<table>
<thead>
<tr>
<th>ITEM</th>
<th>Voting Item?</th>
<th>Presenter(s)</th>
<th>Time Alloated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Call to Order</td>
<td>No</td>
<td>Mayor Laura Lewis</td>
<td>10 Min</td>
</tr>
<tr>
<td>1.1 Agenda Review</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 Reports of Municipal Officials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3 Proclamations and Awards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Employee Quarterly Recognition Award</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Pride of Ownership Awards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4 Review and Approval of Minutes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/2/2022, 11/9/2022, 12/7/2022, 3/1/2023</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Petitions and Hearings of Persons Before Council</td>
<td>No</td>
<td>Sign up for public comment here: <a href="https://tinyurl.com/7ts9zmku">https://tinyurl.com/7ts9zmku</a></td>
<td>40 Min</td>
</tr>
<tr>
<td>2.1 Statements from the Public</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Written comments submitted will be compiled and entered into the record.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2 Privilege of the Floor – Mayor and Council</td>
<td>No</td>
<td><a href="https://tinyurl.com/mr9kdhw8">https://tinyurl.com/mr9kdhw8</a></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Consent Agenda</td>
<td>Yes</td>
<td>Common Council</td>
<td>5 Min</td>
</tr>
<tr>
<td>3.1 PIT – Approval of Outdoor Dining Alcohol Permits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2 CC - Funding for Hiring Outside Legal Counsel for Ethics Investigation – Resolution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3 IPD– Amendment to Personnel Roster – Resolution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4 Attorney – Renewing City-Cornell MOU Permitting Means Restriction Limitations to Continue Under City Bridges – Resolution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5 DPW – Amendment to Personnel Roster for Water Treatment Plant Staff – Resolution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6 YB – Amend the Youth Bureau 2023 Roster – Resolution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.7 YB – Request to Amend the Youth Bureau 2023 Budget – Resolution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.8 Attorney – Approve Execution of Mutual Release of Agreement and Interests Pertaining to Property Located at 401 Third Street - Resolution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. City Administration Committee</td>
<td>Yes</td>
<td>A. Lavine, City Attorney</td>
<td>10 Min</td>
</tr>
<tr>
<td>4.1 CC- Renewing Right to Counsel MOU with LawNY</td>
<td>Yes</td>
<td>S. Thayer, Controller</td>
<td>10 Min</td>
</tr>
<tr>
<td>4.2 CC- Release Funds from Restricted Contingency for the REACH Project, Inc</td>
<td>No</td>
<td>S Thayer, Controller</td>
<td>10 Min</td>
</tr>
<tr>
<td>4.3 City Controller’s Report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>Voting Item?</td>
<td>Presenter(s)</td>
<td>Time Allotted</td>
</tr>
<tr>
<td>------</td>
<td>--------------</td>
<td>--------------</td>
<td>---------------</td>
</tr>
<tr>
<td>5. Planning and Economic Development Committee</td>
<td>Yes</td>
<td>Erin Cuddihy, Engineer</td>
<td>10 Mins</td>
</tr>
<tr>
<td>5.1 Authorization for Matching Funds for the Federal Carbon Reduction Grant for a Transportation Network Project – Resolution</td>
<td>Yes</td>
<td>Erin Cuddihy, Engineer</td>
<td>10 Mins</td>
</tr>
<tr>
<td>6. New Business / Member Filed</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>10 Mins</td>
</tr>
<tr>
<td>6.1. Resolution for Ithaca Area Wastewater Treatment Facility (IAWWTF) Camden Contract Amendment #2</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>5 Mins</td>
</tr>
<tr>
<td>6.2. Appointment to the Sustainability &amp; Climate Justice Commission</td>
<td>Yes</td>
<td>Robert Cantelmo</td>
<td>20 Mins</td>
</tr>
<tr>
<td>6.3 Adopting Report of the Special Committee for Public Safety</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>10 Mins</td>
</tr>
<tr>
<td>7. Reports from Council and Staff</td>
<td>No</td>
<td></td>
<td>10 Min</td>
</tr>
<tr>
<td>7.1 Reports of Special Committees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.2 Reports of Common Council Liaisons</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.3 Report of City Clerk</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.4 Report of City Attorney</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Executive Session (if needed)</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>30 Min</td>
</tr>
<tr>
<td>8.1 Executive Session to Discuss Pending Litigation</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>30 Min</td>
</tr>
<tr>
<td>8.2 Executive Session to Discuss Personnel Matter</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>30 Min</td>
</tr>
<tr>
<td>9. Meeting Wrap-Up</td>
<td>No</td>
<td></td>
<td>5 Min</td>
</tr>
<tr>
<td>9.1 Next Meeting Date: May 3rd 2023</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.2 Adjourn</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Meeting Length Estimate: 155 Min

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

NOTE: COUNCIL CHAMBERS ACCESSIBLE BY STAIRS ONLY. THE ELEVATOR IS OUT OF SERVICE. IF THIS CAUSES DIFFICULTIES, YOU CAN STILL PARTICIPATE REMOTELY.
3.1 PIT - 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, the Downtown Ithaca Alliance has requested permission for wine, beer, and hard cider tasting and sales as part of their special events for 2023, 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 2023, Common Council hereby approves the following revocable alcoholic beverage permits 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:

Bickering Twins Restaurant
Lev Kitchen
Luna Inspired Street Food
Revelry Yards
Collegetown Bagels
Red's Place
Viva Taqueria & Cantina

and, be it further

RESOLVED, That the Downtown Ithaca Alliance be authorized to arrange for wine, beer, and hard cider tasting and sale of bottled wine, beer, and hard cider at booths during their special events between the dates of January 1 to December 31, 2023, and shall comply with all applicable state and local laws, and, be it further

RESOLVED, That the Downtown Ithaca Alliance or the participating winery or cider company shall agree to maintain liability insurance in the amount of $1,000,000.00 and Dram Shop Act coverage in the minimum amount of $1,000,000.00 naming the City of Ithaca as an additional insured and shall provide evidence of such insurance to the City Clerk prior to the event.
3.2 Funding for Hiring Outside Legal Counsel for Ethics Investigation

WHEREAS, last year, the Common Council raised ethical concerns regarding potential outside financial influence in the Reimagining Public Safety Process; and
WHEREAS, the Mayor called for an investigation intended to directly address these concerns; and
WHEREAS, the Common Council, the Mayor, the City Attorney, and the Chief of Staff agreed that an investigation needed to be conducted by outside legal counsel in order to maximize public trust in the investigative outcome; and
WHEREAS, on July 6, 2022, the Common Council approved funding for this purpose in an amount not to exceed $50,000, specifying that the resulting final written report be made publicly available; and
WHEREAS, the outside investigation was thorough and time-consuming across nearly five months, resulting in the Common Council’s December 7 resolution providing an additional $20,000 of funding for outside counsel; and
WHEREAS, after the completion, presentation, and publication of the report, the Common Council further consulted with outside counsel, resulting in total charges in excess of the total available funding of $70,000;
now, therefore, be it

RESOLVED, that Common Council hereby transfers an additional amount not to exceed $1,000 from account A1990 Unrestricted Contingency to account A1420-5435 Attorney contracts, for a total appropriation not to exceed $71,000, to fund the above-described investigation and such related expenses as the Mayor deems necessary
WHEREAS, the Ithaca Police Department requested a review of its Financial Clerk position to determine whether the position is appropriately classified, and

WHEREAS, the Human Resources Department has reviewed the duties and responsibilities of the Financial Clerk position and has determined that there has been a permanent and material growth in job responsibilities that merits a reclassification of the position to Administrative Assistant, and

WHEREAS, the Ithaca Civil Service Commission will review the proposed reclassification of the Financial Clerk position to Administrative Assistant at their April 5, 2023 meeting, now, therefore, be it

RESOLVED, that, subject to the approval of the Ithaca Civil Service Commission, the Personnel Roster of the Ithaca Police Department be amended as follows:

Add: One (1) Administrative Assistant (Grade 8)
Defund: One (1) Financial Clerk (Grade 3)

and be it further

RESOLVED, that the Financial Clerk position shall remain on the Police Department personnel roster in an unfunded capacity until such time as the employee successfully completes the civil service examination process for Administrative Assistant, at which time the position shall be abolished, and be it further

RESOLVED, that the funding for this change shall be derived from existing funds within the Ithaca Police Department’s budget.
3.4 Resolution Renewing City-Cornell MOU Permitting Means Restriction Installations to Continue Under City Bridges

WHEREAS, the City of Ithaca owns three high gorge bridges on East Hill adjacent to or connecting within the Cornell University campus, namely, the Stewart Avenue Bridge over Cascadilla Creek, the Thurston Avenue Bridge over Fall Creek, and the Stewart Avenue Bridge over Fall Creek; and

WHEREAS, Cornell University owns four high gorge bridges on East Hill adjacent to or connecting within the Cornell campus, namely, the Trolley Bridge over Cascadilla Creek, the College Avenue Bridge over Cascadilla Creek, the Beebe Dam Bridge over Fall Creek, and the Suspension Bridge over Fall Creek; and

WHEREAS, in 2010 – 2012, Cornell, in consultation with the City, designed, obtained approvals for, and ultimately contracted for, means restriction systems installed under the above-listed bridges; and

WHEREAS, as part of that process, the City accepted privilege of the floor comments at various public meetings and held public hearings of the Common Council and the City’s Board of Public Works on July 14, 2010, and June 28, 2011, concerning the potential use of means restriction on high gorge bridges; and

WHEREAS, the City and Cornell recognize and highly value the natural beauty and majesty of the deep gorges of Fall Creek and Cascadilla Creek on East Hill, and the scenic vistas of them from various points accessible to the public, and the special and positive effect these gorges and vistas have on the majority of the people who live, work, or visit in Ithaca and on the Cornell campus; and

WHEREAS, as a result of extensive discussions, feedback, and public comment, Cornell took into account the public’s opinions about the value of preserving the natural beauty and their aversion to blocking or unduly interfering with views of and from these high gorge bridges; and

WHEREAS, Cornell stated its intent to, and thereafter did, provide to the City means restriction systems for the three City bridges free of charge to the City, and made their maintenance, repair and other obligations of operation and ownership wholly or substantially "cost-neutral" to the City during the term of the Agreement; and

WHEREAS, more specifically, on December 15, 2012, the City and Cornell entered into an Agreement Concerning Installation and Maintenance of Nets Under Certain City High Gorge Bridges ("Original Agreement"), which permitted Cornell to install means restriction systems and related infrastructure on the City-Owned Bridges; and

WHEREAS, that agreement had a term of ten years, starting as of the date that Cornell and the City executed a letter of commencement transferring ownership to the City of the means restriction systems and associated equipment on the City-Owned Bridges; and

WHEREAS, the letter of commencement was signed by the parties on May 17, 2013, such that the Original Agreement expires on May 16, 2023; and
WHEREAS, the City wishes to consent to the continued presence of the means restriction systems on the three City-owned bridges on the terms and conditions set forth herein for a renewal period of an additional ten years; now therefore be it

RESOLVED, That the Council hereby consents to the continued presence of the means restriction systems under and upon the three, City-owned, high gorge bridges specified above, subject to terms and conditions substantially similar to those set forth in the proposed renewal agreement entitled “Second Agreement Between the City of Ithaca and Cornell University Concerning Maintenance of Means Restriction Systems Under Certain City High Gorge Bridges,” included herewith; and be it further

RESOLVED, That the Mayor, upon consultation with the City Attorney, is hereby authorized to execute an agreement substantially similar to the aforementioned, as included herewith.
SECOND AGREEMENT BETWEEN THE CITY OF ITHACA
AND CORNELL UNIVERSITY
CONCERNING MAINTENANCE OF MEANS RESTRICTION SYSTEMS
UNDER CERTAIN CITY HIGH GORGE BRIDGES
(“AGREEMENT”)

MADE the ____ day of ____, 20__, by and between the CITY OF ITHACA, a New
York municipal corporation, with offices at City Hall, 108 East Green Street, Ithaca, New York
14850 (“City”) acting by and through its Common Council, and CORNELL UNIVERSITY, a
New York education corporation, with its principal campus located in Ithaca, New York
(“Cornell”);

WHEREAS, the City owns three high gorge bridges on East Hill adjacent to or connecting
within the Cornell campus, namely, the Stewart Avenue Bridge over Cascadilla Creek, the Stewart
Avenue Bridge over Fall Creek, and the Thurston Avenue Bridge over Fall Creek (“City-Owned
Bridges”); and

WHEREAS, on December 15, 2012, the City and Cornell entered into an Agreement
Concerning Installation and Maintenance of Nets Under Certain City High Gorge Bridges
(“Original Agreement”), which permitted Cornell to install means restriction systems and related
infrastructure on the City-Owned Bridges; and

WHEREAS, that agreement had a term of ten years, starting as of the date that Cornell
and the City executed a letter of commencement transferring ownership to the City of the means
restriction systems and associated equipment on the City-Owned Bridges; and

WHEREAS, the letter of commencement was signed by the parties on May 17, 2013, such
that the Original Agreement expires on May 16, 2023; and

WHEREAS, in 2013 Cornell also installed means restriction systems on four high gorge
bridges on East Hill adjacent to or connecting within the Cornell campus owned by Cornell: the
Trolley Bridge over Cascadilla Creek, the College Avenue Bridge over Cascadilla Creek, the
Beebe Dam Bridge over Fall Creek, and the Suspension Bridge over Fall Creek; and

WHEREAS, in 2022 Cornell installed a means restriction system on the Cornell-owned
bridge located above Dwyer Dam near the intersection of Hoy Road and New York State Route
366; and
WHEREAS, the parties have fulfilled their obligations under the Original Agreement in a spirit of good faith and partnership, and the means restriction systems have contributed positively to the safety and well-being of the City and Cornell communities; and

WHEREAS, the City wishes to consent to the continued presence of the means restriction systems on the three City-owned bridges on the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

1. **Means Restriction Systems to Continue in Place:** The means restriction systems on the City-Owned Bridges will remain in place for the duration of this Agreement, subject to Paragraph 8.

2. **Responsibility for Rescue and Rescue Training Apparatus:** The responsibility for any rescue or other life-safety response or incident and the training of first responders involving or occurring near to the means restriction systems on any of the Cornell- or City-owned bridges shall remain the responsibility of the City and no protocols or responsibilities shall change expressly as the result of the addition of the means restriction systems on either Cornell- or City-owned bridges. This provision is not intended to prohibit the ordinary refinements of procedures and protocols that typically and continuously evolve over time. Any security, electronic or communications equipment installed as part of the means restriction systems shall continue to be connected and automatically transmit data to the Cornell University Public Safety Communications Center ("CUPSCC"). Upon receipt of any such data, or report from a witness that requires the rescue of life safety response, the CUPSCC shall immediately contact and relay such information to the Tompkins County 911 Center. The responsibility of any City agency to respond to an incident so detected shall commence only upon the successful, confirmed contact of the Tompkins County 911 Center by the CUPSCC. The process described in this paragraph shall be followed unless and until a different routing of systems and information is established by mutual agreement of the parties. The method of routing or subsequent change in routing shall not alter ownership where such equipment is located on City-owned property or right of way, nor the responsibility for maintenance and repair as provided in Paragraphs 4 and 5 below.

The City shall continue to include on-going periodic training for Ithaca Fire Department personnel or first responders, as well as training for new personnel, without cost to Cornell.

3. **Ownership:** The City owns the means restriction systems installed on the three City-owned bridges and the training apparatus on the Ithaca Fire Department training facility,
including all portions of the systems providing security, electronic or communications equipment or portions protecting access to abutments and bridge sub-structure that are located on or attached to City property or within City road and bridge rights-of-way as part of the installations of the means restriction systems, including any electronic or communications equipment upgrades or replacements as may be required in the future. Wherever security, electronic or communications equipment is located on or attached to Cornell property shall remain Cornell property. The City agrees to keep the improvements it owns in a good state of repair and maintenance and to a standard at least equivalent to that provided by Cornell for the means restriction systems on Cornell-owned bridges.

4. **Maintenance and Repair Cost:** Cornell agrees to reimburse the City for the reasonable costs of the City’s maintenance and repair of the means restriction systems that are located on City-owned bridges, property or rights of way, and of the training apparatus at the training facility. Costs shall include but are not necessarily limited to the cost of inspection, repair or replacement of damaged mesh, mesh supports and hardware, painting and touch-up, new mesh or other systems at below-bridge deck areas restricting access to bridge abutments and sub-structure, and all auxiliary systems such as security, electronic or communications equipment, and retrieval and disposal of any objects found in the mesh whether natural or human-made and whether deliberately or accidentally thrown or falling into the mesh (collectively “Maintenance and Repair” or “M&R”). All such costs associated with the means restriction systems shall be reimbursed, subject to Paragraph 11 below, to the City by Cornell except that the City agrees to provide routine or other washing of the systems on City-owned bridges at the same time that it performs bridge washing at no expense to Cornell. However, to the extent that any highway maintenance and repair assistance from the state or federal governments covers or may cover the M&R of the means restriction systems on the three City-owned bridges, including but not limited to the expected work on the Stewart Avenue bridge over Fall Creek Gorge planned for 2024, the City agrees to apply for the same and if granted, to credit the amounts received for M&R for the systems in reduction of the M&R costs Cornell is obligated to reimburse to the City.

5. **Coordination of M&R Activities:** The parties recognize that reasonably prompt M&R may be desirable to maintain the systems’ function, prevent unsightliness, and deter any future deterioration or instances of throwing items into the mesh. The parties also recognize that a reasonably consistent standard of care across the means restriction systems on the bridges owned
by both parties sends a message to the public and bridge users about the respect for the systems and seriousness of their purpose. The parties also recognize that opportunities for mutually beneficial cost savings may exist if they coordinate the tasks of M&R at their respective means restriction systems to the extent practicable. To further such goals:

A. The parties agree to continue to make members of their respective professional staffs available to maintain a mutually satisfactory written summary process and guidelines (hereafter “Process and Guidelines” or “P&G”) for coordinating M&R. The purpose of the P&G is to develop efficiencies and keep M&R costs as low as reasonably possible for both the City-owned and Cornell-owned systems, while meeting the parties’ shared goals for safe, functional systems that are reasonably free from visible wear and tear and unsightly objects. The P&G are not intended to be contractual or need the parties’ formal ratification. They may be in the form of a letter memorandum and may further evolve over time as the respective staffs of the parties gain technical and practical experience with the systems. The P&G should describe how to:

i. identify reasonably needed M&R including object retrieval and disposal, approximate frequency needed, and guidelines for what constitutes an emergency need;
ii. identify best practices and methods of M&R;
iii. coordinate the scheduling of both planned and, where feasible, unplanned M&R to conserve resources and realize cost savings;
iv. coordinate the use of contractors and other resources such as rented equipment to reduce overall costs;
v. outline generally how the value of a City employee’s time spent on work that is reimbursable by Cornell under this Agreement shall be determined; and
vi. handle any related matter that serves the purposes of M&R.

B. Thereafter, each party shall designate one to two members of its professional staff to serve as its coordinator(s) (“Coordinator”) for the purpose of administering any M&R of that party’s system in accordance with the P&G and coordinating with the other party’s Coordinator. Coordination is meant to be informal and expeditious, such as by telephone call or e-mail, and conducted in the spirit of professional courtesy and neighborly cooperation.

C. Except in the case of emergency, it is expected that M&R will be first discussed and not performed without a reasonable time for coordination of tasks, contractors, equipment rental, and the like, by the parties’ Coordinators. Neither party is obligated to obtain the consent
of the other party for M&R; rather each party is ultimately responsible to determine when and if M&R are needed, after observing the P&G.

D. Subject to Paragraph 11 below, Cornell agrees to reimburse the City for the actual time of the City staff devoted to the preparation of the P&G and actual time of the City staff employee(s) spent serving as Coordinator. Cornell shall also reimburse the City for the actual cost of a M&R job, whether executed by City employees or a contractor employed by the City (including any advertising and other costs associated with letting a contract out for bid and staff time to supervise or administer the job or contract).

E. Prior to seeking reimbursement from Cornell for any M&R due to damage or vandalism or other condition or occurrence to the system, the City shall first seek coverage under its property damage insurance policy, the proceeds of which shall be applied first to the cost of such M&R and Cornell agrees to pay the City’s deductible (or the portion of the deductible attributable to the systems’ damage in the event insured damage to City property is greater than to the system alone). The City agrees to provide a waiver of subrogation in favor of Cornell in connection with any such property damage claims. If damage is covered by such property damage insurance but the damage is not such that it requires repair for functional, safety, or aesthetic reasons, then the proceeds shall be applied on behalf of Cornell to the next expense of M&R for which Cornell would be obligated to reimburse the City.

6. Insurance Generally: The parties acknowledge that the maintenance of comprehensive general liability and property damage insurance are the prudent and appropriate methods to protect municipalities and educational institutions from the risks of owning and operating their extensive facilities.

A. Cornell agrees to reimburse the City for any future increases to premiums of general liability and property damage insurances levied expressly and solely due to the inclusion of the means restriction systems among the City’s premises and property and not due to generalized premium increase, to increased coverage and/or reduced deductible, or to claims history involving other premises and property of the City overall and not specifically the City-owned means restriction systems.

B. The City purchases insurance coverage on an annual basis every December. No earlier than December 15 of each year, Cornell may request in a letter to the City Controller that the City provide the details of its general liability and property damage insurance policies for the
upcoming year. The City shall provide such information within thirty (30) days of any such request. In response to the letter, the City shall provide Cornell with a copy of the declarations page of, or certificate of insurance for, each relevant insurance policy. The City’s failure to respond to a request in accordance with this section shall be a material breach of this Agreement.

7. Liability for Means Restriction Systems-Related Claims: Based on the available information, Cornell does not expect that claims for injury or death caused by or related to the means restriction systems on City-owned bridges are likely, or if brought, are likely to be successful. The existence of the systems may be likely to reduce risk of injury or death off bridges. The City’s current insurer has acknowledged that as City property the means restriction systems beneath City-owned bridges are covered by its general liability insurance policy. The City represents that its current general liability policy has a $150,000 self-insured retention. The City agrees to name Cornell as an additional insured and provide a waiver of subrogation in Cornell’s favor. Cornell agrees to pay the deductible or self-insured retention on the City’s general liability policy in connection with a judgment arising from, and property or personal injury or death connected with, the means restriction system on City-owned bridges (or the portion of the deductible or self insured retention attributable to the system in the event the cause of the injury or death is determined to be due to more than to the means restriction system alone), provided:

A. the deductible is the same deductible that applies to any judgment arising from property or personal injury or death connected with any other premises and property owned by the City;

B. the City has complied with Paragraph 6(B) above with respect to any increase in the policy’s deductible or self-insured retention; and

C. the City agrees not to settle or agree to a settlement on the City’s behalf by any of its insurers, claims adjusters, or legal representatives without Cornell’s written consent, which consent shall be determined as quickly as is practical, and subject to Paragraph 9, below. This provision shall not affect Cornell’s obligation to pay the deductible following final judgment, provided, however, that the City shall have notified Cornell of all substantive settlement discussions and settlement demands and offers, and shall have considered any input Cornell may provide in connection with such settlement discussions.

8. Term of Agreement: This Agreement, and each of the respective parties’ undertakings herein, shall take effect May 17, 2023 and continue for a term of ten (10) years. The
term of this Agreement shall not be deemed extended by reason of any failure or neglect to extend or renew it; it may only be extended by a new agreement, duly signed by the authorized representatives of each party. If at any time within six months prior to, or three years after, the end of this Agreement, the City so requests in writing in accordance with Paragraph 10, Cornell shall, at Cornell’s expense, cause the means restriction systems on the three City-owned bridges to be dismantled and removed and any damage at points of attachment or otherwise to be repaired, within six months of any such request (preparation of plans, getting contractor under contract, mobilization, weather and other conditions permitting). With respect to dismantling and removal, Cornell agrees to provide the Superintendent of Public Works or his or her designee with the same opportunities for approval or review and comment and to provide the same cost reimbursement and contractor liability insurance as are provided for in Paragraph 1(D), 1(E), 1(F) (including 1(F)(i) and (ii)) of the Original Agreement, with respect to installation. Cornell may leave in place any auxiliary security and communications systems where the equipment is located on property owned or controlled by Cornell and that was not turned over to the City previously. If the City wishes to have the salvageable material and equipment that are to be removed from City property, it may so notify Cornell at the time it requests removal, provided however, that the City shall pay Cornell for the difference between the contract price for a straight removal with minimal salvage capability and a removal undertaken specifically to retain the maximum reasonable salvage.

9. **Reviews and Approvals:** Whenever one party is required to review and comment, or to approve a matter as provided or implied in this Agreement, it shall act reasonably, in good faith and in timely manner, and not unreasonably or arbitrarily disapprove or delay matters that require approval. It shall communicate any reservations or objections in writing (by letter or e-mail) to the other party without delay, and work with the other party to the Agreement to attempt to work out differences, reservations and compromises in a reasonable and expeditious manner.

10. **Notices:** If either party needs to, or believes it needs to, formally notify the other of a matter relating to or concerning this Agreement or the means restriction systems on either party’s bridges, such as a communications breakdown, an alleged failure to abide by or controversy over the meaning or applicability of a term or condition of this Agreement, such party shall notify the other in writing and deliver the same by hand or by certified and return receipt mail or by national overnight delivery service to the address listed below, or to any different address subsequently provided in writing by the other party:
If to the City, to
City Clerk
Ithaca City Hall
108 East Green Street
Ithaca, NY 14850

If to Cornell, to
Vice President, Facilities and Campus Services
Cornell University
Day Hall
144 Feeney Way
Ithaca, NY 14853

11. Payments: Whenever one party is required to pay or reimburse money to the other (hereafter the “Payment”), the party requesting the Payment shall do so in writing and supply supporting documentation describing the purpose and work performed or expense incurred, and if applicable, by whom, the hourly or daily rate as appropriate, and how the Payment requested was calculated. The party requesting shall answer any questions or supply additional documentation that is reasonably required and promptly requested by the party paying. The party paying shall remit the Payment by check or direct deposit within 25 days of receiving the request and the complete supporting documentation. Requests for payment shall be made not more than 4 months following the close of the financial year in which the requesting party incurred the expense.

12. Completeness, Headings, Reformation: This document represents the complete Agreement by and between the parties with respect to the means restriction systems on the three City-owned bridges described herein. The paragraph headings are for convenience only and are not part of the Agreement. If it should later be determined that any portion of the Agreement is unlawful as determined by the final and un-appealable judgment of a court of competent jurisdiction or by mutual agreement of the parties, then the unlawful portion shall be excised and not have any effect on the validity of the balance of the Agreement or on its overall purpose and intent. The parties agree either that the said court shall reform the Agreement on their behalf or that they may mutually agree to reform the Agreement by a reformation amendment duly executed by each of them, such that by either method the overall purpose and intent is preserved and the Agreement is remade whole and functional without such unlawful provision, providing however, that no such reformation may increase the liability or obligation (monetary or otherwise) of either party without its express consent.
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year indicated next to each signature.

City of Ithaca, by:

_____________________________________ Date:______________________________

Name: Laura Lewis
Title: Mayor

Cornell University, by:

_____________________________________ Date:______________________________

Name: Frederick F. Burgess III
Title: Vice President, Facilities and Campus Services
WHEREAS, the Water Treatment Plant (WTP) is restructuring its staff organization to more efficiently meet operational requirements and water quality standards; and

WHEREAS, recent changes in the number of shifts and the timing of maintenance and repair work has highlighted the need for an additional supervisory position, which is typically performed by a Senior Water Treatment Plant Operator, and

WHEREAS, New York State Department of Health (NYSDOH) is expanding its lead and copper sampling requirements in 2024, which will greatly increase the workload for laboratory staff, and an additional Laboratory Technician position is needed; and

WHEREAS, the changes listed above will reduce the need for two Water Treatment Plant Operator positions, and the proposed roster changes can be made without any impact to the 2023 budget; now therefore be it

RESOLVED, that the personnel roster of the Department of Public Works be amended as follows:

Add: one (1) Senior Water Treatment Plant Operator
Add: one (1) Laboratory Technician
Defund: two (2) Water Treatment Plant Operators

and be it further

RESOLVED, that the above changes shall be funded by using existing funds in the 2023 DPW budget.
Date: January 18, 2023

To: Civil Service Commission
   Common Council

From: Michael Thorne, Superintendent of Public Works

Re: New Senior Water Treatment Plant Operator and Laboratory Technician Positions at Water Treatment Plant

Dear Commission and Council Members,

The Water Treatment Plant (WTP) is restructuring its staff organization to better meet modern requirements in operations and water quality standards. Last year, due to staffing shortages, the WTP eliminated its 3rd shift operations and shutdown the plant during the overnight shift. In doing so, maintenance and operation activities that were spread throughout 1st, 2nd, and 3rd shifts are now condensed to 1st and 2nd shifts. Because more maintenance is being performed on 2nd shift, a Senior Operator position is needed to supervise and assist in these duties. Currently, 2nd shift has no senior position on the roster and by creating a Senior Operator position this need will be filled.

On the regulatory side, the New York State Department of Health (NYSDOH) is expanding its lead and copper sampling requirements in 2024, which will greatly increase the workload for the current Laboratory Technician. To better meet the NYSDOH’s future requirements, as well as future NYSDEC requirements and operational sampling, an additional Laboratory Technician is needed.

Implementing these two changes will be cost neutral on the WTPs budgeted staff salaries. In creating the Senior Operator and Laboratory Technician titles, two vacant Operator titles will be eliminated from the roster and their funding will be applied to the new titles. One Operator title is funded at step 2 while the other is funded at step 5. The combined funds of the eliminated titles will be enough to fully fund an entry level Laboratory Technician as well as a promoted Senior Operator.
3.6 Resolution to Amend the Youth Bureau 2023 Roster

WHEREAS, the Youth Bureau is requesting an amendment to the 2023 roster; and,

WHEREAS, the Recreation Support Services (RSS) program has been working at a decreased staffing level since 2020; and,

WHEREAS, participant waitlists for both youth and adults continue to grow; and,

WHEREAS, multiple contracts for services have stayed at the same levels; and,

WHEREAS, new administrative and reporting systems, new health and safety requirements, and program modifications have resulted from COVID; and,

WHEREAS, the Youth Bureau wishes to increase the workweek for a vacant Specialist in Recreation for Individuals with Disabilities position from 20 hours/week to 35 hours/week; and

WHEREAS, this amendment does not require any amendments to the 2023 YB budget now, therefore, be it

RESOLVED, that the Personnel Roster of the Youth Bureau shall be amended effective June 1, 2023 as follows:

    Increase: One (1) Specialist in Recreation for Individuals with Disabilities position from 20 hours/week to 35 hours/week.
To: City Administration Committee  
From: Liz Klohmann, Director  
Re: 2023 Roster Amendment  
Date: 3/22/23  

The Youth Bureau is requesting permission to amend the 2023 personnel roster. We would like to increase the hours for the Specialist in Recreation for Individuals with Disabilities (IWD) position from 20 hours to 35 hours.

Recreation Support Services (RSS) restructured in 2020 after the retirement of the RSS Youth Program Coordinator. Since that time the program has downsized to one Program Coordinator who oversees both youth and adult programming, provides direct service to participants and manages multiple contracts (State and local) for service. Five full-time staff (including the Program Coordinator) have been doing the same level of programming previously done by 6 full-time staff without a decrease in service contracts. Additionally they have had increases in contractual obligations and operation protocols that include new administrative and reporting systems, new health and safety protocols and program modifications since 2020 due to COVID. Both youth and adult programs have waitlist that continue to grow.

In 2021 a 20-hour position was created but has remained vacant. The shortage of qualified staff and individuals who can meet the flexible schedule needed to support RSS is few and far between. After multiple recruiting attempts, we feel that the increase to a 35 hour position will better meet the needs of the RSS program and help attract of pool of qualified candidates.

We are requesting that as of June 1, 2023 the Specialist in Recreation for IWD be increased from 20 hours – 35 hours.
This change does not require any budget amendments.
3.7 Request to Amend the Youth Bureau 2023 Budget

WHEREAS, the Ithaca City School District has agreed to give the Youth Bureau $5,234 in new funding for the Student Tutor Program and

WHEREAS, the goal of this program is to teach high school students how to tutor middle school students and support middle school students in increasing their knowledge and understanding of their math subjects. This program will also help middle school students develop high school connections allowing them to feel more comfortable transitioning to high school and

WHEREAS, the Youth Bureau staff will work closely with ICSD to assist the Student Tutors in their work and provide compensation for the Tutors, therefore, be it

RESOLVED, That Common Council hereby amends the 2023 Youth Bureau budget as follows:

Increase Revenues:

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td># A7310-2705-1200</td>
<td>Youth Development Administration</td>
<td>$4,577.00</td>
</tr>
<tr>
<td># A7310-2705-1400</td>
<td>Youth Bureau Administration</td>
<td>$ 657.00</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$5,234.00</td>
</tr>
</tbody>
</table>

Increase Expenses:

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td># A 7310-5120-1200</td>
<td>Part time/Seasonal</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td># A 7310-5460-1200</td>
<td>Program Supplies</td>
<td>$  46.81</td>
</tr>
<tr>
<td># A 7310-5120-1400</td>
<td>Part time/Seasonal</td>
<td>$  567.00</td>
</tr>
<tr>
<td># A7310-9030</td>
<td>FICA/MEDICARE</td>
<td>$  390.19</td>
</tr>
<tr>
<td># A7310-9040</td>
<td>Workers Comp</td>
<td>$  230.00</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$ 5,234.00</td>
</tr>
</tbody>
</table>
To: City Administration Committee
From: Suki Tabor, IYB Deputy Director
Liz Vance, IYB Director
Re: Youth Bureau Budget Amendment
Date: March 22, 2023

We have been advised, by the Ithaca City School District that we will receive $5,234 in funding for the Student Math Tutor Program for 2023. We are pleased that we are able to support a program that fosters positive supportive mentoring for middle school students in need of math support. The goal of this program is to teach high school students how to tutor middle school students and support middle school students in increasing their knowledge and understanding of their math subjects. This program will also help middle school students develop high school connections allowing them to feel more comfortable transitioning to high school in the future.

We are requesting an amendment to the 2023 Youth Bureau budget as follows:

Increase Revenues:

<table>
<thead>
<tr>
<th>Account #</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A7310-2705-1200</td>
<td>Youth Development Administration</td>
<td>$4,577.00</td>
</tr>
<tr>
<td>A7310-2705-1400</td>
<td>Youth Bureau Administration</td>
<td>$657.00</td>
</tr>
</tbody>
</table>

TOTAL: $5,234.00

Increase Expenses:

<table>
<thead>
<tr>
<th>Account #</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 7310-5120-1200</td>
<td>Part time/Seasonal</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>A 7310-5460-1200</td>
<td>Program Supplies</td>
<td>$46.81</td>
</tr>
<tr>
<td>A 7310-5120-1400</td>
<td>Part time/Seasonal</td>
<td>$567.00</td>
</tr>
<tr>
<td></td>
<td>Fringe Benefits(PTS (students))</td>
<td>$409.86</td>
</tr>
<tr>
<td></td>
<td>Fringe Benefits(PTS (Staff))</td>
<td>$210.33</td>
</tr>
</tbody>
</table>

TOTAL: $5,234.00
3.8 Resolution to Approve Execution of Mutual Release of Agreement and Interests Pertaining to Property Located at 401 Third Street

WHEREAS, in 1931, the City of Ithaca entered into an agreement with the then-owners of property located at the corner of Third Street and Adams Street, presently known as 401 Third Street (Tax Parcels 25.-5-5 and 25.-5-4) (the “Property”), which agreement was memorialized in instruments recorded with the office of the Tompkins County Clerk at Liber 279 of Deeds at page 463 and Liber 226 of Deeds at page 39 (the “Agreement”), and

WHEREAS, the Agreement granted the City the right to use a then-existing railroad spur and to construct and maintain an extension of said spur across the Property for the benefit of adjacent City-owned property; and

WHEREAS, the railroad spur and associated infrastructure are no longer in existence and are unlikely to be reconstructed; and

WHEREAS, Patel Lanes, Inc., the owner of the Property, has requested that the City release its interests created by the Agreement in exchange for a mutual release of any obligations created by the Agreement (the “Release”); and

WHEREAS, in light of the demolition of the railroad and associated infrastructure, the City no longer has any need for the interests created by the Agreement, which are of no value to the City; and

WHEREAS, the City executed a similar release for an adjacent parcel to the west in 1992, recorded at Liber 687 of Deeds at page 260; and

WHEREAS, any costs relating to the execution or recordation of the Release will be borne by the Property’s owner; be it hereby

RESOLVED, that the Mayor of the City of Ithaca, subject to the advice of the City Attorney, is hereby authorized to execute a Release in a form substantially similar to the draft attached hereto.
MEMORANDUM

To: City Administration Committee
From: Victor Kessler, Assistant City Attorney
Date: March 3, 2023
Re: Proposed Release of Property Interest at 401 Third Street

Dear members of the City Administration Committee,

Please find accompanying this memorandum a proposed mutual release regarding an agreement and property interest concerning land located at 401 Third Street—the current site of the Bowl-O-Drome building ("Property")—along with a draft resolution authorizing its execution.

In 1931, the City entered into an agreement with the then-owners of the Property. At the time, there was a rail spur from the Auburn Branch of the Lehigh Valley Railroad Company which served the nearby blocks. The agreement permitted the City to use the existing rail infrastructure and extend the same to serve City property located between First and Second Streets (the City still owns much of this property, which currently includes the DPW cold storage and Water & Sewer facilities at First and Franklin). Copies of the two recorded instruments that reflect the 1931 agreement are attached to this memorandum. At some point between 1931 and the present, the railroad and associated infrastructure were demolished. Accordingly, while the City in theory still holds the rights created by the 1931 agreement, there is no longer a rail line to which the rights apply.

The City has been approached by the current owner of the Property, Patel Lanes, Inc., which is looking to convey the Property and has been asked by the prospective purchaser to secure a release of the interest created by the 1931 agreement. The City executed a similar release with respect to another affected parcel in 1992. There would be no financial cost to the City associated with the release, and the property interests themselves have no value in light of the demolition of the subject railroad and associated infrastructure. It is therefore staff’s opinion that a mutual release of the 1931 agreement and interests created thereunder would have no adverse impact on the City and should be executed.

Please feel free to contact me if you should have any questions or concerns in advance of the meeting. Staff will also be available to address any questions you might have as you deliberate.
State of New York
County of ___________

On this ______ day of ______, in the year Nineteen Hundred and _______, before me, the

______________________
Subscribed

A true copy of the original recorded on the ______ day of ______, 1949 at ______ o'clock ______ M., and recorded.

W. S. Brown
Clerk

TO醫生

THIS AGREEMENT, made this ______ day of ______, 1922,

between the parties hereto, a municipal corporation in the State of New York, party of the first part, and ________ of ________, of ________, New York, party of the second part, for a good and sufficient consideration, cash to the other in hand paid,

WHEREAS: THEREOF the said party of the second part owns certain premises in block No. ______ as laid out on a map of ______ made by ______, ______ and Woodward lying westerly of Third Street and other premises on block No. ______ between Second and Third Streets and the City of ______ owns certain premises on
It is further mutually understood and agreed that the City shall in no manner and in no way be responsible for the act, omission or error of any person or persons, corporation or corporations, party or parties in the building, maintenance and/or operation of said street or sidewalk, except for such acts or omissions of its agents or servants as it may be held accountable for according to law.

The City of Ithaca agrees to fill in a reasonable manner the north portion of block no. 38 north of said right of way within five years from the date hereof.

IN WITNESS WHEREOF the said City of Ithaca has caused these presents to be duly executed by its Mayor and its seal to be hereunto affixed and the said party of the second part has hereunto set his hand and seal the day and year above written.

[Signature]

HENRY B. STEINER (Mayor)

STATE OF NEW YORK

COUNTY OF TOMPKINS

CITY OF ITHACA

This 27th day of April, 1892, before me personally came HENRY B. STEINER, to be known, who being by me duly sworn did deposes and say that he resides in the City of Ithaca, New York; that he is the Mayor of the City of Ithaca, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, and was affixed to the said instrument by order of its Board of Public Works for the uses and purposes therein ex-
This Indenture

Made the twenty-fifth day of August, in the year One Thousand nine hundred and Forty-five

Between HENRY BLOCHER and Ida Blocher, his wife, both of the City of Ithaca, New York,

parties of the first part, and

LESLIE R. TOWNSEND of 118 Mitchell Street, Ithaca, Tompkins County, New York,

part 7 of the second part,
by the survivor, the survivor to take all, of the same place, parties of the second part,

WITNESSETH, that the party of the first part, in consideration of One dollar and other
additional consideration, ($1.00 &c... lawful money of the United States, duly paid by
the parties of the second part, does hereby grant and release unto the parties of the second
part, their heirs, successor and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, Situate in the City of Ithaca, County of Tompkins, and
State of New York, bounded and described as follows: Beginning at a point in the westerly
line of Hectors Street sixty feet southerly from the southeast corner of a lot heretofore sold
to C. T. Hayman and Bessie Hayman by deed dated November 16, 1928 and recorded in the
Tompkins County Clerk's Office on the 61st day of November, 1928 in Liber 216 of Deeds at
page 650; running thence southerly along the westerly line of Hector Street one hundred five
feet more or less to the southeasterly corner of lands of Thomas J. Reidy; thence westerly on
a line parallel or nearly so with the southerly line of said Hayman's property and along the
southerly line of lands of Thomas J. Reidy one hundred fifty-nine feet; thence northerly on
a line parallel with the westerly line of Hector Street one hundred ten feet more or less
to a point sixty feet south of the southwest corner of said Hayman's property; thence easterly
on a line parallel with the southerly line of said Hayman's property one hundred fifty-nine
feet to the west line of Hector Street at the point of place of beginning. It being
the intention of the party of the first part to convey to the parties of the second part the
remaining frontage on Hector Street not hereofor sold by him. Being a part of the same
premises conveyed to the party of the first part by Robert Connor and Ross Mac Connor by
deed recorded in Tompkins County Clerk's Office on April 2, 1928 in Liber 110 of Deeds at
page 14.

TOGETHER with the appurtenances and all the estate and rights of the party of the
first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part,
their successors and assigns forever.

AND said Thomas J. Reidy covenants as follows:

FIRST. That the parties of the second part shall quietly enjoy the said premises, and
that there are no liens or incumbrances against the premises.

SECOND. That said Thomas J. Reidy will forever WARRANT the title to said premises.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the
day and year first above written.

STATE OF NEW YORK
COUNTY OF TOMPICKS
CITY OF ITHACA

On this 26th day of May, Nineteen Hundred and Thirty-one, before
me, the subscriber, personally appeared Thomas J. Reidy of Ithaca, New York, to me personally
known and known to me to be the same person described in and who executed the within Instrument,
who duly acknowledged to me that he executed the same.

Clarence C. Squire, Notary Public

Recorded May 26, 1931 at 12:35 P. M.

Henry Bielstein & wife: THIS INDENTURE, Made the 26th day of May, Nineteen Hundred and

City of Ithaca: Thirty-one, BETWEEN Henry Bielstein and Ida Bielstein, his wife, both

a municipal corporation, in the State of New York, party of the

second part,
DEEDS No. 226

WITNESSES, that the parties of the first part, in consideration of One Dollar ($1.00, etc.) lawful money of the United States, and other good and sufficient consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever, a right of way for grading, laying, installing, building, maintaining, repairing and keeping in repair and using for all uses ordinarily or customarily incidental thereto, an extension or spur of a railroad siding on, over and across a strip of land 25 feet wide running easterly and westerly across block No. 26 in the City of Ithaca as laid out on a map made by DeKitt, St. John and Woodward, and being 189 feet on each side of the center line thereof which is described as follows: Beginning at a point in the west line of such block, being also the east line of Third Street, 184 feet northerly from the southwest corner of said block (being the intersection of the east line of Third Street and the north line of Adams Street) and running thence easterly to a point on the east line of said block (being the west line of Second Street) 180 feet northerly from the southwest corner of said block (being the intersection of the east line of Second Street and the north line of Adams Street), ALSO the right to use the existing railroad spur from the Auburn Branch of the Lehigh Valley Railroad Company on and across premises of the parties of the first part herein (sometimes known as "Ithaca Junk Yard") for the purpose of switching cars to and from the first above described right of way and property of the City of Ithaca lying easterly therefrom. The rights hereby granted shall terminate if and when the City of Ithaca no longer owns any land on Block No. 26 or no longer has use for such rights for the benefit of lands owned by it on Block No. 26.

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

AND said parties of the first part covenant as follows:

FIRST. That the party of the second part shall enjoy the said premises;

SECOND. That said parties of the first part will forever WARRANT the title to said premises.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Henry Blostein
L. S.
Ida Blostein
L. S.

STATE OF NEW YORK
COUNTY OF TOMPKINS
CITY OF ITHACA

On this 31st day of May, Nineteen Hundred and Thirty-one, before me, the subscriber, personally appeared Henry Blostein and Ida Blostein, to me personally known and known to me to be the same persons described in and who executed the within instrument, and they severally acknowledged to me that they executed the same.

Daniel Crowley, Notary Public

Recorded May 31, 1931 at 3:00 P. M.
City Stamp

Minnie V. Graves: THIS INDENTURE, Made the 30th day of May in the year of our Lord one thousand nine hundred and thirty-one BETWEEN Minnie V. Graves of the town of Caroline, Edna Vorhis, line, Tompkins County, N. Y., party of the first part, and Edna Vorhis, X of Brooktondale, Town of Caroline, Tompkins County, N. Y., party of the second part,

WITNESSES, That the said part. of the first part, in consideration of the sum of One Dollar ($1.00), to her duly paid, has sold, and BY THESE PRESENTS, does grant and convey
RELEASE

THIS RELEASE is made as of the ____ day of ____________, 2023 by and between the CITY OF ITHACA, a municipal corporation formed under the laws of the State of New York, having offices at 108 East Green Street, Ithaca, New York 14850 (the “City”), and Patel Lanes, Inc., 401 Third Street, Ithaca, New York 14850 (the “Owner”).

WHEREAS, the Owner is currently the owner of certain premises located in the City of Ithaca known by the address of 401 Third Street on land formerly known as Block 32, having tax parcel number 25.-5-3, and described in more particular detail on Schedule A annexed hereto and made a part hereof (the "Premises").

WHEREAS, the Premises were formerly owned by Henry Blostein and Ida Blostein; and

WHEREAS, the City of Ithaca entered into a certain agreement with Henry Blostein dated May 21, 1931 and recorded August 7, 1945 in Liber 279 of Deeds at Page 463 in the Tompkins County Clerk's Office (the "Agreement"); and

WHEREAS, the Agreement referred to the conveyance to the City of certain rights to use a then-existing railroad spur located on premises on Block 31 and to construct, maintain, and operate an extension of that then-existing railroad spur easterly across premises on Blocks 32 and 33; and

WHEREAS, in connection with the Agreement, Henry and Ida Blostein, by instrument dated May 21, 1931 and recorded May 28, 1931 in Liber 226 of Deeds at Page 39 in said Clerk’s Office, granted certain rights of ways across said premises on Block 32 and a right to use said then-existing railroad spur on said premises on Block 31 (the "Right of Way"), for the benefit of City-owned property located on Block 33; and

WHEREAS, the railroad spur that was the subject of the Agreement and Right of Way is no longer in existence and is not anticipated to be reconstructed; and

WHEREAS, the City therefore no longer intends to exercise the rights granted in said Agreement and said Right of Way; and

WHEREAS, the Owner desires to release the City from its obligations under the Agreement; and

WHEREAS, the City desires to release all of its right, title, and interest in, under, and to the Agreement and in, under, and to the Right of Way, in order, among other things, to confirm that the Premises are free of any encumbrance on title that may have been created by the Agreement or the Right of Way.
NOW, THEREFORE, for one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

1. The Owner hereby releases all of the Owner's right, title, and interest in, under, and to the Agreement, and the Owner hereby releases the City from any and all obligations established, created, or described in the Agreement.

2. The City hereby releases all of its right, title, and interest in, under, and to the Agreement and in, under, and to all rights and interests established, created, or described in the Agreement.

3. The Owner hereby releases all of the Owner's right, title, and interest in, under, and to the Right of Way, and the Owner hereby releases the City from any and all obligations established, created, or described in the Right of Way.

4. The City hereby releases all of its right, title, and interest in, under, and to the Right of Way and in, under, and to all rights and interests established, created, or described in the Right of Way.

5. The Owner and the City acknowledge and agree that this Release shall be recorded in the real property title records of the Clerk of the County of Tompkins in order to eliminate any encumbrance on title to the real property described in the Agreement and/or the Right of Way that may have been created or established by or described in the Agreement and/or the Right of Way, with any applicable taxes or costs to be borne by the Owner.

6. The Owner and the City acknowledge and agree that this Release shall be binding upon their respective heirs, successors, legal representatives, and assigns, and that the terms hereof shall run with the real property described in the Agreement and/or in the Right of Way.

IN WITNESS WHEREOF, the City and the Owner have executed this Release as of the day and year first set forth above.

CITY OF ITHACA

By: _______________________
Laura Lewis, Mayor

PATEL LANES, INC

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

On the ____ day of ___________, 2023, before me personally came Laura Lewis, to me known, who, being duly sworn, did depose and say that she resides in Ithaca, New York 14850; that she is the Mayor of the City of Ithaca, the municipal corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Common Council of the City of Ithaca; and that such execution is authorized in accordance with the Charter of the City of Ithaca,

_______________________
Notary Public

STATE OF )
      ) ss:  
COUNTY OF )

On the ____ day of ____________, in the year 2023, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_______________________
Notary Public
SCHEDULE A

PARCEL I (TAX PARCEL 25-.5-3)

ALL THAT TRACT OR PARCEL OF LAND situated in the City of Ithaca, County of Tompkins and State of New York, more particularly bounded and described as follows:

BEGINNING at a point of the intersection of the Northerly line of Adams Street and the Easterly line of Third Street;

THENCE running North 28 degrees 40 minutes 00 seconds West, along the Easterly line of Third Street a distance of 150.55 feet to a point;

THENCE running North 62 degrees 11 minutes 00 seconds East, along the Southerly line of the premises reputedly owned by Brong (913/229) a distance of 100.00 to a point;

THENCE running North 28 degrees 40 minutes 00 seconds West, along the Easterly line of the premises reputedly owned by Franklin Marketplace, LLC (501504-001), a distance of 45.00 feet to a point;

THENCE running North 62 degrees 11 minutes 00 seconds East, along the Southerly line of the premises reputedly owned by Franklin Marketplace, LLC (501504-001), a distance of 163.40 feet to a point;

THENCE running South 28 degrees 30 minutes 45 seconds East, along the Westerly line of Second Street and Westerly line of the premises reputedly owned by City Of Ithaca (209/354) a distance of 21.67 feet to a point;

THENCE running North 61 degrees 29 minutes 15 seconds East, along the Southerly line of the premises reputedly owned by City Of Ithaca (209/354), a distance of 22.00 feet to a point;

THENCE running South 28 degrees 30 minutes 48 seconds East, along the Westerly line of the premises reputedly owned by City Of Ithaca (209/354), a distance of 80.81 feet to a point;

THENCE running North 61 degrees 30 minutes 47 seconds East, along the Southerly line of the premises reputedly owned by City Of Ithaca (209/354) a distance of 44.00 feet to a point;

THENCE running South 28 degrees 30 minutes 45 seconds East, along the Easterly line of Second Street and the Westerly line of the premises reputedly owned by Patel Lanes, Inc. (505705-001), a distance of 90.00 feet to a point;

THENCE running South 61 degrees 30 minutes 49 seconds West, along the Northerly line of Adams Street, a distance of 328.85 feet to the point and place of beginning, CONTAINING 1.25 acres of land.

EXCEPTING THEREFROM ALL THAT TRACT OR PARCEL OF LAND situated in the City of Ithaca, County of Tompkins and State of New York, more particularly bounded and described as follows:
COMMENCING at a point of the intersection of the Northerly line of Adams Street and the Easterly line of Second Street, said point being North 61 degrees 30 minutes 49 seconds East, along the Northerly line of Adams Street, a distance of 328.85 feet from the Easterly line of Third Street;

THENCE running North 28 degrees 30 minutes 45 seconds West, a distance of 90.00 feet to a point;

THENCE running South 61 degrees 30 minutes 47 seconds West, a distance of 44.00 feet to a point marking the point or place of BEGINNING;

THENCE running Westerly, a distance of 2 feet to a point;

THENCE running Northerly, a distance of 80.8 feet to a point;

THENCE running North 61 degrees 29 minutes 15 seconds East, along the Southerly line of the premises reputedly owned by City Of Ithaca (209/354), a distance of 2.00 feet to a point;

THENCE running South 28 degrees 30 minutes 48 seconds East, along the Westerly line of the premises reputedly owned by City Of Ithaca (209/354), a distance of 80.81 feet to the point and place of beginning.

BEING the same 2 foot by 80.8 foot strip of land conveyed by the City Of Ithaca to Morris M. Shulman and Cecil B. Shulman by deed dated July 12, 1961 and recorded in the Tompkins County Clerk's Office on July 24, 1961 in Deed Book 436 Page 224.

TOGETHER WITH any right, title, and/or interest the grantor may have in the above 2 foot by 80.8 foot strip of land, if any.

SUBJECT TO an Encroachment Agreement by and between Patel Lanes, Inc. and Pleasant Valley Electric, Inc. as set forth and described by instrument recorded in the Tompkins County Clerk's Office on December 21, 2006, in instrument number 501662-003, said agreement is shown on the hereinbelow referenced survey map.

SUBJECT TO a permanent easement for ingress and egress for vehicular and pedestrian traffic and vehicular parking as set forth and described in deed to Gene L. Kilmer and Levia A. Kilmer by deed dated June 7 1994, and recorded in the Tompkins County Clerk's Office on June 7, 1994, in Deed Book 725 Page 343, now conveyed to David A. Brong and Donna L. Brong by deed dated August 10, 2001, and recorded in the Tompkins County Clerk's Office on August 16, 2001, in Deed Book 913 Page 229, said easement is shown on the hereinbelow referenced survey map.

SUBJECT TO a pole line easement granted to New York State Electric and Gas Corporation by instrument recorded in Book 436 Page 792.

SUBJECT TO easements, restrictions and rights of ways of record.

REFERENCE TO the above described premises are more particularly shown on a survey map entitled "SURVEY MAP NO. 401 THIRD STREET & ADAMS STREET, CITY OF ITHACA, TOMPKINS COUNTY,
NEW YORK Dated May 26, 2022, prepared by Ian M. Sheive, L.L.S. No. 050769 of Sheive Land Surveying, which map is incorporated herein and is intended to be recorded in the Tompkins County Clerk’s Office concurrently herewith.

BEING the same premises conveyed to the Grantors herein from Charles Parkin and Lorraine Parkin by bargain and sale deed dated August 15, 2006, and recorded in the Tompkins County Clerk’s Office on August 15, 2006, in instrument number 495161-003.

PARCEL II (TAX PARCEL 25.-4-4)

ALL THAT TRACT OR PARCEL OF LAND situated in the City of Ithaca, County of Tompkins and State of New York, more particularly bounded and described as follows:

BEGINNING at a point of the intersection of the Northerly line of Adams Street and the Easterly line of Second Street, said point being North 61 degrees 30 minutes 49 seconds East, along the Northerly line of Adams Street, a distance of 328.85 feet from the Easterly line of Third Street;

THENCE running North 61 degrees 30 minutes 49 seconds East, along the Northerly line of Adams Street, a distance of 86.90 feet to a point marked by a pin found;

THENCE running North 28 degrees 31 minutes 49 seconds West, along the Westerly line of the premises reputedly owned by Blodgett (594502-002), a distance of 90.00 feet to a point marked by a pin found;

THENCE South 61 degrees 30 minutes 47 seconds West, along the Southerly line of the premises reputedly owned by City Of Ithaca, a distance of 86.87 feet to a point;

THENCE South 28 degrees 30 minutes 45 seconds East, along the Easterly line of Second Street and the premises reputedly owned by Patel Lanes, Inc. (495161-003), a distance of 90.00 feet to the point and place of beginning; CONTAINING 0.18 acres of land.

SUBJECT TO easements, restrictions and rights of ways of record.

REFERENCE TO the above described premises are more particularly shown on a survey map entitled “SURVEY MAP NO. 401 THIRD STREET & ADAMS STREET, CITY OF ITHACA, TOMPKINS COUNTY, NEW YORK” Dated May 26, 2022, prepared by Ian M. Sheive, L.L.S. No. 050769 of Sheive Land Surveying, which map is incorporated herein.

BEING the same premises conveyed to the Grantors herein from Charles Parkin and Lorraine Parkin by bargain and sale deed dated January 10, 2007, and recorded in the Tompkins County Clerk’s Office on March 19, 2007, in instrument number 505705-001.
4.1 Resolution – Renewing Right to Counsel MOU with LawNY

Whereas, on Oct 3, 2021, the Common Council adopted a Right to Counsel resolution including the following features:

   a. Attorney-client representations of City-resident tenants in City Court;
   b. Non-attorney-client advising and guidance for City-resident tenants who contact LawNY seeking same; and
   c. A LawNY presence at City Court (generally once per week) to assist tenants appearing in court with (a) non-attorney-client advising and guidance, and (b) potential client intake as new LawNY clients;

and;

Whereas, as part of the 2022 Authorized Budget, Common Council included $125,000 for said program, and thereafter on May 4, 2022 authorized the use of said funds for said program; and

Whereas, the current Agreement between the City and LawNY for the funding and operation of the Right to Counsel program expires on March 31, 2023; and

Whereas, despite LawNY’s best efforts, the substantial majority of said funding remains available at this time, and LawNY has indicated its willingness to continue the program for a renewal period; now, therefore, be it

Resolved, that the Mayor and the City Controller are hereby authorized to devote to a renewal term of this agreement the unexpended remainder of the previously-budgeted $125,000 for this program; and be it further

Resolved, that the Mayor, on the advice of the City Attorney, is hereby authorized to execute a renewal of the expiring Right to Counsel Agreement with LawNY on terms substantially similar to those already contained in that Agreement, for a period commencing April 1, 2023 and concluding on March 31, 2024.
This Agreement is made as of March __, 2022 between the following parties:

City of Ithaca, a municipal corporation in the State of New York, with offices at 108 East Green Street, Ithaca, New York 14850, hereinafter the "City,"

and

Legal Assistance of Western New York, Inc., a not-for-profit corporation incorporated in the State of New York, with offices located at 361 South Main Street, Geneva, New York 14456, and a branch office at 902 Taber Street, Ithaca, New York 14850, hereinafter "LawNY."

WHEREAS, the City requires certain legal services to be performed more particularly set forth below and made a part thereof, and

WHEREAS, LawNY is desirous of performing such legal services and the City is desirous of contracting with the LawNY to provide such services;

NOW, in consideration of the covenants, conditions, and provisions contained herein, it is hereby AGREED as follows:

1. The purpose of this Agreement is to fund the establishment of a Right to Counsel Program (the "Program") within the City of Ithaca as contemplated in the Right to Counsel Resolution of the City of Ithaca’s Common Council adopted on October 3, 2021, which is referred to as Exhibit A, and incorporated herein by reference, and specifically including the following features:
   a. Attorney-client representations of City-resident tenants in City Court, estimated at roughly 21 new such representations per quarter.
   b. Non-attorney-client advising and guidance for City-resident tenants who contact LawNY seeking same.
   c. A consistent LawNY presence at City Court (generally once per week) to assist tenants appearing in court with (a) non-attorney-client advising and guidance, and (b) potential client intake as new LawNY clients.

2. The Term of this Agreement shall commence as soon as LawNY is able to begin after
March 31, 2022 and terminate on December 31, 2022 or, to the extent that at least $10,000 of funds within the not-to-exceed amount established in this contract remain unexpended as of December 31, 2022, on March 31, 2023. The parties anticipate potential renewal of the Agreement; however, the parties understand and agree that funding contributions for subsequent terms shall be subject to each party's annual appropriations and Common Council approval for any subsequent year.

3. The City may terminate this contract on 30 days notice at any time without cause, in which case LawNY shall be paid pro rata for the satisfactory work performed to date of termination.

4. The City hereby agrees to provide an amount not to exceed $125,000 in monetary contributions for operation of the Right to Counsel Program under this Agreement.

5. The contribution set forth in paragraph 4 shall be distributed to LawNY in such quarterly amounts as provided in the following paragraph to support operation of the Program. LawNY shall provide a quarterly invoice (accounting through month-end June, September, and December, respectively) of such legal services provided to residents of the City of Ithaca, itemizing, without client names or any privileged information:

   a. the number of new representations undertaken in that quarter pursuant to paragraph 1(a) above;
   b. the number of open cases carried over from the preceding quarter pursuant to paragraph 1(a) above;
   c. the number of cases closed during the quarter pursuant to paragraph 1(a) above;
   d. the cumulative hours within that quarter expended on the work represented by 5(a), (b), and (c);
   e. the cumulative hours not invoiced to the City pursuant to paragraph 6(b) below;
   f. the number of hours expended by LawNY staff pursuant to paragraphs 1(b) and 1(c) above;

6. LawNY will calculate its quarterly invoices as follows:

   a. Each quarterly invoice will include a fixed “overhead” charge of $2,083 to cover all overhead, including project management, administrative support, and supervisions.
   b. In line with prior years' experience, each quarter, LawNY will not invoice the City for the first three attorney-client representations of City-resident tenants in City Court undertaken by LawNY in that quarter, and instead will continue to fund those first three quarterly representations (for a total of 12 per full year) from other state and federal grants and funding sources.
c. All work undertaken, as documented by hours recorded, by LawNY pursuant to this MOU not covered by the preceding sub-paragraphs shall be invoiced to the City for reimbursement to LawNY, charging each employee’s applicable hours to the City at the employee’s standard hour rate (without markup beyond the amount standardly paid to the employee) plus 30%, to cover fringe benefits.

5. The parties agree that the funding provided by this Agreement shall assist LawNY to employ and fund one full-time (1.0 FTE) and one half-time (0.5 FTE) attorneys and one 3/10th time (0.3 FTE) paralegal that are dedicated to providing legal services surrounding eviction and court representation to tenants in Ithaca City Court. These attorneys (and, as applicable, paralegal) shall be employed by LawNY and carry out the goals and duties described in the Resolution. LawNY shall be the employer of the attorneys and paralegal, and is responsible for setting their salaries, providing all employment related benefits and insurances, and have all hiring, disciplinary, and termination authority.

6. LawNY agrees that the fixed “overhead” charge on each invoice shall be the City’s only responsibility towards costs of administrative overhead, program supplies, filing fees, court expenses, legal research services, outreach materials, professional liability insurance and any other expenses associated with the provision of legal services under this Agreement.

7. Pursuant to LawNY’s standard client eligibility requirements, clients accepted under this Program must have an income at or under 200% of poverty and assets not exceeding $15,750. LawNY will also be entitled to apply under this Agreement such other client eligibility requirements as are standardly applied by LawNY under its other programs and work.

8. LawNY retains the right to refuse to accept cases for representation whenever LawNY deems it necessary, i.e., due to conflicts of interest, inadequate resources available, or clients with whom LawNY cannot establish an attorney-client relationship (due to incapacity or client insistence on pursuing non-meritorious claims/defenses).

9. LawNY shall carry forward any fund contributions not used for the Program by the termination date of this Agreement for use in subsequent Program funding agreement terms, or if no such subsequent terms are authorized, shall return to the City of Ithaca any such excess funds.

10. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses provided above.
11. Modification or renewal of this Agreement shall require a written Addendum, duly executed by the representatives of all parties.

12. LawNY Inc. shall indemnify, hold harmless and defend City of Ithaca, and its officers, employees, agents and elected officials from and against any and all claims and actions brought against the City and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by LawNY, its employees, subcontractors or agents except all actions and claims arising out of the negligence of the City. As described below, LawNY shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

13. Workers’ Compensation and Disability Coverage: A condition for entry into this agreement is the presentation by LawNY to the City of Ithaca of either proof that the LawNY provides the levels of workers’ compensation and disability coverage required by the State of New York or that LawNY is not required to provide such coverage.

14. Liability Coverage: LawNY shall obtain, and always maintain during the term of this Agreement, liability insurance protecting LawNY, Inc. with the City of Ithaca being named as an additional insured as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage Limit</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Medical Expenses Limit</td>
<td>$5,000 each occurrence</td>
</tr>
<tr>
<td>Personal &amp; Adv. Injury Limit</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000 each occurrence</td>
</tr>
<tr>
<td>Products/Comp/Op. Limit</td>
<td>$2,000,000 each occurrence</td>
</tr>
</tbody>
</table>

Such insurance shall cover damages because of bodily injury, including personal injury, sickness, disease or death, and from claims or damages because of injury to or destruction of property, including loss of use therefrom. The City of Ithaca shall be named as an additional insured on a direct primary basis under the policy issued for these coverages.

<table>
<thead>
<tr>
<th>Excess/Umbrella Liability</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
</tbody>
</table>

Claims-made policies are not acceptable. When umbrella or excess coverage is in effect, it must follow the form of the underlying coverage. General Aggregate shall apply separately to the project prescribed in the contract. It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms. City of Ithaca and its officers, employees, agents and elected officials are to be included as Additional Insured’s on a primary and non contributory basis.
All insurance shall be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best's rating of A+ or better. Proof of insurance shall be provided on the Accord Certificate of Insurance, Accord 25 (05/2010), or insurance company certificate. All Certificates shall contain a sixty (60) day notice of cancellation, non-renewal or material change to the City of Ithaca. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Broker signature is not acceptable. Certificates of Insurance shall be submitted with the signed contract.

15. The Contractor shall not discriminate against any employee, applicant for employment, subcontractor, supplier of materials or services or program participant because of actual or perceived age; creed; color; disability; domestic violence victim status; ethnicity; familial status; gender; gender identity or expression; height; marital status; military status; national origin; predisposing genetic characteristics; race; religion; sex; sexual orientation; socioeconomic status; or weight.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken as a whole, shall constitute one and the same Agreement.

SIGNED:

CITY OF ITHACA

By: [Signature]  
Laura Lewis, Acting Mayor  
Date: 4/7/22

Legal Assistance of Western New York, Inc.

By: [Signature]  
C. Kenneth Perri, Executive Director  
Date: 4/6/22
Exhibit A

City of Ithaca Common Council Right to Counsel Resolution

5.4 Right to Counsel Resolution

WHEREAS, 74% of residents in the City of Ithaca are renters (HUD Consolidated Plan 2019-2023), including 56% of tenants who are housing cost burdened (paying more than 30% of their income in rent) and 41% of tenants are severely housing cost burdened (paying more than 50% of their income in rent); and

WHEREAS, 49% of Black renters and 45% of Latinx renters in the City of Ithaca are severely housing cost burdened, compared to 25% of white renters (HUD Consolidated Plan 2019-2023); and

WHEREAS, Black residents and female-headed households are disproportionately subject to non-payment evictions (2018 local data); and

WHEREAS, a resolution was passed on April 1, 2020 by City of Ithaca Common Council urging our state representatives to suspend for 90 days rent payments of residential tenants and small business commercial tenants who have suffered a loss of income as a result of government-ordered COVID-19 restrictions, and suspend mortgage payments for the same period for property owners facing financial hardship as a result of nonpayment of rent; and

WHEREAS, the ongoing impact of the pandemic prompted the Centers for Disease Control and Prevention to issue an eviction moratorium on September 4, 2020 through July 31, 2021 that provided protection from eviction to prevent the spread of COVID-19 and to promote public health; and
WHEREAS, an eviction moratorium issued by New York State declared a moratorium through August 31, 2021 suspending all non-payment eviction proceedings and pending eviction orders; and

WHEREAS, funding through the Emergency Rental Assistance Program (ERAP) has been plagued with difficulties at the state-level in processing applications and dispersing funds to tenants who may be eligible for 12 months of rental arrears, with the possibility of 3 months of prospective rent; and

WHEREAS, on August 2, 2021, upon the urging of Governor Hochul, the New York State Legislature returned to Albany for a special session and voted to extend the state’s eviction moratorium through January 15, 2022; and

WHEREAS, there exists no comprehensive data on pre-pandemic evictions in the City of Ithaca other than a 2018 independent local study of 78 evictions ordered by City of Ithaca Housing Court, in which proceedings most landlords had legal representation and very few tenants were represented by a lawyer; and

WHEREAS, the presence of eviction court monitors can provide support to tenants who will no longer feel alone and so that a clear database can be developed on City of Ithaca eviction cases; and

WHEREAS, a January 12, 2021 report from the ACLU and the National Coalition for a Civil Right to Counsel posted an article, “Tenants’ Right to Counsel is Critical to Fight Mass Evictions and Advance Race Equity During the Pandemic and Beyond” in which they call upon the federal government to provide funding for Right to Counsel in eviction proceedings; and

WHEREAS, several cities including Baltimore, MD; Philadelphia, PA; Cleveland, OH; New York City, NY; and San Francisco, CA are enacting or have already enacted
legislation to ensure tenant protections in eviction cases through Right to Counsel as a means to prevent disruptive displacement of residents, particularly for women of color who are single mothers; and

WHEREAS, cities noted above that have adopted Right to Counsel bills have seen the number of evictions drop significantly and tenants have been able to remain in their homes; and

WHEREAS, legal advice and full representation for tenants would also protect against Retaliatory Non-Renewal by empowering a tenant to sue a landlord if, by raising concerns as to the physical condition of a housing unit, a tenant is retaliated against in the form of non-renewal of a lease; and

WHEREAS, the Ithaca Eviction/Displacement Defense Project, funded in January 2020 through a grant from Enterprise Partners and managed locally by the Human Services Coalition of Tompkins County has provided funding and developed partnerships with Cornell Law School's Tenants' Rights Practicum (now in its third semester), LawNY, HSC's 211 Housing Specialists, Cornell Law School's summer interns, a Cornell Law Fellow, a Legal Hotline (Ithaca Tenants Resources), with the expectation of promoting future pro bono legal resources for tenants; now, therefore be it,

RESOLVED, That the City of Ithaca Common Council commit city resources and work with local partners named in this resolution to ensure tenant protections through a Right to Counsel Program that will provide legal representation to tenants facing eviction court
4.2 Release of Funds from Restricted Contingency for The REACH Project, Inc

WHEREAS, as part of the 2023 Authorized City Budget, Common Council included $100,000 in restricted contingency funding to The REACH Project, Inc., and

WHEREAS, the funds will be used to support the continuation and expansion of medical services to city residents, and outreach medical services delivered to underserved, low-income residents of Ithaca, including a focus on sheltered and unsheltered homeless individuals, and Harm-reduction medical outreach services to low-income and homeless individuals to cover costs of clinical staff and administrative support expenses that cannot be reimbursed through billing medical insurance; now, therefore be it

RESOLVED, That Common Council hereby releases $100,000 from Account A1990 Restricted Contingency and transfers the funds to Account A1012-5435 Community Service Contracts for the purpose of funding The REACH Project, Inc. for 2023.
MEMORANDUM OF
UNDERSTANDING

by and between
CITY OF ITHACA &
The REACH Project, Inc.

“COVID-19 Medical Outreach Services”

THIS MEMORANDUM OF UNDERSTANDING is entered into on March 2nd, 2023, by the City of Ithaca (“City”), a municipal corporation with offices at 108 E. Green St., Ithaca, NY 14850, and The REACH Project, Inc. (“REACH”), a not-for-profit corporation with 501(c)(3) status, incorporated under the laws of the State of New York, and having its principal place of business at 1001 W. Seneca St., Ithaca, NY 14850.

WITNESSETH THAT:

WHEREAS, in September 2022, the City received a request for funding from REACH to support the continuation and expansion of medical services to city residents, and outreach medical services delivered to underserved, low-income residents of Ithaca, including a focus on sheltered and unsheltered homeless individuals, and Harm-reduction medical outreach services to low-income and homeless individuals to cover costs of clinical staff and administrative support expenses that cannot be reimbursed through billing medical insurance (“the Project”), and

WHEREAS, the adopted 2023 City of Ithaca budget appropriated $100,000.00 within a restricted contingency account to REACH to provide financial assistance for the Project.

NOW THEREFORE, in consideration of the promises, covenants and agreements contained herein, the City and REACH (“the Parties”) hereby agree as follows:

1. Effective Date

The Effective Date of this Agreement shall be: DATE this agreement is executed by the Parties.

2. Project Funding & Implementation

City funding in the amount up to One Hundred Thousand United States Dollars ($100,000.00) will be used solely to assist the Project, as more fully described above and in the funding request submitted by REACH, attached as EXHIBIT 1. REACH is responsible for implementing the Project.

3. Use of Funds

City funds will be used for staffing and administrative support expenses to deliver COVID-19 medical outreach services that are not eligible for reimbursement by billing medical insurance.
4. Payments
   A. Reimbursement of project expenses will be made only for costs that are eligible, necessary, reasonable, and directly related to work performed in accordance with this Agreement for expenses incurred after **January 1st, 2023**.
   B. Reimbursements will be made only upon receipt of a Request for Payment (VOUCHER FORM) in the format attached to this Agreement as EXHIBIT 2. Each Request for Payment shall specify the costs incurred and include appropriate detailed and complete documentation to evidence the nature of the costs and certify that the costs do not constitute a duplication of benefits (e.g., timesheets, contracts, original invoices, procurement records, other documentation) in a format acceptable to the City.
   C. All City funds must be expended by: **December 31, 2023**.

5. Workers’ Compensation & Disability Benefits Insurance Coverage
   Sections 57 and 220 of the New York State Workers’ Compensation Law require the heads of all municipal and State entities to ensure businesses applying for contracts have appropriate Workers’ Compensation and Disability Benefits Insurance Coverage. As a condition for entry into this Agreement, REACH shall present evidence to the City that REACH provides minimum levels of Workers’ Compensation and Disability Insurance coverage required by the State of New York, or that such coverage is not required. Such evidence is to be attached to this Agreement at **EXHIBIT 3**.

6. Project Completion
   The Project must be substantially complete by no later than **December 31, 2023**.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

The REACH Project, Inc.:  

[Signature]
Dr. Justine Waldman, MD. CEO/CMO

City of Ithaca:

[Signature]
Steve Thayer, City Controller

Date: Mar 2, 2023
EXHIBITS

Exhibit 1
- REACH Funding Request
- REACH Workers’ Compensation & Disability Insurance Coverage

Exhibit 2
- Request for Payment (Voucher Form)
CITY OF ITHACA 2023 FUNDING PROPOSAL

The REACH Project, Inc. (REACH) is a 501(c)3 non-profit organization that specializes in the provision of low threshold, comprehensive, integrated clinical and behavioral services aligned with an evidence-based, harm reduction model. This includes low threshold medication for opioid use disorder (MOUD), comprehensive primary care, behavioral health services, psychiatric medication management, Hepatitis C testing and treatment, Outreach, and telemedicine. Since opening in 2018, REACH has engaged more than 2,500 unique individuals with OUD into low threshold MOUD care, greater than 70% of whom are Medicaid beneficiaries.

In the 2022 budget, the City of Ithaca included funding for REACH to assist in bridging the anticipated deficit in funding for the organization. This funding aimed to assist REACH in recouping costs associated with the ongoing delivery and expansion of life-saving services during the COVID-19 pandemic. As the COVID-19 pandemic and the opioid overdose crisis continues, REACH has worked to meet the growing need for low-threshold harm reduction services in the Ithaca community. Going into the 2023 budget year, REACH continues to project a deficit in funding as capacity-building efforts such as workforce retention and service expansion become increasingly imperative to meet the community need. Included below is the updated proposal for deficit funding for REACH general operating expenses.

Summary

In March of 2020, as a response to the COVID-19 pandemic, REACH transitioned its services to be facilitated through telemedicine and initiated Outreach services in August 2020 to continue engaging patients experiencing housing insecurity or homelessness. Since this transition, REACH has facilitated over 20,000 visits through telemedicine and has maintained an approximately 76.4% six-month retention rate for MOUD services.

Hindered by the heavily grant-funded environment in which we operate, it is difficult to maintain sustainability without the expansion of non-billable services, such as Outreach. Likewise, it is also glaringly apparent that grant-funding does not always provide the flexibility to create and maintain the necessary infrastructure for these services. Detailed below are our anticipated needs for General Operating Expenses. It is recognized that the funding available to the City of Ithaca is limited and we recognize that this proposal may only be funded in part. Yet, it is imperative that the city is made aware of the substantial need our organization has for additional support to not only expand but sustain our life-saving efforts.

Projected Deficit Funding

General Operating Expenses:

We are challenged by many funding opportunities that ask us to itemize specific expenses, initiatives, or projects to be funded by grants and other donors when our greatest need is unrestricted general operating expenses. Unrestricted funding will help cover small, individual expenses across every level of the organization that are not adequately covered by current Medicaid reimbursements. With an already lean administrative structure and dedicated, attentive clinical staff we have managed to be flexible and adaptive to continue operating during
the turbulent and unprecedented fiscal years since the beginning of the COVID-19 pandemic. Shortages in healthcare workforce are being felt across the state. Additionally, as cost living increases and the shortage in healthcare workers persists, the wage expectation for new and existing employees as increases. Thus, making it difficult to source and retain healthcare workers competitively as a primarily grant-funded organization. Rapid and ongoing shifts in regulations have significantly altered our workflows and impacted staff productivity which is directly tied to our financial performance in a Fee-for-Service environment where over 70% of our patients are Medicaid recipients. While the healthcare landscape is gradually shifting toward favoring the harm reduction and social determinants of health activities we engage in, it does not currently adequately reimburse for these activities and the extra effort our staff invests into them. As a result, FTEs and departmental needs across our organization are underfunded leaving us with a projected deficit of $1,163,000 in the 2023 fiscal year. We have limited access to borrowing credit as a young non-profit to cover this deficit and grant funding is often too restrictive to allow us to address this general need. We are certain that this deficit will impact our ability to make payroll, retain staff, and continue delivering the impactful services we provide to residents in the City of Ithaca and greater Tompkins County area. We hope the city will consider using the incoming federal funds to help us bridge the gap between the financial environment of 2023 where we are feeling the lingering financial impacts of COVID-19 and continuing to meet the resident needs for low-threshold, harm reduction substance use and mental health services.

**Deficit Funding for 2023:** $1,163,000
Reach Project, Inc.
1001 W SENECA ST
ITHACA NY 14850-3342

March 2, 2023

Enclosed please find a Summary Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team
Account Policy Information:

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>GILROY KERNAN &amp; GILROY INC/PHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Code</td>
<td>01310756</td>
</tr>
</tbody>
</table>

Recipient Information
Reach Project, Inc.
1001 W SENECA ST
ITHACA NY 14850-3342

**SUMMARY OF INSURANCE**

<table>
<thead>
<tr>
<th>Account Policy Recap</th>
<th>Policy Number</th>
<th>Policy Term</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation Hartford Fire and Its P&amp;C Affiliates</td>
<td>01 WEC AB1TLW</td>
<td>01/28/2023 to 01/28/2024</td>
<td>$12,902</td>
</tr>
</tbody>
</table>
Worker’s Compensation Summary of Insurance with Hartford Fire and Its P&C Affiliates
A member company of The Hartford
01/28/2023 - 01/28/2024

Policy Detail: Worker’s Compensation
Policy States: NY
CO
MA

Location 1 Premises Address:
402 N CAYUGA ST
ITHACA NY 14850

Location 2 Premises Address:
1001 W SENECA ST
ITHACA NY 14850-3342

Location 3 Premises Address:
336 SE 4TH ST
BERTHOUD CO 80513-3854

Location 4 Premises Address:
90 OLD STOW RD
CONCORD MA 01742-2827

Worker’s Compensation Coverages:

Employer’s Liability Limits

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disease - Policy Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Bodily Injury – Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease - Each Employee</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class/Payroll Detail</th>
<th>Class Description</th>
<th>Class Code</th>
<th>Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location 1 - NY</td>
<td>PHYSICIAN &amp; CLERICAL</td>
<td>8832</td>
<td>$2,324,000</td>
</tr>
<tr>
<td>Location 1 - NY</td>
<td>CLERICAL OFFICE EMPLOYEES NOC</td>
<td>8810</td>
<td>$272,000</td>
</tr>
<tr>
<td>Location 4 - MA</td>
<td>CLERICAL OFFICE EMPLOYEES NOC</td>
<td>8810</td>
<td>$93,200</td>
</tr>
<tr>
<td>Location 3 - CO</td>
<td>CLERICAL OFFICE EMPLOYEES NOC</td>
<td>8810</td>
<td>$82,300</td>
</tr>
<tr>
<td>Location 2 - NY</td>
<td>PHYSICIAN &amp; CLERICAL</td>
<td>8832</td>
<td>$400</td>
</tr>
<tr>
<td>Location 2 - NY</td>
<td>CLERICAL OFFICE EMPLOYEES NOC</td>
<td>8810</td>
<td>$1,500</td>
</tr>
</tbody>
</table>
This Summary and its attachments provides a high level overview of policy coverages and does not include all conditions, limitations or exclusions. Please refer to the actual policy forms for detailed coverages, limits and deductibles.
CITY OF ITHACA
108 EAST GREEN STREET
ITHACA, NEW YORK 14850

The REACH Project, Inc.
1001 W. Seneca St.
Ithaca, NY 14850

<table>
<thead>
<tr>
<th>TERMS</th>
<th>VENDOR'S REF. NO.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DATES</th>
<th>QUANTITY</th>
<th>DESCRIPTION OF MATERIALS OR SERVICES</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

(SEE INSTRUCTION ON REVERSE SIDE)

I, ________________ certify that the above account in the amount of $ ________________ is true and correct, that the items, services and disbursements charged were rendered to or for the City of Ithaca on the dates stated; that no part has been paid or satisfied; that taxes from which the City of Ithaca is exempt, are not included; and that the amount claimed is actually due.

________________________
DATE

________________________
SIGNATURE

________________________
TITLE

DEPARTMENTAL APPROVAL
The above services or materials were rendered to or furnished to the City of Ithaca on the dates stated and the charges are correct.

DEPARTMENTAL HEAD

APPROVAL FOR PAYMENT
This claim is approved and ordered paid from the appropriations indicated above.

CITY CONTROLLER
DEPARTMENT OR DIVISION: Indicate the department that received the services or supplies. Send one copy of the voucher properly completed to the department. Use a separate voucher for charges against each department.

CLAIMANT’S NAME AND ADDRESS: All claimants must print or typewrite their name and address in the space provided for the purpose. The check will be drawn in that name and mailed to that address.

TERMS: Show any discounts that are allowed for prompt payment.

PURCHASE ORDER NO.: If a purchase order has been issued for the items charged on this voucher, show the number thereof.

VENDOR’S REFERENCE NO.: If the vendor requires a reference number, in order to identify the check in payment of this voucher, show such number.

DESCRIPTION OF MATERIALS OR SERVICES: All charges must be itemized. In the space provided in the body of the voucher, show where applicable: (1) dates of services or delivery; (2) quantities; (3) description of charges; (4) unit price; (5) amount. If more space is required than that provided any sheet of paper this size may be used. Bring the total forward to this voucher.

Any company that has its own invoice or bill form may refer to it by number or other identification in the body of the voucher and show the total in the amount column. Attach the form to the voucher.

CLAIMANT’S CERTIFICATION: The claimant’s certification must be completed. The date on which the signature is affixed must be given. The title of the person signing must clearly indicate his relationship to the claimant, e.g., sole owner, partner, treasurer, bookkeeper, billing clerk, etc. Notary not required.

DO NOT BILL FOR PARTIAL SHIPMENTS.

SPECIFY ALL TAX EXEMPTIONS GRANTED.

RETURN VOUCHER PROMPTLY: In order to expedite payment this voucher should be returned promptly after the services have been rendered or the materials have been furnished.
5.1 Authorization for Matching Funds for the Federal Carbon Reduction Grant for a Transportation Network Project - Resolution

WHEREAS, the City of Ithaca desires to provide safe multi-modal transportation infrastructure to its residents and visitors; and

WHEREAS, the City of Ithaca, through its Green New Deal, aspires to reduce carbon emissions originating from transportation sources, and understands that provision of multimodal transportation infrastructure results in a greater share of people walking and biking in the City; and

WHEREAS, the United States Department of Transportation, through its Bipartisan Infrastructure Law (BIL), established the Carbon Reduction Program to fund certain categories of projects that have the effect of reducing carbon emissions; and

WHEREAS, Ithaca’s transportation Metropolitan Planning Organization (MPO), Ithaca Tompkins County Transportation Council (ITCTC) is responsible for distributing $463,855 of the Carbon Reduction Program funding allotted to New York State to municipalities within Tompkins County; and

WHEREAS, the City of Ithaca expressed interest in utilizing the Carbon Reduction Program funding referenced above to create a detailed, block by block conceptual multimodal plan for six corridors identified by Bike Walk Tompkins in their Better Bike Network plan through robust public outreach; and

WHEREAS, no other municipalities in Tompkins County have submitted projects for consideration for the Carbon Reduction Program funding, and NYSDOT is supportive of using this funding source for this project; and

WHEREAS, the Carbon Reduction Program funding can provide up to 80% of a project cost, with a required local match of minimum 20%; and

WHEREAS, the City of Ithaca engineering team received an estimate from a transportation engineering/planning company for a total project cost of $587,000 which would create a detailed block-by-block conceptual plan for the project and includes public outreach for all routes; and

WHEREAS, since the Carbon Reduction Program provides reimbursement funding, the City would provide funding for the full project and be reimbursed for $463,855; therefore, the City’s share of the project after the reimbursement would be $123,145 ($587,000 minus $463,855); then be it

RESOLVED, that Common Council hereby agrees that the City of Ithaca will be responsible for the local match share of the project, $123,145.
TO: Planning and Economic Development Committee
FROM: Erin Cuddihy, Transportation Engineer
DATE: March 15, 2023
RE: Carbon Reduction Program funding

The United States Department of Transportation, through its Bipartisan Infrastructure Law, established the Carbon Reduction Program to fund projects that have the effect of reducing carbon emissions. New York State is allotted a share of that funding. Our local transportation metropolitan planning organization, Ithaca Tompkins County Transportation Council (ITCTC) is tasked with distributing $463,855 of Carbon Reduction Program funding to municipalities within Tompkins County for carbon reduction-related projects. The City of Ithaca was the only municipality in the county to submit a project for consideration for this funding.

The City of Ithaca Engineering team has expressed interest in using this funding to do a detailed block-by-block conceptual plan of a bike network for Ithaca, starting from the work that Bike Walk Tompkins did through their Better Bike Network project and the public outreach they performed in the past. Through their outreach and work, BWT identified six routes that would form the backbone of a robust bike network in the City, but the routes are currently rough sketches.

This project, called the “Ithaca Active Transportation Network”, would plan, with extensive public outreach, the actual routes. At the end of the project, we would have a proposed design for each block on the bike network streets, and we would know exactly where curbs would need to be moved and approximate construction costs. We also would plan pedestrian improvements and traffic calming along the corridors. With the detailed conceptual plan in hand, we would be in an extremely good position to apply for large federal implementation grants that could potentially fund the complete buildout of the network.

It would be ideal if we can design the network in one project rather than taking a piecemeal approach. It would likely also be better accepted by the community because we will not be seen as “picking on” nor favoring (depending on their perspective) residents/property owners on a particular street.

We received an estimate from a transportation planning/engineering firm of $587,000 for the detailed block-by-block concepts for the entire network. With the Carbon Reduction Program...
providing up to 80% of funding – we would have access to $463,855 - that would leave the local
match of minimum 20% at $123,145. Because this is a reimbursement grant program, the City
would fund the entire $587,000 project cost at first, but the City would be reimbursed for the
$463,855.

We have met with New York State Department of Transportation, and they have no objections to
us using this funding source for this project.

Please feel free to reach out should you have any questions.

Erin Cuddihy, Transportation Engineer, City of Ithaca
607-375-7818, ecuddihy@cityofithaca.org
**6.1 Resolution for Ithaca Area Wastewater Treatment Facility (IAWWTF) Camden Contract Amendment #2**

WHEREAS, the Ithaca Area Wastewater Treatment Facility (IAWWTF) has been unable to obtain a qualified licensed 4A Chief Plant Operator, and is approaching critical personnel levels due to short staffing, and

WHEREAS, as the administrative representative of the IAWWTF, the City of Ithaca contracted with The Camden Group, Inc. on January 7, 2022, to provide supplemental plant staffing, management, and consulting services for a 4A licensed Chief Operator position until June 2022, and

WHEREAS, The Camden Group contract was subsequently amended (Contract Amendment #1) to carry coverage through June 2023, for an additional amount of $265,880, and

WHEREAS, IAWWTF staff levels have continued to decrease and are now at a critical level, and

WHEREAS, the IAWWTF is desirous in expanding The Camden Group contract to include the following modifications as Contract Amendment #2:

1. Continue providing on-site managerial level staffing with the services of a 4A licensed Chief Operator with an extended duration through December 31, 2023
2. Provide additional experienced contract operations personnel
3. Reset the contract period to align with the City’s budget schedule; and

WHEREAS, at its March 2023 meeting, the Special Joint Committee of the IAWWTF recommended that its municipal partners expand The Camden Contract; now therefore be it

**RESOLVED**, that Contract Amendment #2 with The Camden Group, be approved for an amount not to exceed $656,160 for services covering the period of January 1, 2023 through December 31, 2023; and be it further

**RESOLVED**, that funds necessary for said contract amendment be derived from the following sources as determined by the City Controller: $266,000 from the existing approved 2023 budget, $139,813 in unexpended funds from Contract Amendment #1 and $250,347 from 2023 vacant position personnel funds.
Date: April 5, 2023

To: Common Council

From: Michael Thorne, Superintendent of Public Works

Re: Camden Group Contract Amendment #2

The Wastewater Treatment Plant (WWTP) has been experiencing a steady loss of operating staff due to retirements and resignations, beginning with the retirement of the Chief Operator in June 2022. The City started advertising for a Chief Operator in July 2021 with the intent that the new Chief could work with the retiring Chief for several months prior to assuming full responsibility of the plant. Due to a lack of applicants for the Chief Operator position, the City executed a $60,000 six-month contract in January 2022 with the Camden Group to provide licensed supervision of the plant until a new Chief Operator could be hired. Funding for the initial contract came from unused funds from the vacant Assistant Chief Operator position.

By May 2022, it was clear that a new Chief Operator would not be hired in time to overlap the retiring Chief Operator position, and Contract Amendment #1 was prepared and signed to extend Camden’s contract for a full year, through June 30th 2023, for an amount of $265,880. To pay for this, three vacant positions at the WWTP were defunded: 1) Assistant Chief, 2) Lab Technician, and 3) one Operator Trainee. In the 2023 operating budget, these three positions remain defunded for the full year with the expectation that Camden’s contract would likely need to be extended again in July 2023. The 2023 IAWWTF budget reduced the staff salary and benefits line items by approximately $266,000 from the prior year, and increased the contracts line item by $266,000 to pay for Camden’s services.

In January 2023, a Senior Operator and an Operator retired from the WWTP, along with the Administrative Coordinator. As a result of these retirements and along with increased repair work that has emerged at the plant, Camden has expended more time than anticipated in Contract Amendment #1. In February 2023, another Operator resigned, and an Operator Trainee has indicated a desire to reduce hours to half-time. Although we recently hired one Operator Trainee and two part-time interns, there is an immediate need for experienced staff at the WWTP.

Contract Amendment #2 is needed to cover additional management time expended by Camden since the beginning of this year, and requests Camden to provide up to two additional contract employees to fill the vacancy gap at the plant for the remainder of 2023. It also resets contract dates to be in line with the City’s budgeting schedule. Unused funds from Contract Amendment #1 will be applied toward Contract Amendment #2.
Contract Amendment #2 provides the following under a Time & Expenses contract:

- Full Time/Full Year Plant Manager
- Part Time/Full Year Senior Plant Manager
- Full Time/Partial Year Plant Maintenance Manager
- Full Time/Partial Year Assistant Plant Manager
- Miscellaneous Expenses

The estimated cost for these services is $656,160 and would be the new contract amount under Amendment #2. Unused funds applied from Contract Amendment #1 are $139,813 which brings the net cost of Contract Amendment #2 to $516,347. The approved 2023 IAWWTF budget for contract operations is $266,000 so the net impact to the budget is $250,347.

In addition to the three defunded positions that are offsetting the cost of the current contract, there are five other vacant positions at the WWTP that are unlikely to be filled in 2023, with unused salary and benefits totaling approximately $385,000. These unused funds can be used to offset the additional $250,347 budget impact, so that Contract Amendment #2 is cost-neutral. The remaining $134,653 could fund two direct hire City positions for the remainder of the year if the City happens to get qualified applicants in the meantime.

The recommendation to approve this contract amendment is not intended to be a long-term fix to this complex problem, but one that will get us through the remainder of 2023. It will allow more time to explore and evaluate alternative solutions. There are no other immediate options, and we cannot afford to take risks with the potential for permit violations from improperly treated wastewater discharges into the lake. Recent conversations with the DEC have confirmed that other municipalities throughout New York are struggling to find qualified wastewater operators, and are using the same approach to address staffing shortages at their treatment plants.
6.2. Appointment to the Sustainability & Climate Justice Commission

RESOLVED, that Scott Doyle be appointed for a two year term to expire on December 31, 2025, that Christine O’Malley be appointed for a two year term to expire on December 31, 2025, that David Kay be appointed for a two year term to expire December 31, 2025, that Iris Packman be appointed for a one year term to expire December 31, 2024, that Tanya Sauder be appointed for a one year term to expire December 31, 2024, and that Alexander Travis be appointed for a one year term to expire December 31, 2024.
WHEREAS following the murder of George Floyd by Minneapolis police officer Derek Chauvin and citing “a long and painful history in New York State of discrimination and mistreatment of Black and African-American citizens,” then-New York Governor Andrew Cuomo issued Executive Order 203 calling upon local governments that operate police agencies to study their current operations and develop a plan to address “the particular needs of the communities served by such police agency and promote community engagement to foster trust, fairness, and legitimacy, and to address any racial bias and disproportionate policing of communities of color”; and

WHEREAS in response to EO 203, the City of Ithaca passed a resolution to adopt a series of city-specific and joint recommendations with Tompkins County; and

WHEREAS beginning in June 2021 the Reimagining Public Safety (RPS) Working Group and its over 35 members, technical advisors, and subcommittee contributors held biweekly meetings for 8 months to discuss RPS implementation with community input gathered via a website and in-person and virtual public forums; and

WHEREAS in June 2022, Common Council accepted a report from the RPS working group and adopted the following actions:
1. Establish a civilian leadership position, with authority designated by the Mayor, to oversee the City’s public safety response systems.
2. Establish an ad-hoc public safety committee.
3. Require community-centered training for both armed and unarmed first responders.
4. Supply improved technology for community safety efforts.
5. Implement improved data collection and public reporting of such data; and

WHEREAS resulting from this resolution, the City established a Special Committee for Public Safety charged with determining the next steps for public safety reform implementation; and

WHEREAS on March 8, 2023, the Special Committee unanimously referred its report out of committee, now therefore be it

RESOLVED that Common Council ADOPTS the report of the Special Committee for Public Safety and its recommendations to

- Establish a team of peer support specialists who can co-respond with law enforcement as appropriate to non-violent calls for assistance, but not be under the purview of law enforcement with the role of:
  - Providing a team of peer support specialists to co-respond with law enforcement as appropriate, and serve as an alternative to a law enforcement-only response to address behavioral health and other related crisis;
  - Conducting assessments of the needs of the affected individuals and their families;
  - Managing and overseeing immediate support plan for each impacted individual and their family; and
  - Organizing and coordinating all information on applicable and available services and partner agencies to respond to the needs for the impacted individuals and their family;
- Connecting individuals with appropriate services and follow through until a hand off to a fixed support system can be confirmed;
- Managing the information on responses, personal information of individuals and relevant data for reporting;
- Providing aid to reduce dependence on, and divert away from, law enforcement response systems;
- Working with the City’s LEAD team; and

- Establish a Deputy City Manager position to:
  - Develop and codify a holistic crisis response approach to oversee its implementation;
  - To oversee IPD, Crisis Co-Response team, LEAD, and RPS-coordination
  - To initiate a pilot program with IPD; and,
  - To implement strategies to build relationships between officers and community organizations; and

- Maintain and support progressive change in the IPD, including;
  - Full participation in CJC training programs addressing generation CJC training programs addressing generational trauma, de-escalation, antiracism, anti-bias and others as required on an on-going, and not one-time basis;
  - Regular participation in Advocacy Center-led training programs for all officers;
  - Further reality-based training to apply these learned principles to experiential scenarios; and

- Strength accountability systems through:
  - Adopting and implementing whistleblower protections to protect employees from retaliation, ensure investigations of complaints are made and corrective action taken, where needed, and to notify employees of their rights so they will feel empowered and safe in filing a complaint; and
  - Expanding resources and training for Community Policy Board members which includes:
    1. Annual funding for members of the CPB to receive law enforcement oversight training from the National Association of Civilian Oversight of Law Enforcement or a substantively similar peer organization approved by Common Council;
    2. Updating City policies and labor contracts as needed to require IPD Chief and officer participation in CPB investigations and review;
    3. Provide and utilize funding for third-party review of IPD internal investigations, CPB investigations of complex or high-interest complaints, as requested by CPB; and,
    4. Grant CPB concurrent jurisdiction to investigate all community-generated complaints; and

- Establish a Standing Committee for Public Safety to continue conversation, listening, and policy deliberation on an ongoing basis; and

- Reconstitute the Public Safety and Information Commission as the cognizant advisory body for proactive community discussion and feedback on public safety reform.
Background

Following the murder of George Floyd and citing “a long and painful history in New York State of discrimination and mistreatment of Black and African-American citizens,” then-Governor of New York Andrew Cuomo issued Executive Order 203 charging local governments to study their public safety operations and develop a plan to address “the particular needs of the communities served by such policy agencies] and promote community engagement to foster trust, fairness, and legitimacy, and to address any racial bias and disproportionate policing of communities of color.”

In response to the Governor’s mandate, City of Ithaca’s Mayor Svante Myrick and Tompkins County Administrator Jason Molino initiated a collaborative effort resulting in the release of a report entitled Public Safety, Reimagined in February of 2021. That report included 19 recommendations regarding public safety in Tompkins County and the City of Ithaca. Two of the recommendations were specific to the City of Ithaca. Recommendation #1 called for a restructuring of the City of Ithaca’s public safety functions, specifically the City’s Police Department (IPD). Ithaca’s Common Council approved the Report in March 2021, after much debate and some language changes to Recommendation #1.

Mayor Myrick established a working group to study and provide recommendations for creating a reimagined public safety agency. The work was conducted over roughly 10 months. The task force submitted recommendations to Common Council in March of 2022. These recommendations were accepted, but not adopted, by Common Council at their July 2022 meeting.

One of the Working Group’s recommendations called for Common Council to "create a committee...to further investigate details regarding implementation of these recommendations by this subcommittee as relevant but meriting more consideration”. At the July 2022 Council Meeting, Acting Mayor Laura Lewis appointed this Special Committee of Common Council to further pursue the recommendations of the Reimagining Public Safety working group”. Alderpersons Cynthia Brock, Phoebe Brown, Robert Cantelmo, Ducson Nguyen, and Chairperson George McGonigal comprised the Special Committee.

The Special Committee met from August 2022 until February of 2023. Joining the committee’s discussions and contributing immensely to its work were several local professional stakeholders. These contributors included IPD Acting Chief of Police John Joly; Tompkins County District Attorney Matt Van Houten; IPD Records Sergeant Mary Orsaio; IPD Operations Sergeant Mathew Cowen; Tompkins County Director of Emergency Response Michael Stitely; members of the City of Ithaca’s Community Police Board; Ithaca City Attorney Ari Lavine; Advocacy Center of Tompkins County Executive Director Heather Campbell; City of Rochester Crisis Intervention Services representatives Sarah Fletcher and Alia Henton Williams; and Tompkins County Legislator, District One and Deputy Director of GIAC Travis Brooks.
Introduction

Early in the joint City-County reimagining process in 2020, a concerted effort was made to collect feedback from disenfranchised persons who do not generally participate in community outreach. Targeted focus groups and interviews were conducted that included a wide range of marginalized and minority individuals -- Black, Brown, Asian, and Latinx, individuals returning from incarceration, veterans, houseless individuals, LGBT+ community members, persons with disabilities and others offered their perspectives on public safety in the City of Ithaca, Tompkins County, and in general1.

Responses from targeted focus groups include many key themes. Some individuals reported feeling disrespected by police in everyday interactions. Lack of trust in police and hyper-awareness of racial tension both locally and nationally was expressed. Many shared reluctance to call police when faced with unlawful situations, expressing preference for handling situations themselves. They were skeptical of law enforcement's de-escalation abilities and the degree knowledge in dealing with situations involving people living with mental health issues, those who are detoxing, people living with visible and invisible disabilities, and members of the LGBT+ community, especially transgender individuals. Respondents voiced not feeling safe going to the police for help. Respondents in all focus groups acknowledged the hard work of law enforcement. Proposed reinventions provided by focus groups include training and re-training of officers and a desire to shift policing culture, improved connections between police and the community, improved public accountability, collaboration, support, and standards.

During the same time period, parallel focus groups involving police officers took place. Law enforcement respondents expressed appreciation for being included in the reimagining public safety process. They expressed frustration that the public does not understand what policing jobs entail. They also acknowledged the need to build trust in the community, while citing limited staffing as a major obstacle to continuing education, (i.e., training) and participation in community events. A common theme shared by these police officers was a need for better coordination with social service departments, particularly mental health providers and a desire to receive more support from elected officials. Officers consistently stated that increased funding and staffing were pressing needs, and feel they are doing their job well and already do what is outlined in Executive Order 203. Several reinvention strategies were offered by the law enforcement focus groups such as improved coordination and accountability with social service departments, development of dispatch alternatives to allow other agencies to respond to 911 calls, and development of mechanisms for efficiencies that would free up staff such as streamlining processes and eliminating handwritten reports, etc.

These issues and others, raised in these community focus groups and interviews, both by Black and marginalized communities and by law enforcement officers, lay out the foundations that the public safety reimagining aims to address. Being treated fairly, with dignity and respect is a reasonable expectation for everyone. Keeping these issues and goals front and center these are our recommendations.

1 https://drive.google.com/drive/folders/1NTZ6j6WRze75m5fTuf-wC4BgC-1ddJnO
**Recommended Actions**

Over a period of several meetings, the Special Committee of Common Council developed a set of recommended actions for implementation by the City of Ithaca. These actions are in addition to ongoing police reform initiatives being implemented through the City-County collaborative Community Justice Center (CJC) and managed by CJC Director Monalita Smiley\(^2\).

1) Develop a crisis co-response team that will: co-respond with law enforcement as appropriate; connect individuals and families with appropriate services; and work with the City’s Law Enforcement Assisted Diversion (LEAD) team;
2) Establish Deputy City Manager position to create a holistic public safety response approach, oversee the City’s public safety divisions; create a pilot program with PBA to identify call types than can be safely transferred to non-law enforcement response; and implement strategies to build relationships between officers and community organizations;
3) Maintain and support progressive change in the Ithaca Police Department
4) Strengthen accountability systems within the organization by adopting and implementing whistleblower protections and resources and training for Community Police Board members;
5) Creation of review and reporting structures that enhance and re-affirm that people feel they are being treated with dignity, fairness, and respect.

**Action 1: Develop a Crisis co-Response Team**

A singular message received throughout the input process was the need for alternatives to a law enforcement-only response to behavioral health crises. Having evaluated existing models of alternative law enforcement response, and finding the Rochester PIC best-suited to address our needs, the Committee recommends creating a team of peer support specialists who can co-respond with law enforcement as appropriate to non-violent calls for assistance, but not be under the purview of law enforcement. This team would not only provide a trusted and stabilizing energy to the immediate situation, but also enable those in crisis to receive follow-up support to connect individuals and families with needed community services.

**Role of Crisis co-Response Team**

- Provide a team of peer support specialists to co-respond with law enforcement as appropriate, and serve as an alternative to a law enforcement-only response to address behavioral health and other related crisis;
- Conduct assessments of the needs of the affected individuals and their families;
- Manage and oversee immediate support plan for each affected individual and their family;
- Organize and coordinate all information on applicable and available services and partner agencies to respond to the needs for the affected individuals and their family;
- Connect affected individuals with appropriate services and follow through until a hand off to a fixed support system can be confirmed;
- Manage the information on responses, personal information of affected individuals and relevant data for reporting;
- Provide aid to reduce dependence on, and divert away from, law enforcement response systems;
- Work with the City’s Law Enforcement Assisted Diversion (LEAD) team

---

\(^2\) [https://us.qmarkets.cloud/live/tompkins/home_sub_sys_3326?qmzn=XpYRsn](https://us.qmarkets.cloud/live/tompkins/home_sub_sys_3326?qmzn=XpYRsn)
Action 2: Establish Deputy City Manager position

A. To develop and codify a holistic crisis response approach and oversee its implementation

With the authority designated to them by the City Manager, the Deputy City Manager would be charged in overseeing the implementation of a holistic crisis response approach. Recognizing the over-policing of vulnerable communities and communities of color that resulted from historic reliance on law enforcement being the catch-all responder to the majority of emergency calls, the Deputy City Manager is charged with shifting the City’s response model to ensure that the City provides appropriate and equitable supports and services to those in crisis.

B. To oversee IPD, Crisis co-Response Team, LEAD, RPS-coordination

Create a Deputy City Manager position to serve as designee on behalf of the City Manager to oversee the IPD and be directly responsible for administering the new Crisis co-Response Team as well as the LEAD program. The Deputy City Manager also oversee the day-to-day functioning of the Crisis co-Response Team initially, since their number will be very small at first. This would allow for more "boots on the ground" responder positions from a budgetary perspective.

The Deputy City Manager must be committed to implementing the City-only changes put forward by Common Council and work with the CJC and other non-City organizations to see through reimagining public safety process. They must have the requisite labor, management, and coordination skills and expertise to move these changes forward. They will need to be an excellent communicator and liaison with the public, especially the Black, Brown, and LGBT+ communities. The new Deputy City Manager...
must be able to collaborate well with the Community Justice Center, the Ithaca Police Department and with community organizations such as GIAC and Southside. The Deputy City Manager must be an excellent recruiter of new police officers and community responders, attracting people who are willing to embrace the reimagining ideals. They will also develop telephonic, dispatch, and co-dispatch procedures with related public safety agencies in the City including, but not limited to, the Ithaca Fire Department and the Ithaca Police Department.

C. To initiate a pilot program with IPD

The Deputy City Manager will work in collaboration with the Ithaca Police Department to develop and initiate a pilot program utilizing unarmed respondents to respond to non-violent calls for service. Performance of the pilot program will be reviewed and evaluated to minimize the risk to civilian first responders and police officers, while also protecting the rights and interests of victims and considered for permanent implementation, as appropriate.

D. To implement strategies to build relationships between officers and community organizations

The Deputy City Manager will develop strategies to build relationships between IPD officers and community members – increasing officer participation at community organizations such as GIAC, South Side Community Center, Loaves and Fishes, REACH, No Mas Lagrimas, St. John’s Community Center, etc.

Action 3: Maintain and support progressive change in the Ithaca Police Department

The Ithaca Police Department (IPD) will continue to be named the Ithaca Police Department and will continue to be a City department led by a Chief of Police with full authority over the department. Ithaca Police Officers will continue to be called police officers and will not lose their jobs or their rank.

A team of trained Crisis co-Responders will be established. This team will be distinct from the Police Department but will work closely with IPD. Initially this unit will employ 3-5 persons, preferably people with roots in Ithaca, connections with local marginalized communities and with training and "lived experience". The Crisis co-Responders will co-respond with IPD officers to non-violent calls for services. They may remain on-site at the call location if it is determined that police involvement is no longer necessary. Additionally, the Crisis co-Responders will conduct follow-ups to assist crime and domestic crisis victims to connect them with appropriate social services and other assistance.

We acknowledge that IPD currently is exemplary in the amount of extensive, wide-ranging trainings it requires of its officers. We also acknowledge that the current low staffing levels at IPD make additions to training time extremely difficult. That said, we believe emphasizing training in de-escalation, implicit bias, cross-cultural communication, and community policing would be extremely helpful in improving relationships with local marginalized communities. The history of policing, particularly related to black and brown communities, is essential training. Trauma-informed policing skills and respectful communication skills should be ongoing training topics. While anti bias and anti-racism training, as well as de-escalation tactics, mental health and detox trainings are already important components of IPD officer training, these trainings could be strengthened if they also are conducted in reality-based training, in addition to on-line training sessions. These types of training should be ongoing.

We also strongly recommend that IPD engage with the Advocacy Center of Tompkins County to take advantage of their extensive trainings that address domestic violence, sexual assault, and related crimes and harmful domestic situations.
• Full participation in CJC training programs addressing generational trauma, de-escalation, anti-racism, anti-bias and others is required on an on-going, and not one-time basis.
• Regular participation in Advocacy Center-led training programs should be implemented for all officers.
• Reality-based training should be implemented as much as possible.

Action 4: Strengthen accountability systems

A. Adopt and implement whistleblower protections

Law enforcement officers are our City’s first line of defense in identifying if and when an officer is suspected of violating an individual’s civil rights. Our City’s obligation to our community is to enforce and uphold state and federal laws to protect public health and safety and to do so in a fair, equitable and unbiased manner.

IPD currently has a Duty to Report policy, but to be effective we must also institute Whistleblower Protections so that officers are able to report suspected activities without fear that doing so would endanger their jobs, working relationships and career. In order for both to be effective the City should expand our internal compliance mechanisms to:

a) protect employees from retaliation, and
b) ensure investigation of the complaint is made and corrective action is taken, if needed, and
c) notify employees of their rights so that they will feel empowered and safe in filing a complaint.

Internal reporting processes should be adjusted to provide better protection and assurance that the complaint will be 1) allowed to be given to someone other than their supervisor, and 2) recorded and documented to show that the complaint was made, investigated and corrective action taken, and is able to be retrieved at a future date.

In October 28, 2021, New York Governor Kathy Hochul signed into law a bill dramatically expanding New York’s whistleblower statute, New York Labor Law § 740, which is scheduled to take effect on January 26, 2022 (S4394A/A.5144A) and these processes dovetail with state-wide regulations.

In 2012, The Ithaca Urban Renewal Agency adopted a Whistleblower Policy with the following statement of purpose: “It is the policy of the Ithaca Urban Renewal Agency (IURA) to afford certain protections to individuals who in good faith report violations of the IURA’s Code of Ethics or other instances of potential wrongdoing within the IURA. The Whistleblower Policy set forth below are intended to encourage and enable employees and IURA officials to raise concerns in good faith within the IURA and without fear of retaliation or adverse personnel action.” Laying the groundwork for a similar policy to be implemented City-wide.³

B. Expand resources and training for Community Police Board members

On March 31, 2021, Common Council endorsed granting the Community Police Board more oversight authority as an element of the City-County Reimagining Public Safety Plan.

³ Microsoft Word - Whistleblower policy - adopted 1-26-12.doc (cityofithaca.org)
This action is essential in enhancing public trust in law enforcement as police oversight boards are made up of civilians tasked in reviewing and helping to improve police officer conduct. They may include people with law enforcement experience, but it is not necessary. They should be investigation-focused, strive to be fair and free of bias in working on community-generated complaints. They should conduct investigations separate from the police department and involve IPD participation.

The Community Police Board is described as follows in Section C-16 of the City Charter:

B. The Community Police Board may recommend rules, bylaws and regulations for the government of the Police Department of the City, not inconsistent with the laws of this state, which may be promulgated through the Chief of Police to the whole force. The Chief of Police shall have the immediate direction and control of the police in the administration of the rules, bylaws and regulations of the Department.

C. The Community Police Board shall act as community liaison to the Police Department, actively fostering positive communication between police and all segments of the community. It shall make provisions for resolving complaints by the citizenry related to the delivery of police services. Using established procedures, the Board may recommend action against any member of the Police Department. It shall recommend, on its own initiative or at the request of the Mayor, the Common Council or the Police Chief, on any matter affecting the policy or performance of the Police Department, including finances and budget. It shall perform such other related duties as requested by the Mayor or Common Council.

Specific Actions to support community oversight:

1. Provide annual funding for members of the CPB to receive law enforcement oversight training by the National Association for Civilian Oversight of Law Enforcement, an organization recognized by both police reform advocates as well as law enforcement professionals to promote trust, transparency, and accountability in police review.

2. Update City policies and labor contracts as needed to require IPD Chief and officer participation in CPB investigations and review.

3. Provide and utilize funding for 3rd party review of:
   - IPD internal investigations, so that IPD staff are not tasked with investigating their colleagues, and
   - CPB investigations of complex or high-interest community-generated complaints, as requested by the CPB

   By making funding available for 3rd party investigations into police conduct, the IPD and CPB can provide assurances to the public that the review is fair, and free of bias.

4. Grant CPB concurrent jurisdiction to investigate all community-generated complaints.

Action 5: Create continuous review of reporting structures

Continued community engagement is one of the most important elements of ensuring that public safety reform is successful. To that end, the Committee recommends that the Mayor or Council establish a permanent Standing Committee on Public Safety to continue conversation, listening, and policy
deliberation on an ongoing basis. The Committee also recommends that the Public Safety and Information Commission be reconstituted and assigned as the cognizant advisory commission for proactive community discussion and feedback on public safety reform.

Existing Police Reform Initiatives Implemented Through the Community Justice Center and Ithaca Police Department

The recommendations included in this report are intended to provide additional guidance or support for existing Police Reform Initiatives that are being conducted by the City of Ithaca independently or in conjunction with Tompkins County. On June 2, 2021, the City of Ithaca Common Council approved the creation of the Community Justice Center as a collaborative department between the City of Ithaca and Tompkins County to coordinate the implementations of the recommendations adopted on March 31, 2021.4 Updates on these initiatives are attached as an appendix to this document.

County-City joint initiatives include:

• Collect and evaluate the results of officer-initiated traffic stop enforcement.
• Identify new curriculum, redesign, and implement a culturally responsive training program that incorporates de-escalation and mental health components into a comprehensive response for law enforcement.
• Develop a comprehensive community healing plan to address trauma in the relationship between residents and law enforcement.
• Standardize data entry and review existing data sets for more actionable insights and allocation of public safety resources.
• Develop a real-time public safety community dashboard.
• Develop a comprehensive, inclusive, and innovative recruitment and retention strategy for law enforcement and corrections officers.
• Develop a County-wide program to promote and support holistic officer Wellness.
• Seek ongoing and responsive collaboration from New York State Troopers operating in Tompkins County.
• Revise the Civil Service exam process to diversify law enforcement Personnel.
• Advocate for New York State to grant local civil service authorities the authority to enact “continuous recruitment” of eligible candidates for law enforcement personnel.
• Urge Governor Cuomo and/or the New York State Legislature to reform disciplinary procedures for law enforcement personnel under Civil Service Law Section 75.

---

4 http://www.cityofithaca.org/AgendaCenter/ViewFile/Agenda/05112022-2492
Conclusions

All Ithacans must be treated fairly, with respect and dignity by members of the Ithaca Police Department. This is especially true for our Black community members, and communities of color. This is true for our LGBT+ community. This is true for unhoused people living in the Jungle, and those "surfing" from couch to couch. This is true for persons returning to Ithaca from jail and from prison. This is true for our young people, including college students.

To be treated fairly, with dignity and respect by local law enforcement - to be treated as human beings -- is a reasonable expectation for everyone. This is our primary goal in reimagining public safety in the City of Ithaca.

At the same time, Ithaca's police officers should also be treated with dignity, respect, and fairness - to also be treated as human beings. Fostering a climate that recognizes how difficult their job is and that appreciates their work is an integral part of reimagining public safety.

It has been said that IPD officers need to "get out of their cars". We agree. It has been said that law enforcement needs to be more involved with Ithaca’s diverse neighborhoods and citizens, particularly people of color and those who face economic hardships. We agree.

IPD needs a diverse staff of officers, with strong ties to the community. On the encouraging side of things, IPD has a number of forward-thinking officers moving into supervisory positions. Our goal is to reinforce our police department with talented, diverse, empathetic, and committed new officers.

We are optimistic that hiring a community crisis co-response team will improve this situation significantly. The City of Rochester has seen good success in their crisis response configuration, which is designed to be separate from the police department, while working closely with their officers. The idea is to avoid unnecessary high stress interactions with police, and to provide needed follow-up for victims. That is what we want to do here in Ithaca.

It must be acknowledged that reimagining public safety in the City of Ithaca cannot succeed without an adequately staffed police department.

NEXT STEPS

State Reform and Traffic Safety

The Committee acknowledges that several opportunities for reform require support from the New York State Legislature and Governor. Council should take a strong position in advocating for the State to enact “continuous recruitment” for eligible candidates, as well as reforming disciplinary procedures under Civil Service Law Section 75. Additionally, as an effort to reduce the need for traffic stops, the Committee recommends requesting authorizing legislation from Albany to permit red-light and speed cameras in the city to improve public safety outcomes while also reducing the need for a traditional law enforcement response to minor traffic incidents. We have included draft resolutions in support of these items for public comment in the appendix.