# COMMON COUNCIL AGENDA

**Date:** Wednesday, October 4th 2023  
**Time:** 6:00 P.M.  
**Location:** City Hall, 108 E. Green Street 3rd Floor, Council Chambers  
**Watch Online:** [https://www.youtube.com/@CityofIthacaPublicMeetings](https://www.youtube.com/@CityofIthacaPublicMeetings)

## REVISED

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Voting Item?</th>
<th>Presenter(s)</th>
<th>Time Alotted</th>
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| 1. Call to Order  
  1.1 Agenda Review  
  1.2 Reports of Municipal Officials  
  1.3 Proclamations and Awards  
  1.4 Review and Approval of Minutes- **September 6th CC Minutes** | No No No Yes | Mayor Laura Lewis | 5 Min |
| 2. Petitions and Hearings of Persons Before Council  
  2.1 Statements from the Public  
  The public can provide short statements during this portion of the meeting. 3 minutes is the maximum time allotted, but the chair reserves the right to modify the amount of time per individual at the start of the meeting. Only the first hour of the meeting is set aside for Public Comment.  
  *Written comments submitted will be compiled and entered into the record.*  
  2.2 Privilege of the Floor – Mayor and Council | No No | Sign up for public comment here: [https://tinyurl.com/7ts9zmku](https://tinyurl.com/7ts9zmku)  
*Submit written comments here: [https://tinyurl.com/mr9kdhw8](https://tinyurl.com/mr9kdhw8) | 40 Min |
| 3. Executive Session | Yes | | 15 Min |
| 4. Presentation of the 2024 Budget | No | | 30 Min |
| 5. Consent Agenda  
  5.1 GIAC- Amend GIAC Personnel Roster-Resolution  
  5.2 Police Dept- Amendment to Personnel Roster Crime Analyst-Resolution  
  5.3 Police Dept- Amendment to Personnel Roster Deputy Chief-Resolution  
  5.4 DPW-Approval of Residential Permit Parking Oak Ave-Resolution  
  5.5 City Attorney- Authorize Execution of Easement relating to Hydropower Penstock Infrastructure – Resolution | Yes | Mayor Laura Lewis | 5 Min |
| 6. City Administration Committee  
  6.1 Amendment to Personnel Roster Assistant- Assistant Fire Chief  
  6.2 Controller’s Report | Yes No | Fire Chief, R. Covert  
City Controller, S. Thayer | 5 Min  
5 Min |
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<th>Presenter(s)</th>
<th>Time Allotted</th>
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<tbody>
<tr>
<td>7. Planning and Economic Development Committee- No Items Submitted</td>
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<td>8. New Business / Member Filed</td>
<td>Yes</td>
<td>City Attorney A. Lavine</td>
<td>30 Min</td>
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<td>8.1 A local law entitled “Amendment of City Charter to Specify the Duties, Authority, and Appointment and Removal Procedures of the City Manager.”</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
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<td>8.2 Medicare Supplement MS4 Retiree Health Insurance Plan Option for 2024- Resolution</td>
<td>Yes</td>
<td>HR Director, Schelley Michell-Nunn</td>
<td></td>
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<td>9. Mayor Appointments</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>5 Min</td>
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<td>9.1 Civil Service Commission Appointment</td>
<td>Yes</td>
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<td>9.2 Access Oversight Committee Appointment</td>
<td>Yes</td>
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<td>9.3 Ithaca Housing Board Appointment</td>
<td>Yes</td>
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<td>10. Reports from Council and Staff</td>
<td>No</td>
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<td>10 Min</td>
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<td>10.1 Reports from Special Committee</td>
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<td>10.2 Reports of Common Council</td>
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<td>10.3 City Clerk Report</td>
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<td>10.4 City Attorney Report</td>
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<td>11. Meeting Wrap-Up</td>
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<td>11.1 Meeting Adjourn</td>
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Next Meeting: October 4th, 2023

Hybrid Meetings
Common Council has resumed meeting in person; however, due to limited seating capacity in Common Council Chambers, city staff and members of the public are encouraged to participate remotely if they would like to.

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: https://tinyurl.com/mr9kdhw8
5.1 REQUEST TO AMEND 2023 PERSONNEL ROSTER OF THE GREATER ITHACA ACTIVITIES CENTER (GIAC)

WHEREAS, GIAC has one funded 35-hour roster Executive Assistant position, and

WHEREAS, as part of the personnel reductions during the height of the COVID-19 pandemic, GIAC Administration reduced the hours of this position to 35 hours per week, and

WHEREAS, this position not only supports the work of the GIAC Director but also the Deputy GIAC Directors and indeed the entire agency, and

WHEREAS, restoring this position to 40 hours a week is crucial to the workload for this position as we often have to cover overtime hours for it now, and

WHEREAS, GIAC’s 2023 budget as approved has funding to support these additional hours, and

WHEREAS, no additional funds are being requested for this position, now therefore be it

RESOLVED, that the Personnel Roster of GIAC shall be amended as follows:

Increase – one (1) GIAC Executive Assistant Position from 35 hours to 40 hours a week

And be it further,

RESOLVED, that said roster amendment will be made within the existing funds of the 2023 authorized GIAC budget.
5.2 Ithaca Police Department Amendment to Personnel Roster Crime Analyst- Resolution

WHEREAS, the Ithaca Police Department does not have a Crime Analyst, and

WHEREAS, currently police officers, investigators, and police supervisors are often tasked with trying to gather, interpret, analyze, then disseminate data for an investigation or the public, and

WHEREAS, the aforementioned process significantly decreases the overall efficiency of the Ithaca Police Department, and

WHEREAS, the nearest Crime Analyst Center is in Binghamton, and the analyst there are not able to continually provide data specific to the City of Ithaca, and

WHEREAS, the Ithaca Police Department would like to use data, and better data when deciding on deployment of resources, and

WHEREAS, the Ithaca Police Department values transparency and would like to have an increased ability to provide our community better information, data and statistics,

WHEREAS, the 2023 Ithaca Police Department Budget includes funding for a Crime Analyst; now, therefore, be it

RESOLVED, that the Personnel Roster of the Ithaca Police Department be amended as follows: Add: One (1) Crime Analyst (40 hours/week)

and be it further

RESOLVED, that the position of Crime Analyst shall be assigned to the CSEA Administrative Unit Compensation Plan at salary grade 12, and be it further

RESOLVED, that for the sole purpose of determining days worked reportable to the New York State and Local Employees Retirement System the standard workday for this position shall be established at eight (8) hours per day (forty (40) hours per week), and be it further

RESOLVED, that funding for this position shall be derived from the approved 2023 departmental budget
WHEREAS, due to staffing availability at the leadership level in the Ithaca Police Department, and

WHEREAS, it is desirable to have more stability by adding a new Deputy Police Chief to minimize the temporary restructuring, now, therefore, be it

RESOLVED, that the personnel roster of the Ithaca Police Department be amended as follows:

Fund: an additional Deputy Police Chief position and be it further

RESOLVED, that once there is a Deputy Police Chief vacancy the personnel roster of the Ithaca Police Department shall be automatically reduced from three (3) Deputy Police Chiefs to two (2) Deputy Police Chiefs, and be it further

RESOLVED, that the above change shall be funded from within the 2023 allocated budget of the Ithaca Police Department
WHEREAS, Chapter 260 of the Municipal Code of the City of Ithaca addresses the Residential Parking Permit System; and

WHEREAS, Parking by residential parking is allowed only within the “residential parking permit zone” (excluding streets within Cornell campus), with the boundaries as defined in 260-2, “Residential Parking Permit Zone”; and

WHEREAS, according to the Municipal Code section 260-3, the Board of Public Works designates the residential permit parking areas, and in the absence of BPW meetings, Engineering is bringing this issue to Common Council for discussion and resolution; and

WHEREAS, The City of Ithaca is currently reconstructing the 400 block of Oak Ave., and the new street configuration creates seven new on-street parking spaces where there were none; and

WHEREAS, The entirety of Oak Ave. is within the Residential Parking Permit Zone, and the 100-300 blocks of Oak Ave., as well as neighboring streets, are designated for residential permit parking, and the City wishes to match the existing regulations on Oak Ave. for the newly created parking spaces on the 400 block of Oak Ave.; then be it

RESOLVED, that Common Council hereby agrees that the City of Ithaca may designate the 400 block of Oak Ave. as a Residential Parking Permit block.
TO: City Administration Committee  
FROM: Erin Cuddihy, Transportation Engineer  
DATE: September 27, 2023  
RE: Residential Permit Parking on Oak Ave. (400 block)

Chapter 260 of the Municipal Code of the City of Ithaca addresses the Residential Parking Permit System. Parking by residential parking is allowed only within the “residential parking permit zone” (excluding streets within Cornell campus), with the boundaries as defined in 260-2, “Residential Parking Permit Zone”. The City, with the Board of Public Works’ permission, may install signage on blocks within the Residential Parking Permit Zone limiting parking to holders of residential parking permits during certain times of the day, as described in the Code section 260-3.

The City of Ithaca is currently reconstructing the 400 block of Oak Ave., and the new street configuration creates seven new on-street parking spaces where there were none. The entirety of Oak Ave. is within the Residential Parking Permit Zone. The 100-300 blocks of Oak Ave. includes residential permit parking to allow residents to be able to park on street – without it, the parking would likely be primarily used by student/staff commuters to Cornell campus. The Engineering department wishes to match the parking regulations on the 400 block of Oak Ave. to those on the 300 block of Oak Ave. and on the surrounding streets.

As the Board of Public Works is not meeting, and as the proposed parking regulation on the 400 block of Oak Ave. is consistent with the existing regulations on the 300 block of Oak Ave. and throughout the neighborhood, the Engineering department is requesting permission for this action from Common Council.

Please see the attached design drawings for the location of the new parking spaces (on the north side of the street, in the parking pull-off areas), and the attached maps showing the existing residential parking permit zones and streets with residential permit parking.

Thank you,

Erin Cuddihy  
Transportation Engineer  
City of Ithaca  
607-375-7818, ecuddihy@cityofithaca.org
WHEREAS, on March 28, 1903, the City of Ithaca acquired certain land for the purposes of constructing and maintaining public streets, including the land on which the present-day Fall Creek Drive is located, and the City further holds a right-of-way over certain land on which Thurston Avenue is located (collectively, the “Property”), and

WHEREAS, at the time of the City’s acquisition of the Property, certain infrastructure relating to the operation of the hydroelectric power facility located in Fall Creek gorge (“Penstock”) was already present beneath the Property, and

WHEREAS, the Penstock is owned and maintained by Cornell University, and

WHEREAS, the Common Council of the City of Ithaca wishes to formalize the existing arrangement regarding the Penstock and the Property between the City and Cornell University and to clarify its terms through a written easement agreement; now, therefore, be it

RESOLVED, that the Mayor, in consultation with the City Attorney, is hereby authorized to execute an easement in a form substantially similar to that attached hereto and any such further documents as may be necessary to effectuate the transfer of the easement.
MEMORANDUM

To: City Administration Committee
Date: September 12, 2023
Re: Proposed Hydropower Penstock Easement

Dear Council Members,

Please find accompanying this memorandum a resolution, proposed easement, and supporting documentation concerning already existing hydropower infrastructure located underneath Fall Creek Drive and Thurston Avenue.

In 1903, the City acquired the land over which Fall Creek Drive currently runs from Edward and Edith Wyckoff as part of a larger transfer of private roads to public ownership. At the time of the transfer, there was already in place penstock infrastructure feeding water from Beebe Lake to the hydroelectric facility located in the Fall Creek gorge, which was originally constructed in the late 19th century and continues to generate power to this day. The penstock also passes beneath Thurston Avenue, which the City constructed and maintains pursuant to a right of way over a Cornell-owned parcel. The maps accompanying the easement depict the location of the penstock in relation to the current location of the roads as well as the proposed easement area.

In the past one hundred twenty years since the Wyckoffs transferred their land to the City, the City has maintained its public streets and related infrastructure on and near the surface while Cornell has maintained its penstock further underground. The purpose of this easement is to formalize the existing arrangement, clarify the terms on which Cornell may access the penstock for maintenance and related purposes, and to affirm the City’s right to maintain its own roads and infrastructure in the easement area. Our office has coordinated with the Department of Public Works in negotiating the proposed easement; no operational or financial impacts are expected to result from its execution.

Please do not hesitate to contact me if you should have any questions. A member of our office will also be present at the September CA meeting if anything should arise during your deliberations.

Sincerely,

Victor J. Kessler
Assistant City Attorney
PERMANENT HYDRO-ELECTRIC PENSTOCK AND ACCESS EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE is made this ____ day of ____________, 2023 by and between the City of Ithaca, a municipal corporation of the State of New York, with offices at 108 East Green Street, Ithaca, New York 14850 (“Grantor” or “City”), and Cornell University, an education corporation chartered by the State of New York, c/o Real Estate Department, Box DH-Real Estate, Ithaca, New York 14853 (“Grantee” or “Cornell”).

The Grantee is the fee owner of a certain parcel of land identified as Tax Parcel number 30.-1-1.2 (the “Cornell Premises”), located in the City of Ithaca, Tompkins County, New York, and the Grantor is the owner of a right-of-way (the “Right-of-Way”) across said parcel of land on which the City built and owns Thurston Avenue.

The Grantor is the fee owner of a certain parcel of land (the “City Premises”), located in the City of Ithaca, Tompkins County, New York, deeded to the City for highway purposes from Edward G. Wyckoff, as more particularly described in Liber 159 of Deeds at Page 200, on which the City built Fall Creek Drive.

NOW WITNESSETH, that the Grantor, in consideration of One and 00/100 Dollar ($1.00) and other good and valuable consideration paid by Cornell, the receipt and sufficiency of which are hereby acknowledged by the Grantor and Cornell, does hereby grant, remise, relinquish and release unto Cornell, its successors and assigns forever, a non-exclusive EASEMENT and RIGHT-OF-WAY to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of subterranean hydro-electric penstock infrastructure, together with any and all necessary or desirable related subterranean appurtenances and devices, together with the rights of free ingress and egress in, over, across, upon, and under the below-described Right-of-Way and City Premises, such locations being the area of the permanent easement and right-of-way herein granted, and including the right to trim and/or remove trees, shrubs and other obstructions except as otherwise expressly limited herein, upon the below-described parcels of land situate in the City of Ithaca, County of Tompkins and State of New York, all as more particularly bounded and described as follows:

EAUSEMENT A

ALL THAT PORTION OF THE CITY PREMISES, situate in the City of Ithaca, County of Tompkins and State of New York, consisting of a 20-foot wide strip of land centered on the existing hydro-electric penstock infrastructure located beneath Fall Creek Drive as described on the survey map entitled “Easement Map for Hydro-Electric Penstock Infrastructure Over Fall Creek Drive for Cornell University, City of Ithaca, Tompkins County, New York,” made by T.G. Miller, P.C., Engineers and Surveyors, Ithaca, New York, dated March 11, 2022, incorporated herein by reference, a copy of which map is intended to be filed in the Tompkins County Clerk’s Office concurrently herewith, as more particularly described in Schedule A attached hereto, and
EASEMENT B
ALL THAT PORTION OF THE RIGHT-OF-WAY, situate in the City of Ithaca, County of Tompkins and State of New York, located on part of Tax Parcel number 30.-1-1.2, as described on the survey map entitled “Easement Map for Hydro-Electric Penstock Infrastructure Over Thurston Avenue for Cornell University, City of Ithaca, Tompkins County, New York,” made by T.G. Miller, P.C., Engineers and Surveyors, Ithaca, New York, dated March 11, 2022 incorporated herein by reference, a copy of which map is intended to be filed in the Tompkins County Clerk’s Office concurrently herewith, as more particularly described in Schedule B attached hereto.

Reserving unto Grantor all rights accruing from Grantor’s ownership of the City Premises and the Right-of-Way over the Cornell Premises, except to any extent that exercise of such rights and Grantor’s use of the City Premises or the Right-of-Way conflict with the terms of this easement. Without limiting the foregoing, Grantor expressly reserves: (1) the right to cross, recross or otherwise use said easement and right-of-way for utility, telecommunication, or other purposes and to grant future easements consistent with Grantor’s covenants herein, provided that Grantor’s actions do not interfere with, damage or otherwise affect the rights granted herein or with the functioning of the hydro-electric penstock infrastructure or associated facilities, and (2) the right to relocate said easement and right-of-way and the facilities located thereon, in whole or in part, in accordance with plans and specifications approved by Cornell, and subject to the review and approval of the Federal Energy Regulatory Commission. In considering approval, Cornell may consider the effects of the proposed changes on the hydro-electric penstock infrastructure’s operation and costs.

All equipment, materials, and other property belonging to the Grantor, its agents or contractors, stored on or located on the City Premises shall remain the property of and shall be under the control and supervision of the Grantor.

All equipment, materials, and other property belonging to the Grantee, its agents or contractors, stored on or located on the Cornell Premises, as well as the hydro-electric penstock infrastructure located on the City Premises, and other and related appurtenances and devices, shall remain the property of and shall be under the control and supervision of the Grantee.

AND, Grantor further covenants and agrees, for itself and all of its successors and assigns:

1. No buildings or structures, or trees or plants other than those presently installed, shall be constructed or placed within the aforesaid permanent easement and right-of-way which will interfere with complete access by Cornell, its successors, assigns, employees and agents to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of any hydro-electric penstock infrastructure, and other and related appurtenances and devices unless the permission of the Grantee is first obtained.

2. Except to the extent necessary for the construction and maintenance of roads, sidewalks, curbs, drainage, utilities, and other such improvements on the City Premises or within the Right-of-Way, Grantor will not permit or conduct any mining, excavation, construction or
blasting within said easement and right-of-way, or engage in any conduct, directly or indirectly, that blocks, obstructs, or interferes with the ingress and egress rights of Cornell, its successors, assigns, employees, and agents, without permission of the Grantee.

3. Grantor will place the following provision in all conveyances of the City Premises or the Right-of-Way or portions thereof covered by this easement, or any rights therein:

“Subject to a hydro-electric penstock infrastructure and access easement and right-of-way to convey rights to Cornell University for hydro-electric penstock infrastructure purposes, including the conveyance of rights to Cornell University to excavate, install, lay, construct, operate, make observations of, inspect, maintain, alter, improve, repair, remove, replace or change the size of hydro-electric penstock infrastructure and other and related appurtenances and devices, together with the rights of free ingress and egress in, over, across, upon and under the below-described permanent easement and right-of-way, and including the right to trim and/or remove trees, shrubs and other obstructions, all of which rights are (1) set forth in said permanent easement and right-of-way granted to Cornell University on [date] and recorded in the Tompkins County Clerk’s Office on [date] as Instrument No. __________, the terms, obligations and conditions of which are expressly incorporated herein, and (2) assignable by the said Cornell University to any successor or assign.”

Notwithstanding the preceding paragraphs, Grantee recognizes Grantor’s likely need to use, design, construct, evaluate, maintain, repair, remove, and replace roads, sidewalks, curbs, drainage, utilities, and other such improvements on the City Premises and within the Right-of-Way, and to hold such improvements out for public use, provided that such improvements do not interfere with Grantee’s rights under this permanent easement and right of way. Grantee recognizes that its access to the hydro-electric penstock infrastructure and other and related appurtenances and devices may be temporarily limited in whole or part during Grantor’s construction, evaluation, maintenance, repair, removal, or replacement of City-owned roads, sidewalks, curbs, drainage, utilities, and other such improvements on the City Premises and within the Right-of-Way, and that such limitations shall not be deemed a violation of this permanent easement and right of way. Grantor agrees to use reasonable efforts to provide Grantee with access if needed during such periods of time.

AND FURTHER, Grantor and Cornell acknowledge that the easement and right-of-way hereby granted are fully assignable by Cornell to any successor or assign, or to any existing or future improvement district(s), without prejudice or recourse.

TO HAVE AND TO HOLD said right-of-way and easement unto Cornell, its successors and assigns forever, it being the intent of the Grantor to have this easement and all related rights-of-way herein expressed run with the land forever, and be permanent and perpetual.
AND CORNELL UNIVERSITY DOES COVENANT that:

1. Grantee will at all times, at Grantee’s expense, when it enters the City Premises and/or the Right-of-Way for any purpose related to the permanent easement as granted by this instrument, leave the City Premises and/or the Right-of-Way in a neat and presentable condition, returning the City Premises and/or the Right-of-Way as nearly as practicable to its condition before such entry, including grading and reseeding as applicable, subject to any changes in the City Premises and/or the Right-of-Way permitted by the exercise of the rights granted by this easement.

2. Grantee shall provide the City’s Department of Public Works with no fewer than 30 days of advance written notice prior to entering the City Premises or Right-of-Way for the purposes of exercising any of its rights herein described in a manner that would obstruct or interfere with the City’s or public’s use of the City Premises or Right-of-Way. In case of emergency, advance written notice shall not be required, but Grantee shall notify Grantor as soon as is practicable under the circumstances.

3. Grantee shall not allow any claim, lien or other encumbrance arising from its use of the easement area to accrue against or attach to the easement premises or any other portion of the City Premises and/or the Right-of-Way, but if any lien or notice of lien is so filed, the responsible party shall promptly bond and discharge any lien or notice of lien that may be so filed. Grantor shall send to Grantee timely written notice of any lien so filed of which Grantor itself has notice, and Grantee shall send to Grantor timely written notice of any lien so filed of which Grantee itself has notice.

4. Grantee has evaluated title to the City Premises and Right-of-Way without reliance on any representation or warranty of title from Grantor.

5. Grantee shall cause this easement grant to be recorded in the office of the Clerk of Tompkins County, New York, at Grantee’s expense.

6. Grantee, by accepting this easement, agrees it shall indemnify Grantor, Grantor’s officers, employees, agents, successors and assigns (collectively, the “Indemnified Parties”), and hold them harmless from any claims, demands, actions, suits, liabilities, losses, injuries, costs, or judgments (collectively, “Claims”) that arise out of or result from (in whole or in part) the use of the City Premises and/or the Right-of-Way or the exercise of Grantee’s rights hereunder by Grantee, its employees, contractors, agents, or invitees, including (without limitation) reasonable investigatory and legal costs. Notwithstanding the foregoing, to the extent the Indemnified Parties are negligent or act with willful misconduct, Grantee’s duty to indemnify them shall not extend to the proportion of loss attributable to the Indemnified Parties’ negligence or willful misconduct.

This easement and right-of-way, and the covenants contained herein, shall inure to and be binding on the successors and assigns of the respective parties.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals the
day and year first above written.

CORNELL UNIVERSITY

By: __________________________
Jeremy Thomas
Senior Director,
Real Estate Department

State of New York )
County of Tompkins ) ss.:  

On the _____ day of ____________, in the year 2023, before me, the undersigned, personally
appeared Jeremy Thomas, 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 executed the same in his capacity, and that by his signature on the instrument, the
individual, or the person upon behalf of which the individual acted, executed the instrument.

_______________________________________
Notary Public

CITY OF ITHACA

By: __________________________
Laura Lewis
Mayor

State of New York )
County of Tompkins ) ss.:  

On the _____ day of ____________, in the year 2023, before me, the undersigned, personally
appeared Laura Lewis 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 she executed the same in her capacity, and that by her signature on the instrument, the
individual, or the person upon behalf of which the individual acted, executed the instrument.

_______________________________________
Notary Public
ALL THAT TRACT OR PARCEL OF LAND situate in the City of Ithaca, County of Tompkins, State of New York, being bounded and described as follows:

Beginning at a point in the Westerly street line of Wyckoff Avenue, which said point is further located a distance of 200' more or less from the South street line of Thurston Avenue.

RUNNING THENCE N 67°25'39" E a distance of 49.87' to a point;
RUNNING THENCE S 03°02'16" E a distance of 57.13' to a point in the Southerly street line of Fall Creek Drive;
RUNNING THENCE S 76°37'00" W a distance of 141.71' to a point;
RUNNING THENCE with a curve turning to the left with an arc length of 263.7' more or less, with a chord bearing of S 66°21'08" W, with a chord length of 260.91' to a point;
RUNNING THENCE S 78°42'27" W a distance of 20.00' to a point;
RUNNING THENCE N 11°17'33" W a distance of 40.00' to a point in the Northerly street line of Fall Creek Drive;
RUNNING THENCE N 78°41'25" E a distance of 20.56' to a point;
RUNNING THENCE with a curve turning to the left with an arc length of 260.8' more or less, with a chord bearing of N 66°13'50" E, with a chord length of 258.15' to a point;
RUNNING THENCE N 76°37'00" E a distance of 102.04' to a point;
RUNNING THENCE N 03°02'16" W a distance of 8.37' to the point and place of beginning.

Said easement containing an area of 17,715 square feet, 0.407 acres

SUBJECT TO covenants, restrictions, easements and encumbrances of record.

For a more particular description thereof, reference is hereby made to a survey map entitled “Easement Map for Hydro-Electric Penstock Infrastructure over Fall Creek Drive for Cornell University, City of Ithaca, Tompkins County, New York”, dated 3/11/2022 prepared by T.G. Miller, P.C., Engineers and Surveyors, Ithaca, New York, filed concurrently herewith and incorporated herein by reference.
ALL THAT TRACT OR PARCEL OF LAND situate in the City of Ithaca, County of Tompkins, State of New York, being bounded and described as follows:

Beginning at a point in the Easterly street line of Thurston Avenue, which point being 65' more or less from the present centerline of Credit Farm Drive, which said point is further located a distance of 33' Southeasterly more or less from the centerline of intersection of Thurston Avenue.

RUNNING THENCE with a curve turning to the right with an arc length of 40.08', with a radius of 2459.73', with a chord bearing of S 09°26'55" W, with a chord length of 40.08' to a point;

RUNNING THENCE N 84°06'06" W a distance of 66.17' to a point in the Westerly streetline of Thurston Avenue;

RUNNING THENCE with a curve turning to the left with an arc length of 40.08', with a radius of 2393.73', with a chord bearing of N 09°32'48" E, with a chord length of 40.08' to a point;

RUNNING THENCE S 84°06'06" E a distance of 66.10' to the point and place of beginning.

Said easement containing an area of 2,645 square feet, 0.061 acres

SUBJECT TO covenants, restrictions, easements and encumbrances of record.

For a more particular description thereof, reference is hereby made to a survey map entitled “Easement Map for Hydro-Electric Penstock Infrastructure over Thurston Avenue for Cornell University, City of Ithaca, Tompkins County, New York”, dated 3/11/2022 prepared by T.G. Miller, P.C., Engineers and Surveyors, Ithaca, New York, filed concurrently herewith and incorporated herein by reference.
NOTES:

1. Horizontal datum is referenced to the New York State Plane Coordinate System, Central Zone, NAD83 through GPS real time observations using NYSNET continuous operating reference stations.
WHEREAS, the Ithaca Fire Department currently has one Assistant Fire Chief who holds the title of Fire Marshall and handles all administrative functions and special acceptance testing in the Fire Prevention Bureau; and

WHEREAS, the person who currently holds this position has indicated her intent to retire in the first quarter of 2024; and

WHEREAS, the department and the community would benefit from onboarding a new Fire Marshall for transition training prior to the pending retirement; and

WHEREAS, the department has funded but unfilled Firefighter positions; now therefore be it

RESOLVED, that the personnel roster of the Ithaca Fire Department be amended as follows, effective January 1, 2024:

Add one (1) Assistant Fire Chief

And be it further

RESOLVED, that the seventh Assistant Fire Chief position will remain funded through the transition period, and be it further

RESOLVED, that upon full completion of the transition and retirement of the current Fire Marshall, the seventh Assistant Fire Chief position shall be eliminated, and be it further

RESOLVED, that the above changes be funded using funds in the 2024 IFD budget, derived from current vacant funded position in account A3410 5110 12100.
WHEREAS, on November 3, 2021, the Common Council passed Local Law No. 2022 - 07, which amended Section C-5 of the Ithaca City Charter to, among other things, add Section C.5(C)(6), which states, “The City Manager is an officer appointed by Common Council in accordance with such appointment and removal procedures as the Common Council may promulgate from time to time and serves at the pleasure of the Common Council”; and

WHEREAS, on November 8, 2022, the voters of the City overwhelmingly approved, upon referendum, the creation of the position of City Manager and related legislative provisions required to be submitted to referendum to enable the City to reconfigure the duties and authority of the Mayor and engage the services of a City Manager, with such provisions to become operative on January 1, 2024; and

WHEREAS, Common Council now desires to specify the duties, authority, and appointment and removal procedures applicable to the City Manager; now therefore

Local Law No. 2023 –

BE IT 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 Common Council, by Local Law No. 2022 – 07, created the position of City Manager to enable the City to select and hire a trained, experienced professional in the role of City Manager to be the Chief Executive Officer of the City.

2. The City is in the process of transitioning to the City Manager form of government as specified in Local Law No. 2022 – 07 including, without limitation, conducting a search for the City’s first City Manager to take office effective January 1, 2024.

Based upon the above findings, the intent and purpose of this Local Law is to facilitate the search for a City Manager and further define the role of City Manager, to delineate the City Manager’s duties, authority, and the applicable appointment and removal procedures for the position.

Section 2. Charter Amendments.

This Section 2 adds to the Ithaca City Charter the following Section, to be numbered as Section C-12 and titled “City Manager,” with all subsequent Sections of the Charter to be renumbered accordingly.
§ C-12 City Manager

A. Selection and Qualifications.

(1) The Common Council shall appoint a City Manager by a majority vote of its entire membership. The City manager shall be a public officer appointed based solely on executive and administrative qualifications, relevant education, and training and experience in public administration. If not already a resident of Tompkins County, New York (the “County”), the City Manager shall establish residency in the County within no more than twelve months of appointment, or such lesser period of time as specified by the Common Council from time to time (including in the form of an approved employment agreement). No member of the Common Council or Mayor shall take office as City Manager during the term for which that person was elected or within one year after expiration of that person’s term.

(2) The City Manager may be employed by the City pursuant to a written employment agreement upon such terms and conditions as the Common Council may agree. The duration of such an employment agreement shall not exceed five (5) years. Subject to the procedures set forth in this Charter concerning removal of the City Manager, any employment agreement with a City Manager shall preserve the Common Council’s right to terminate the employment of a City Manager at its pleasure; provided that, such a contract may specify reasonable severance compensation and benefits to be paid and/or provided to a City Manager whose employment is terminated other than for misconduct or cause. Any provision of severance compensation or benefits to a City Manager pursuant to an employment agreement shall, as a condition to receipt thereof, require the City Manager to execute a general release of all claims and liabilities of the City and its employees, officers, and agents, to the City Manager to the maximum extent allowed by law. Such a general release shall be in form and substance satisfactory to the Common Council. No employment agreement for a City Manager shall be deemed, due to the provision of reasonable severance compensation and benefits, to bind any future Common Council, nor shall severance compensation or benefits, if paid or payable, be deemed a gift of public funds.

B. Duties and Authority of the City Manager.

(1) The City Manager shall be the Chief Executive and Administrative Officer of the City. The City Manager shall be responsible to the Common Council for the administration of all City affairs under the City Manager’s jurisdiction and control or placed in the City Manager’s charge by or under this Charter or other provisions of law. The City Manager shall have all incidental powers and duties conferred upon the chief executive and administrative officer of the
City by all general laws of the State of New York except as otherwise provided in this Charter.

(2) The City Manager shall have the following duties and authority:

a. To take care that within the City the laws of this state and the local laws, ordinances and policies passed by the Common Council shall be faithfully executed.

b. To attend all meetings of the Common Council. The City Manager may participate in any discussion and make recommendations but shall not have the right to vote.

c. To appoint the officers, department heads, and deputies specified in this Charter or the local laws, ordinances, and resolutions of the Common Council. Where stated, such appointments shall be subject to the approval of the Common Council.

d. To, during the absence of any appointive officer or department head under the City Manager's supervision, assume the duties of such department head or officer, or designate another person to perform the duties of such person(s) on an acting basis.

e. To prescribe the duties and fix the compensation of all officers appointed by the City Manager and of all employees of the City not otherwise provided for by this Charter.

f. To exercise constant supervision over the conduct of all subordinate officers, to receive and investigate all complaints against them for misconduct or neglect of duty, and to hold hearings and take disciplinary actions against subordinate officers including suspending them from or terminating their employment, subject to the approval of Common Council where required.

g. To recommend to Council Committee Chairs, the Mayor, and Common Council policy changes or Code revisions that would promote efficiency in City operations in keeping with the larger goals of the City established by Common Council.

h. To execute all contracts, deeds or leases, permits, and licenses that the City Manager may be authorized to issue, and to revoke or cancel a permit or license at any time should the permittee or licensee fail to comply with any of the terms, agreements, covenants and conditions thereof.
i. To oversee collective bargaining negotiations, grievances pursuant to collective bargaining agreements, and arbitration proceedings with organized employee organizations representing employees of the City.

j. To know, either in person or by the aid of a competent expert, the manner in which the accounts of the City and the various boards of the City are kept, to exercise general supervision thereof; to require the submission of the statements provided for by this Charter and such additional statements as the City Manager may deem necessary and to cause the annual financial statements to be published; to make recommendations for the consideration of any said boards; and to make such investigations and reports in regard to the work and transactions thereof, and of any department or function of the City, as the City Manager may deem necessary or advisable for the information of the inhabitants of the City or otherwise.

k. To at any time examine the books, vouchers, and papers of any officer or employee of the City and to summon and examine, under oath, any person connected therewith.

l. To obtain estimates of revenue and expenditures from all departments, offices, and agencies, and prepare, submit, and execute an annual budget that reflects effective, efficient, and economical management of municipal funds.

m. To keep the Common Council fully advised as to the financial condition and future needs of the City, and to submit to the Council within two (2) months after the close of each fiscal year a complete report on the finances and administrative activities of the City.

n. To make such other reports as the Council may require concerning the operations of City departments, offices, and agencies subject to his/her direction and supervision.

o. To chair the Capital Projects Review Committee.

p. To perform all other duties and possess all powers as may be required by law or conferred or imposed on the City Manager by the City of Ithaca Common Council.

C. Removal.

Notwithstanding whether the City Manager is appointed pursuant to a written employment agreement or otherwise, and without any requirement that cause, or
misconduct, be demonstrated, the Common Council may remove the City Manager from office in accordance with the following procedures:

(1) The Council shall adopt by affirmative vote of a majority of its members a preliminary resolution for removal, which must state the reasons for removal, and which may suspend the City Manager from duty for a period not to exceed thirty (30) days. Such suspension shall not deprive the City Manager of salary for such period, but no reimbursable expenses may be charged to the City or to a City department by the suspended City Manager for expenses incurred during the period of the suspension. A copy of the resolution shall be delivered to or served upon the City Manager personally within five (5) days after its adoption. A preliminary resolution for removal may also be served upon the City Manager by forwarding a copy of the resolution to the City Manager by Express Mail or overnight courier service to the City Manager's last known physical address.

(2) The City Manager, within five (5) days of the personal service or six (6) days after deposit of the resolution with Express Mail or overnight courier service within the time limit for overnight delivery, shall have the right to file a written request with the Common Council for an opportunity to be heard at a public meeting thereof concerning the removal. A written request for a public hearing must be received within the designated time by personal delivery, mail, or overnight courier at the Office of the City Clerk. If the City Manager requests a hearing, the opportunity to be heard shall be afforded at a regular or special meeting of the Council to be held within fifteen (15) days of the Council's receipt of such request. The Council may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of two thirds of all its members at any time after the City Manager is afforded the opportunity to be heard at a Council meeting or, if no opportunity to be heard is timely requested, after five (5) days from the date when a copy of the preliminary resolution was served upon the City Manager by personal delivery, or six (6) days after it was timely dispatched to him by Express Mail or overnight courier.

(3) The City Manager's salary and benefits shall continue until the effective date of the final resolution of removal, or for such additional period as may be required pursuant to the terms of the City Manager's employment agreement, if any.

(4) The action of the Common Council in suspending or removing the City Manager shall be final and binding.

D. Acting City Manager.
(1) The City Manager shall, within sixty (60) days of appointment, file a signed letter with the City Clerk designating any appointed officer of the City to act as City Manager during the temporary absence or disability of the City Manager (referred to as the “Acting City Manager”). The City Manager may amend this designation at any time by a subsequent written and signed filing with the City Clerk. In the absence of a designation by the City Manager, the Council may make such designation. The Common Council may also, by majority vote at a regular or special meeting, revoke the City Manager’s designation and appoint its own designee as Acting City Manager pending the City Manager’s return. The person so designated, during the continuance of such absence or disability, shall perform all the duties and have all the powers of the City Manager; provided that, the Acting City Manager shall not be authorized to make appointments or to remove City officers from their positions during the Acting City Manager’s first thirty (30) days of service in such capacity, unless authorized by the Common Council.

(2) If a vacancy occurs in the office of City Manager due to death, resignation or otherwise, the Common Council shall immediately commence the process for selecting a new City Manager. The Acting City Manager, to the extent not already serving as such, shall serve (or continue) in the position of Acting City Manager until a new City Manager is appointed; provided, however, that a person or persons designated as Acting City Manager may not serve more than an aggregate of six (6) months unless the Common Council, by resolution, certifies the necessity for continuation of the services of an Acting City Manager in such capacity, and sets forth the reasons why a new City Manager has not been appointed. Upon the adoption of such resolution an Acting City Manager may continue to serve for no more than an additional six (6) months unless further extended by the process set forth herein.

(3) Elected officers of the City shall not be eligible to serve as Acting City Manager.

Section 3. This Section 3 amends Section C-5(C)(4)(b) of the City Charter by adding to the end thereof:

"; Deputy City Manager for Public Safety as appointed to the Office of the City Manager."

Section 4. Severability clause. Severability is intended throughout and within the provisions of this Local Law. If any section, subsection, sentence, clause, phrase, or portion of this Local Law 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 Local Law.
Section 5. Effective date.
This Local Law shall take effect on January 1, 2024, and after filing in the office of the Secretary of State.
8.2 RESOLUTION: To Add the Medicare Supplement MS4 Retiree Health Insurance Plan Option for 2024

Whereas, the Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC) has a menu of medical and prescription benefit plans available to participating municipalities, and

Whereas, participating municipalities, such as the City of Ithaca, are required to notify GTCMHIC of any change in its plan offerings to employees or retirees by October 15th, and

Whereas, the City of Ithaca’s City Council has discussed and wishes to offer the GTCMHIC Classic Blue Secure Medicare Supplement MS4 Plan, now therefore be it

Resolved, that the City of Ithaca’s City Council hereby approves offering the GTCMHIC Classic Blue Secure Medicare Supplement MS4 Plan effective January 1, 2024, as a health insurance plan option for Medicare eligible retirees only, and be it

Resolved, further, that a copy of this resolution shall be submitted to GTCMHIC along with the GTCMHIC New Plan Addition Form signed by the City of Ithaca’s mayor.
9.1 Mayor Appointment to Civil Service Commission

RESOLVED, that Janet Mt. Pleasant be appointed to the Civil Service Commission for a Six (6) Year Term ending May 31st, 2028

9.2 Mayor Appointment to Access Oversight Committee

RESOLVED, that Wayles Browne be reappointed to the Cable Access Oversight Committee for a Three (3) Year Term ending December 31, 2025

9.3 Mayor Appointment to Ithaca Housing Authority Board

RESOLVED, that Christine Barksdale be reappointed to the Ithaca Housing Authority Board for a Five (5) Year Term ending October 17th 2028