highway Improvement Program (CHIPS) fund and $45,000 from the Water and Sewer fund to cover the budget shortfall, and

WHEREAS, the amended project budget is projected to be $3,444,000; now, therefore, be it

RESOLVED, That Common Council hereby approves an increase of Capital Project #863 by an amount not to exceed $450,000, for a total project authorization of $3,444,000, and, be it further

RESOLVED, That funds needed for said $450,000 amendment shall be derived from the following sources:

CHIPS - $405,000 and Water & Sewer Fund - $45,000

and, be it further
RESOLVED, That in the event of full federal and non-federal share cost of the Project exceeds the amount appropriated above, the City of Ithaca shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and, be it further

RESOLVED, That the Acting Mayor of the City of Ithaca be and is hereby authorized to execute all necessary agreements, and the Superintendent of Public Works is hereby authorized to execute all the necessary Certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of the City of Ithaca with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and, be it further

RESOLVED, That the Superintendent of Public Works hereby awards the construction contract for the Project to Economy Paving Inc., 1819 NY-13, Cortland, NY for its low bid of $2,779,299.70, contingent upon New York State Department of Transportation approval, and be it further

RESOLVED, That a certified copy of this Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and be it further

RESOLVED, That this resolution shall take effect immediately.
MEMORANDUM

TO: City Administration Committee
FROM: Addisu Gebre, Bridge Systems Engineer
DATE: April 5, 2022
RE: Cecil Malone Drive Bridge Replacement Project, CP#863

I have attached a resolution seeking Common Council authorization to increase the Cecil Malone Drive Bridge Replacement Project, CP#863 budget and award the contract to the lowest responsible bidder contingent upon New York State Department of Transportation approval.

In January 2022, Common Council amended the project budget for a total authorization of $2,994,000 to cover a significant engineer's estimate increase due to the high steel price increase resulting from the COVID-19 pandemic and project scope change. The project scope change resulted in temporary and permanent Right-of-Way acquisition, additional sidewalk, sewer system upgrade, and design and construction inspection costs.

On Wednesday, March 24, 2022, three bids were opened for Cecil A Malone Drive Bridge Project. And Economy Paving Inc. submitted the low bid for the Project in the amount of $2,779,299.70 which increased the project authorized budget by $450,000. To cover this budget gap, the Department of Public Works has recommended to allocate an additional $405,000 in Consolidated Local Street and Highway Improvement Program (CHIPS) fund and $45,000 from the Water and Sewer fund. Staff recommends award of contract to Economy Paving Inc. for its low bid of $2,779,299.70 contingent upon New York State Department of Transportation approval.

The project will include replacing the existing bridge to eliminate the bridge's structural deficiencies and providing a wider bridge deck to accommodate heavy industrial traffic, pedestrians, and bicyclists. The project will include restoring the crossing to a condition that provides a minimum 75-year design life.

If you have any questions, please call me @ 607-274-6530 or email me at agebre@cityofithaca.org.

cc: Tim Logue, Director of Engineering Services

“An Equal Opportunity Employer with a commitment to workforce diversification.”
5.7 Approval of Release of Funds for Right to Counsel Program

WHEREAS, as part of the 2022 Authorized Budget, Common Council placed $125,000 in Restricted Contingency for the Right to Counsel Program; now, therefore be it

RESOLVED, That Common Council hereby release an amount not to exceed $125,000 from Account A1990 Restricted Contingency and transfer said funds to Account A1210-5435 Mayor Contracts to provide funding to the Right to Counsel Program.
WHEREAS, a project for the rehabilitation of the Stewart Avenue Bridge over Fall Creek, P.I.N. 375669 ("the Project") is eligible for funding under Title 23 U.S. Code as administered by the Federal Highway Administration (FHWA), as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-Federal funds, and

WHEREAS, the City of Ithaca desires to advance the Project by making a commitment of 100% of the non-Federal share of the costs of Scoping, Preliminary Design, Detailed Design, and Right-of-Way (ROW) Incidentals, and

WHEREAS, this project constitutes a reconstruction of facility in-kind on the same site as well as maintenance or repair involving no substantial change in an existing facility, and is therefore a Type II action under the National Environmental Policy Act (NEPA) Regulation and in accordance with 6 NYCRR Part 617 requiring no environmental review, and

WHEREAS, on February 2, 2022, $110,000 (80% Federal/15% State/5% Local Share) project funding for the project made available by the New York State Department of Transportation to cover the cost of participation in Scoping, Preliminary Design, Detailed Design, and Right-of-Way (ROW) Incidentals; now therefore, be it

RESOLVED, That the Common Council hereby authorizes the City of Ithaca to pay in the first instance 100% of the Federal and non-Federal share of the cost of Scoping, Preliminary Design, Detailed Design, and Right-of-Way (ROW) Incidentals thereof, and be it further

RESOLVED, That Common Council hereby authorizes the City of Ithaca to pay in the first instance 100% of the Federal and non-Federal share of the cost of Scoping, Preliminary Design, Detailed Design, Right-of-Way (ROW) Incidentals thereof, and, be it further

RESOLVED, that the sum of $110,000 is hereby appropriated from Capital Project #910 and made available to cover the cost of participation in the above phases of the project, and it further

RESOLVED, That in the event the full Federal and non-Federal share costs of the project exceeds the amount appropriated above, Common Council of the City of Ithaca shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the NYSDOT thereof, and be it further

RESOLVED, That funds needed for said project shall be derived from the issuance of Serial Bonds with the City’s estimated share of the project cost not to exceed 5% or $5,500, and be it further

RESOLVED, That the Mayor of the City of Ithaca of the County of Tompkins be and is hereby authorized to sign all necessary Agreements with New York State Department of Transportation to secure Federal Aid and Marchiselli Aid on behalf of the City of Ithaca and the Superintendent of Public Works is authorized to sign all necessary construction documents, contracts, certifications, and reimbursement requests, and be it further
RESOLVED, That the Superintendent of Public Works be and is hereby authorized to administer the above project, and be it further

RESOLVED, That a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and be it further

RESOLVED, That this Resolution shall take effect immediately