## CITY ADMINISTRATION COMMITTEE AGENDA

**Date:** Wednesday, May 24, 2023  
**Time:** 6:00 P.M.  
**Location:** City Hall, 108 E. Green Street 3rd Floor, Council Chambers  
**Watch Online:** [https://www.youtube.com/@CityofIthacaPublicMeetings](https://www.youtube.com/@CityofIthacaPublicMeetings)

<table>
<thead>
<tr>
<th>ITEM?</th>
<th>Voting Item?</th>
<th>Presenter(s)</th>
<th>Time Alotted</th>
</tr>
</thead>
</table>
| 1. Call to Order  
1.1 Agenda Review  
1.2 Review and Approval of Minutes - April 26, 2023, minutes | No | Chair, Robert Cantelmo | 5 Min |
| 2. Petitions and Hearings of Persons Before Council  
2.1 Statements from the Public  
The public can provide short statements during this portion of the meeting. 3 minutes is the maximum time allotted, but the chair reserves the right to modify the amount of time per individual at the start of the meeting. Only the first hour of the meeting is set aside for Public Comment.  
*Written comments submitted will be compiled and entered into the record.*  
2.2 Committee Member Response | No | Sign up for public comment here: [https://bit.ly/3pDc1LD](https://bit.ly/3pDc1LD)  
*Submit written comments here: [https://j.mp/2XUYUdW](https://j.mp/2XUYUdW) | 30 Min |
| 3. Consent Agenda  
3.1 Amend 2023 Authorized Budget for Equipment GIAC  
3.2 DPW – Amend 2023 Authorized DPW Parking Budget for Insurance Recovery | Yes | | 5 Min |
| 4. Administration, Human Resources, & Policy  
No items submitted | | | |
| 5. Finance, Budget, & Appropriations  
5.1 BHU  
5.2 UPI Resolutions  
5.3 Approval of AOC Recommended Budget for 2023  
5.4 Water and Sewer - Request to Amend 2023 Budget  
5.5 Water and Sewer - Request to Amend 2023 Budget  
5.6 Bond authorization | Yes | S. Thayer, Controller  
Yes | S. Thayer, Controller  
Yes | J. DeFendini, Councilmember  
Yes | R. Johnston, Water Shed Co.  
Yes | R. Johnston, Water Shed Co  
Yes | S. Thayer, Controller | 10 Min  
10 Min  
10 Min  
5 Min  
5 Min  
5 Min |
| 6. City Manager Transition  
6.1 Overview of May 31 COW agenda | No | D. Mohlenhoff, Chief of Staff | 5 Min |
| 7. Other Business  
7.1 Firearms Safety | No | R. Cantelmo, Chair | 20 Min |
| 8. Meeting Wrap-Up  
8.1 Announcements  
8.2 Next Meeting Date: May 24  
8.3 Review Agenda Items for Next Meeting  
8.4 Adjourn | No  
No  
No  
Yes | | 5 Min |

**Meeting Length Estimate:** 115 Min
3. CONSENT AGENDA

3.1 GIAC – Amend 2023 Authorized Budget for Equipment

WHEREAS, GIAC has received a grant from the IURA to purchase 10 computers and monitors for GIAC programming, and

WHEREAS, the cost for said computer equipment for GIAC is $13,816, now, therefore be it

RESOLVED, That Common Council hereby amends the 2023 Authorized GIAC Budget in an amount not to exceed of $13,816 as follow:

Increase Appropriation Account A7311-5210-01100 Office Equipment   $13,816

Increase Revenue Account A7311-4989 Federal Aid   $13,816
3. CONSENT AGENDA

3.2 DPW – Amend 2023 Authorized DPW Parking Budget for Insurance Recovery

WHEREAS, on January 25, 2023, damage was done to one of the City’s Parking Pay Station at the Green Street parking Garage producing an insurance recovery of $22,310, and

WHEREAS, the city parking staff have decided that the city would be better served if the insurance recovery funds went toward the purpose of other parking related expenses including new and improved parking equipment in the parking garages instead of a replacement of the Parking Pay Station, now, therefore be it

RESOLVED, That Common Council hereby amends the 2023 Authorized DPW Parking Budget by an amount not to exceed $22,310 as follows:

Increase appropriation account A5651-5225 Other Equipment $22,310

Increase revenue account A5651-2680 Insurance Recovery $22,310
4. ADMINISTRATION, HUMAN RESOURCES, & POLICY

No items at this time

5. FINANCE, BUDGET, & APPROPRIATIONS

5.1 BHU Resolution

WHEREAS, Common Council as part of the 2023 Authorized Budget placed $50,000 for Black Hands Universal, Inc. into the Restricted Contingency Account, and

WHEREAS, we have now received sufficient information to release the funds for 2023 programming, now therefore be it

RESOLVED, That Common Council hereby releases an amount not to exceed $50,000 in funding from the 2023 Restricted Contingency Account A1990 and transfers those funds to account A1012-5435 Community Service Contracts for the purposes of funding 2023 Black Hands Universal programming, and be it further

RESOLVED, Common Council hereby authorizes the Mayor, on advice of the City Attorney, to execute the contract for Black Hands Universal.
CONTRACT FOR SERVICES

Made this ______ day of _________ between: The CITY OF ITHACA, a municipal corporation with offices at 108 East Green Street, Ithaca, New York, hereinafter called the “City”, and Black Hands Universal Inc., 706 W. Green St., Ithaca, NY 14850, hereinafter called the “Contractor”

WITNESSETH:

WHEREAS, the City requires certain services to be performed more particularly set forth in Schedule A attached hereto and made a part thereof; and

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

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

1. The term of the agreement shall be from January 1, 2023 through December 31, 2023.

2. The Contractor agrees to perform the services set forth in Schedule A attached hereto and made a part hereof in a manner and at such time or times as is satisfactory to the City.

3. The Contractor shall be paid the sum of $50,000 in quarterly payments of $12,500 for providing such services as specified in Schedule A. The Contractor specifically agrees that the Contract shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the City beyond monies available for this purpose.

4. The relationship of the Contractor to the City is that of an independent contractor. As such, the Contractor shall receive no fringe benefits from the City including but not limited to medical insurance, retirement benefits, workers’ compensation, disability, unemployment insurance or any other benefits or remuneration other than that set forth in paragraph 2 hereinafore.

5. The City may terminate this contract at any time without cause, in which case the Contractor shall be paid pro rata for the satisfactory work performed to date of termination.

6. The Contractor shall defend, indemnify, and hold the City harmless (including but not limited to reasonable attorney’s fees and costs) from any claims against the City arising from the negligence or willful misconduct of the Contractor.

7. 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; immigration or citizenship status; marital status; military status; national origin; predisposing genetic characteristics; race; religion; sex; sexual orientation; socioeconomic status; or weight.

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

9. In accordance with the provisions of Section 109 of the New York General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement to any person or corporation without the prior written consent of the City.

10. This Contract shall be governed under the Charter and Municipal Code of the City of Ithaca and the laws of the State of New York without regard to, or the application of New York State's choice of law provisions. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Tompkins shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto, and the parties consent to the jurisdiction of such court.

11. This contract contains the final and entire agreement and understanding between the parties and is the complete and exclusive statement of its terms. This contract supersedes all prior agreement and understandings, whether oral or written, in connection therewith. This Contract for Services and Schedule A included therein are to be read as a whole, but nothing contained in Schedule A or other documents shall override or modify the terms of this Contract for Services.

12. This Contract 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 Contract for Services.

CONTRACTOR:  
BY:  
DATE:  

CITY OF ITHACA:  
BY:  
Mayor  
DATE:  

BY:  
Department Head  
DATE:  

APPROVAL AS TO FORM:  

City Attorney  
DATE:  

CITY CONTROLLER:  

City Controller  
DATE:  

CITY ADMINISTRATION COMMITTEE  

Chairperson  
DATE:  

<table>
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<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>NUMBER OF Partic.</th>
<th>HOURLY RATE</th>
<th>WEEKLY EST. HRS</th>
<th>BRANCH</th>
<th>EST WEEKS</th>
<th>TOTAL EXP. COST</th>
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<tr>
<td>Serenity Fleming</td>
<td>Director/Supervisor</td>
<td>SSCC/COMMONS</td>
<td>3 Participants</td>
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<td>19hrs</td>
<td>BIPOC Youth Entrepreneurs</td>
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<td>Laticia Perkins</td>
<td>Director/Supervisor</td>
<td>W.VILLE/CHESTNUT/Down/SCC</td>
<td>6 Participants</td>
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<td>19hrs</td>
<td>Landscapers/Gardeners</td>
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<td>Andrea Owens</td>
<td>Supervisor</td>
<td>W.Village Center</td>
<td>2 Participants</td>
<td>17.50$</td>
<td>40hrs</td>
<td>Gardens</td>
<td>10</td>
<td>7,000$</td>
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<tr>
<td>Shlann Kelly</td>
<td>Director/Supervisor</td>
<td>W.Village Center</td>
<td>2 Participants</td>
<td>20.00$</td>
<td>40hrs</td>
<td>Programs/Cleaning tech</td>
<td>24</td>
<td>19,200$</td>
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<tr>
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<td>Director/Supervisor</td>
<td>Multiple projects</td>
<td>5 Participants</td>
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<td>20hrs</td>
<td>Construction/Bloc Power</td>
<td>24</td>
<td>8,400$</td>
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<tr>
<td></td>
<td>Assistant Supervisor</td>
<td></td>
<td>(2-3 Cohorts)</td>
<td></td>
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<td></td>
<td>TOTAL RATE</td>
<td>100.00$</td>
<td></td>
<td>TOTAL HOURS</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>25-30 Participants</td>
<td></td>
<td></td>
<td>180 hrs weekly</td>
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<tr>
<td></td>
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<td>TOTAL WEEKS</td>
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<td></td>
<td>TOTAL COST</td>
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<td></td>
<td>Estimated request</td>
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</table>
Black Hands 2023-2024 Summary

BHU will be running multiple job, career, and trade training and work facilitation. We will have a mixed age range from teens to adults. Our higher range of demographic consists of low income and BIPOC participants. A list of our programs and their estimated length of time are listed below.

Landscaping: A landscaper is a professional needed to maintain the beauty of gardens, parks and other outdoor spaces. Duties can include making sure plants grow well in their assigned area as well as cleaning up debris around yards and other areas.
   (Spring2023-Summer2023)

Entrepreneur: the process of developing, organizing, and running a new business to generate profit while taking on financial risk. In a broader sense, entrepreneurship is the process of transforming the status quo by solving the most pressing problems and pain points in our society, often by introducing an innovative product or service or creating new markets.
   (Summer2023-Fall2023)

Cleaning Tech: A cleaning technician is in charge of the cleaning and maintenance of a building, company, or property. Though similar to that of maids and janitors, the job consists mainly of deep cleaning tasks.
   (Spring2023-Winter2023)

Construction: A construction worker is a manual labor professional responsible for preparing equipment, operating machinery and taking apart and building
   (Spring2023-Spring2024)
5. FINANCE, BUDGET, & APPROPRIATIONS

5.2 UPI Resolution

WHEREAS, Common Council as part of the 2023 Authorized Budget placed $50,000 for the Unbroken Promise Initiative into the Restricted Contingency Account, and
WHEREAS, we have now received sufficient information to release the funds for 2023 programming, now therefore be it
RESOLVED, That Common Council hereby releases an amount not to exceed $50,000 in funding from the 2023 Restricted Contingency Account A1990 and transfers those funds to account A1012-5435 Community Service Contracts for the purposes of funding 2023 Unbroken Promise Initiative programming, and be it further
RESOLVED, Common Council hereby authorizes the Mayor, on advice of the City Attorney, to execute the contract for the Unbroken Promise Initiative.
CONTRACT FOR SERVICES

Made this ______ day of ____________ between: The CITY OF ITHACA, a municipal corporation with offices at 108 East Green Street, Ithaca, New York, hereinafter called the “City”, and Unbroken Promise Initiative, Inc., 317 Taughannock Blvd., Ithaca, NY 14850, hereinafter called the “Contractor”

WITNESSETH:

WHEREAS, the City requires certain services to be performed more particularly set forth in Schedule A attached hereto and made a part thereof, and

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

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

1. The term of the agreement shall be from January 1, 2023 through December 31, 2023.

2. The Contractor agrees to perform the services set forth in Schedule A attached hereto and made a part hereof in a manner and at such time or times as is satisfactory to the City.

3. The Contractor shall be paid the sum of $50,000 in quarterly payments of $12,500 for providing such services as specified in Schedule A. The Contractor specifically agrees that the Contract shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the City beyond monies available for this purpose.

4. The relationship of the Contractor to the City is that of an independent contractor. As such, the Contractor shall receive no fringe benefits from the City including but not limited to medical insurance, retirement benefits, workers’ compensation, disability, unemployment insurance or any other benefits or remuneration other than that set forth in paragraph 2 hereinafore.

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6. The Contractor shall defend, indemnify, and hold the City harmless (including but not limited to reasonable attorney’s fees and costs) from any claims against the City arising from the negligence or willful misconduct of the Contractor.

7. 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; immigration or citizenship status; marital status; military status; national origin; predisposing genetic characteristics; race; religion; sex; sexual orientation; socioeconomic status; or weight.

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CONTRACTOR:  

BY: __________________________
DATE: _________________________

CITY OF ITHACA:  

BY: __________________________
Mayor
DATE: _________________________

BY: __________________________
Department Head
DATE: _________________________

APPROVAL AS TO FORM:

____________________________
City Attorney
DATE: _________________________

CITY CONTROLLER:

____________________________
City Controller
DATE: _________________________

CITY ADMINISTRATION COMMITTEE

____________________________
Chairperson
DATE: _________________________
ORGANIZATION FUNDING QUESTIONS

- What is your Organization’s Mission Statement?

We are a grassroots neighborhood revitalization nonprofit addressing barriers to access, education, and equity in our West End community of Ithaca, N.Y.

- How many people are served by your organization in the City of Ithaca?

UPI currently serves over about 320 low to moderate income residents on the West End.

- Please specify the estimated budget allocation from City of Ithaca funds for each of the following categories:
  - Salary & Wages - $25,000
  - Equipment - $10,000
  - Travel - $6,000
  - Supplies - $2,000
  - Other Direct Costs - $7,000

- Please detail how you plan to report on project activities and success to the City of Ithaca.

UPI will analyze processes by collecting relevant data on performance and how resources are presently directed towards these processes. This will involve looking through documentation, analyzing key performance indicators or other success metrics, conducting stakeholder interviews, brainstorming and observing project activities. After comparing target goals with the current state, we will begin to draw up a comprehensive plan.

- Do you work collaboratively with any other agencies (please list)? Do you anticipate any duplication of services within the community?

UPI is currently collaborating with Coltivare - TC3 Culinary Center, providing culinary class once a week to Youth Enrichment Program participants.
• Have you received or asked for funding from any other local, state, or federal government entity?

No, UPI has not yet received or asked for funding from other local, state, or federal government entity.

• Please provide a current list of Staff and Board of Directors.

**Staff:** Jordan Clemons - Director, Yasmin Rashid - Assistant Director, Sullymar Pena - Finance Manager, Kady Balich - Executive Assistant

**Board of Director:** Jordan Clemons, Yasmin Rashid, Sullymar Pena, Ellen Baer, Dave Shapiro, Tyrone Lee

• What are your biggest challenges going forward and how can the city assist with your success?

The biggest challenge going forward is the huge undertaking of the Unbroken Promise Initiative. With such a broad scope, to address the needs for children and families on the West End, it’s going to take a massive community building effort, community engagement, and resources.

The City of Ithaca can assist the organization by providing advocate resources and funding it needs to be successful.

• Please attach latest financial report.
• Unbroken Promise Initiative, Inc.
• 317 Taughannock Blvd, Ithaca, New York 14850
• UPI Youth Enrichment Program

1) **Organization Mission:** Unbroken Promise Initiative is a grassroots neighborhood revitalization nonprofit addressing barriers to access, education, and equity in disenfranchised and marginalized communities. Our focus is on the West End of Ithaca, NY, but incorporates youth from all over the City of Ithaca.

UPI believes every human being is looking for intrinsic worth. This is the guiding principle at the core of YEP education and programming. Our focus is on the common interests, strengths, and aspirations of all youth. YEP teaches that with our human differences come many more commonalities that can be used to bridge understanding and increase innovation. Youth experience the benefit of building on the commonalities they all share, rather than treating a youth who may be underserved, or BIPOC, as if they have different aspirations and strengths from them.

2) **Target Population:** In 2020, we presented the findings from the collaboration project between Unbroken Promise Initiative (UPI) and the Cornell Information Science Master of Professional Studies (MPS). At a high level, the purpose of the collaboration was to better understand the context, needs, and challenges of Ithaca’s West End community through qualitative research methods.

Interviews and thematic analysis revealed that there are many caregivers, especially mothers, with more than one child living on the West End. Many of them expressed concerns about the fact that there is a lack of after school activities that their children can participate in, which makes it even more difficult for caregivers to balance work and taking care of their family.

Additionally, we found that youth development was tough for disadvantaged communities on the West End. The typical youth feels like there aren’t enough recreational spaces or opportunities to explore and engage in fun, healthy activities. They also struggle to prepare for their future, and they want mentor figures to help guide them in that process.

UPI’s Youth Enrichment Program will provide 15 youth participants access to high quality youth development opportunities to rising high school students and young adults ages 14-24. We estimate serving 10 youth of color residing in our most vulnerable communities. An electronic program database will be used to track attendance and store documentation on participants. Each will have a file made up including registration packet, medical release forms, evaluations, case notes, orientations, registered/completed training, assessments, nutrition chart, achievements, disciplinary infractions, and more. Youth who qualify as belonging to an ALICE household and
Services, Opportunities, and Supports: Safe Place Out of School Time Services

UPI Performance Measure:
- How Much: # of youth participating (unduplicated).
- How Well: % of youth attending the OST program at least 50% of scheduled days.
- Better Off: #/#% of youth with improved positive youth development outcomes (i.e., academic, health, social/emotional skills, and/or community engagement.

Needs Assessment Data:
In collaboration with the Computing and Information Science department at Cornell, we conducted a needs assessment in Fall of 2020 focused on the West Village community. Twenty-five door-to-door interviews and subsequent analysis revealed that community members consistently perceived a lack of youth development opportunities outside of school. Youth were looking for mentorship opportunities to help them prepare for the future, and wanted recreational spaces to engage in safe and healthy behaviors, but such opportunities were lacking in the community. Our Youth Enrichment Program was specifically designed to address these needs by giving youth different ways of engaging with their community/neighborhood and to promote youth development in general.

4) Program Description & Details:

As in many places throughout America over the past two years, the Ithaca/Tompkins County region has been showing signs of stress within its community. In 2020, civil marches and protests in Downtown Ithaca called out to the need for justice and resources for underserved neighborhoods. The coronavirus pandemic shuttered schools, sports programs, and community gathering places, leaving youth throughout the City of Ithaca isolated and cut-off from their greater community. A spate of gun violence within the West End of Ithaca and surrounding areas further rattled community residents, including children and teenagers.

Unbroken Promise Initiative (UPI) is what Ithaca community members have been seeking for decades - a community-based organization that provides youth, specifically disadvantaged youth, an opportunity to find belonging in safe spaces and connection with adult mentors who can truly empathize with and uplift them.

The purpose of UPI’s Youth Enrichment Program (YEP) is to provide youth with opportunities to cultivate a growth mindset and gain vital tools to overcome transgenerational trauma to enhance the quality of life in their communities and throughout the City of Ithaca. The overarching goal is to engage and empower youth in making healthy choices, build resilience, overcome community challenges, educational barriers, and build intergenerational mobility. YEP prioritizes five strategies in programming: Mentoring, Social Emotional Learning, Community Engagement, Early Warning Systems, and College Readiness. In assessing our pilot program
Lehman Alternative Community School, 111 Chestnut St, Ithaca, NY
Privately Owned Gymnasium, 55 Hall Woods Rd, Ithaca, NY
Community School of Music and Arts, 330 E. State St, Ithaca, NY (TBD)

Program Operations
Monday 3:30pm - 9:00pm, Tuesday 3:30pm - 9:00pm, Wednesday 3:30pm - 9:00pm, Thursday 3:30pm - 9:00pm, Friday 3:30pm - 9:00pm, Saturday & Sunday (varies)
The uptick of gun violence within the West End neighborhoods rattled community residents, including children and teenagers. Programs for our most vulnerable youth were insufficient. Social and emotional learning (SEL) programming emerged as a huge need for youth and families throughout the county. Our pilot program, launched in 2020, intended to fill this gap in community programming for our most vulnerable communities, but our max capacity for this program, when unfunded, was 8 youth. With the overwhelming support of affluent families and the program's unwavering commitment to serve youth, we were able to expand our physical education cohort to allow a program cap of 30 youth, which was still insufficient to meet the total demand for the program. With increased capacity, we know that we can serve more youth and further the positive impact of our programming.

Centrally located on the West End, YEP provides equitable access to a safe place out of school and makes comprehensive and coordinated youth services widely available, for extended after-school and weekend hours. YEP will provide a 12-month program with a purpose of sustaining youth-adult partnerships, extending throughout the Summer months, to encourage youth to make the most of their time. As a result, youth will get support in capturing the benefits that can come from positive summer activities such as opportunities to explore new interests, gain new skills, and practice self-independence and self-discipline. The program will operate as a traditional program, YEP will have a staff ratio of 1:10.

Since 2020, UPI has developed many relationships throughout the community. We have solidified many partnerships for 2023 and YEP anticipates continuing working with partners to strengthen the program and serve youth and families. In addition to funding, many of our supporters are real estate owners and provide stability for programming, provide culinary classes, supply hot meals weekly, provide transportation to disadvantaged families, maintain engagement and more. For YEP, this support is encouraging and demonstrates its need.

Transportation is a huge barrier for the West End community. YEP will coordinate with Tompkins Consolidated Area Transit (TCAT) to participate in their youth “FrecRyde” program which allows youth under 17 years old to ride the bus for free. Additionally, UPI and TCAT are collaborating on a project to meet the needs of transportation-disadvantaged residents on the West End. UPI's role is to advise TCAT on the gaps in the West End communities, and TCAT is the administrator and service provider. (See document attached)
Last year, we ran a pilot of the program and used three different sources of data to evaluate program performance: 1) Participation data (process-focused), 2) Informal youth feedback (process-focused), and 3) Qualitative and quantitative data from youth and caregivers (outcome-focused). These same data sources will continue to be collected and are described below.

(1) Youth participation rates provide a simple and important measure of program performance: if participation is low then the program can’t yield the desired results. We will continue to track performance as a key process-focused measure of the program. Drops in participation, for example, would provide timely feedback that some sort of action is needed to re-engage youth participants.

(2) Informal youth feedback was collected through conversations with small groups of youth participants; staff would prompt these conversations by asking how things are going and asking about particular program activities. This process-focused feedback was very helpful in understanding changes in participation rates and youth engagement with the program in general. The informality of the interactions was important for getting honest feedback from youth. We will continue to solicit feedback from youth throughout the year in this manner, multiple times throughout the year, at least once a month.

(3) After the program had been running for 12 months, qualitative, open-ended written feedback was collected from youth and caregivers regarding their perceptions of the program’s impact so far. This feedback provided valuable outcome-focused feedback that highlighted the many positive effects that youth and caregivers were observing from the program (e.g., sense of community, motivation, self-confidence). As the school-year now comes to a close, caregivers and youth will again be asked for feedback, this time using a quantitative and qualitative survey. The qualitative responses will provide rich feedback and may yield new insights into the program’s outcomes or implementation that we didn’t know to ask about; quantitative data through likert-scale questions (e.g., using a 5-point scale to indicate degree of satisfaction with the program) will provide quantitative data with which we can track program outcomes over time both throughout the year and across years over time.

This year, the mixed-method qualitative and quantitative survey will be disseminated twice throughout the year – once in the winter and once in the spring. The survey as a whole will focus on core program outcomes including constructive use of leisure time, program satisfaction, psychological and emotional outcomes (e.g., psychological well-being, self-confidence), and academic outcomes (e.g., motivation, perceived performance changes). The data from these surveys are particularly valuable given that they come from both the youth themselves and their caregivers.
5. FINANCE, BUDGET, & APPROPRIATIONS

5.3 Approval of AOC Recommended Budget for 2023

WHEREAS, Section 15.12 of the Franchise Agreement of January 2003 between the City of Ithaca and the franchisee Time Warner Entertainment-Advance/Newhouse Partnership (TWC), subsequently assigned to Charter Communications, Inc. (d/b/a Spectrum Networks) after Charter's 2016 acquisition of TWC, requires the participating municipalities (City of Ithaca, Town of Ithaca, Village of Cayuga Heights) to provide the franchisee with an annual written budget for Public, Educational and Governmental access operations (PEG) by June 30 of each calendar year, and

WHEREAS, the Franchise Agreement authorizes Charter Communications to collect $0.15 per subscriber per month to be used for the purchase of equipment for the PEG Access Studio, and WHEREAS, the City of Ithaca's Ordinance #2003-17, Par 18-4-G, requires the Access Oversight Committee (AOC) to provide the Participating Municipalities with a recommended annual budget by May 31 of each calendar year, and

WHEREAS, the AOC has reviewed PEG’s current equipment and facilities and anticipates that new or replacement equipment and facilities will likely be needed, including certain playback equipment; and

WHEREAS, at their regular meeting on April 4, 2023, the AOC recommended a $29,000.00 contingency to purchase equipment as needed for the functioning of PEG operations, pending receipt and AOC approval of line-item estimates, therefore be it

RESOLVED, That the Common Council of the City of Ithaca accepts the AOC recommended budget for Spectrum Network’s 2021 annual budget for Public, Educational and Governmental access.
5. FINANCE, BUDGET, & APPROPRIATIONS

5.4 Water and Sewer - Request to Amend 2023 Budget

WHEREAS, the City of Ithaca adopted their Drinking Water Source Protection Plan for Six Mile Creek in November 2022. The Plan was developed by a broad base of stakeholders from the watershed and with the support of NYS DEC and NYS DOH. It is now a NYS recognized Clean Water Plan; and

WHEREAS, a Plan Management Team (PMT) was created and Ithaca's PMT is comprised of members from the City of Ithaca, Towns of Caroline, Danby, and Dryden, Tompkins County Planning and Health Departments, Tompkins County Soil & Water Conservation District, an Agricultural sector representative, and the Finger Lakes Land Trust; and

WHEREAS, the PMT submitted a grant application to Great Lakes Basin Small Grants Program to conduct a build-out analysis for the following areas as an implementation task of the City of Ithaca Drinking Water Source Protection Program (DWSP2) Plan (September 2022):

Route 79 corridor (Towns of Caroline, Dryden and Ithaca)
Coddington Road corridor (Towns of Danby and Ithaca)

and is supported by an agreement with Cornell University in partnership with New York Sea Grant under Prime Agreement CM04068 from the New York State Department of Environmental Conservation; and

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

RESOLVED, That Common Council hereby amends the 2023 Authorized Water Fund Budget to account for the said subaward as follows:

Increase Revenue Account:
F8330-3989 State Aid Home & Community $45,500.00

Increase Appropriations Account:
F8330-5435 Contracts
SUBAWARD
AGREEMENT NO. 91507-22544
between
CORNELL UNIVERSITY
and
CITY OF ITHACA
UEI: NAXZXMGW2XF6
under
PRIME AGREEMENT NO.: CM04068
Award Date: March 4, 2020
from
PRIME SPONSOR: NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Cornell University, (Cornell), enters into this cost-reimbursement research and development Subaward (Agreement) with CIT OF ITHACA (Subrecipient) for the conduct of certain Work, upon the following terms and conditions and Exhibits A, B, and C as required, attached, which are incorporated herein for all purposes.

1. Statement of Work. Subrecipient shall use all reasonable efforts to conduct the work indicated in Exhibit A (the Work).

2. Period of Performance. The period of performance extends from May 1, 2023 to June 30, 2024. Requests for an extension to the Period of Performance shall be made in writing to the Cornell Authorized Representative for Business Matters and will require modification to this Agreement in accordance with Section 24.

3. Key Personnel. Subrecipient's performance under this Agreement shall be under the direction of ROXANNA JOHNSTON, who is considered essential to the Work. Substitutions or substantial reduction in ROXANNA JOHNSTON's level of effort will be only for compelling reasons and with the prior written approval of Cornell.

4. Estimated Cost. The total amount presently available for payment and obligated to this Agreement is $45,500.00 for the period stated in Section 2. In no event shall Cornell be liable for reimbursement of any cost that would result in cumulative payment under this Agreement exceeding the total amount presently available for payment unless this Agreement is modified in writing in accordance with Section 24.

5. Allowable Costs. The allowability of costs under this Agreement shall be determined in accordance with a) the cost principles applicable to the Subrecipient, and b) the terms of this Agreement.

RESTRUCTION. NO WATER QUALITY MONITORING WORK MAY BE PERFORMED, OR WATER QUALITY MONITORING COSTS INCURRED IN THE PERFORMANCE OF THIS SUBAGREEMENT. THIS RESTRICTION SHALL BE REVISED ONCE THE SUBRECIPIENT PROVIDES CORNELL WITH THE APPROPRIATE WATER QUALITY – QUALITY ASSURANCE PROJECT PLAN (WQ-QAPP) FOR NYS DEC REVIEW AND THE SUBAGREEMENT IS AMENDED BY BILATERAL MODIFICATION TO REMOVE THIS
6. **Budget.** The Budget (Exhibit B) lists costs and categories of costs approved to fund the Subrecipient's performance of the Work. Subrecipient is permitted to rebudget in accordance with the terms in the Prime Agreement (Exhibit C) and Section 5 of this Agreement. Any prior approval requests related to the aforementioned must be submitted to, will be reviewed by and, if appropriate, approved by the Cornell Authorized Representative for Business Matters.

Indirect cost rate for this Agreement is **0%**.

7. **Invoicing.** The Subrecipient shall submit invoices to, and for approval by, the Cornell Authorized Representative for Invoicing Matters no more frequently than a monthly basis, but not less than quarterly. In order to be eligible for reimbursement, invoices shall adhere to the following:

   a) Invoice format should include the date of invoice, name and address of the Subrecipient, the Subaward Agreement number, and date range for expenses billed, **and shall include a copy of all expense receipts**. Invoice amounts shall be in U.S. dollars (USD).

   b) Be written in English for allowable, approved costs incurred in accordance with the terms of this Agreement.

   c) Shall display expenses for reimbursement, itemized by budget category, for current expenses and cumulative costs reflecting the life of the award unless otherwise indicated pursuant to Exhibit B.

   d) Cornell must be in receipt of all invoices under this Agreement, including the final invoice (marked "FINAL"), no later than **thirty (30) days** the termination of this Agreement, or the invoices may not be honored by Cornell.

   e) Include certification signed by an authorized representative of the Subrecipient on each invoice that the costs are the actual costs as recorded in Subrecipient's records and as expended for the Work actually performed in accordance with the terms of this Agreement.

8. **Payment.** Payment will be in English and U.S. dollars, for allowable, approved expenses made upon receipt of invoice. Payment shall be contingent upon the availability of funding from the Prime Sponsor under the Prime Agreement and upon Subrecipient's compliance with the terms and conditions, including the interim and final reporting requirements, of this Agreement. The final payment under this Agreement shall be made upon receipt by Cornell of all services, reports and/or supplies called for hereunder. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Subrecipient is solely responsible for reimbursing Cornell for amounts paid the Subrecipient but disallowed under the terms of this Agreement. Any non-compliance with the terms and conditions of this Agreement may result in the withholding of payment and/or immediate termination.

9. **Audit.**

   a) Cornell, the Prime Sponsor or their duly authorized representatives shall, until **six (6) years** after final payment under this Agreement, have access to any of the Subrecipient's records related to this Agreement for the purpose of making audits, examination excerpts and transcriptions. Upon reasonable notice Cornell or the Prime Sponsor shall have access to the Subrecipient's records during normal business hours. The period of access for records relating to appeals under a dispute, litigation or settlement of claims arising from the performance of this Agreement, or
costs and expenses of this Agreement to which exception has been taken, shall continue until such appeals, litigation, claims, or exceptions are disposed of.

b) **Audits of States, Local Governments, and Non-Profit Organizations.** By signing this Agreement, Subrecipient represents that it complies with the requirements of Uniform Guidance (2 CFR 200). Subrecipient must submit a letter of notification as required by Section 200.512(c), unless a reporting package as required by Section 200.512(c) is necessary because there were findings and questioned costs relating to Federal awards Cornell provided. The notification or the reporting package (if required) must be submitted within nine months after the end of the audit period. Subrecipient further agrees to permit access by duly authorized representatives of Cornell or the Prime Sponsor to Subrecipient's records and financial statements as necessary to ensure compliance pursuant to this clause.

10. **Reports.** Subrecipient shall furnish the following reports:

   a) **Final Technical Report:** Subrecipient shall furnish a final report of findings and progress made under this Agreement, delivered to the Cornell Authorized Representative for Technical Matters within **thirty (30) days** of termination of this Agreement.

   b) **Final Financial Report:** Subrecipient shall furnish a final financial report, delivered to the Cornell Authorized Representative for Invoicing Matters within **thirty (30) days** of termination of this Agreement.

   c) **Quarterly Technical Reports:** Subrecipient shall furnish a quarterly report of findings and progress made under this Agreement, delivered to the Cornell Authorized Representative for Technical Matters on **February 28th, May 31st, August 31st, and November 30th of each budget period.**

   d) **Quarterly Workforce Utilization Reports:** Subrecipient shall furnish quarterly Workforce Utilization Reports using Prime Sponsor specific forms delivered to the Cornell Authorized Representative for Technical Matters on **March 10th, June 10th, September 10th and December 10th of each budget period.**

11. **Authorized Representatives.**

   **Technical Matters.**

<table>
<thead>
<tr>
<th>For Subrecipient:</th>
<th>Roxanna Johnston</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City of Ithaca</td>
</tr>
<tr>
<td>108 E. Green Street</td>
<td>Ithaca, New York 14850-3208</td>
</tr>
<tr>
<td>Phone: 607-273-4680</td>
<td>Email: <a href="mailto:rjohnston@cityofithaca.org">rjohnston@cityofithaca.org</a></td>
</tr>
</tbody>
</table>

<p>| For Cornell       | Katherine E. Bunting-Howarth |</p>
<table>
<thead>
<tr>
<th>For Cornell:</th>
<th>Office of Sponsored Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cornell University</td>
<td></td>
</tr>
<tr>
<td>373 Pine Tree Road</td>
<td></td>
</tr>
<tr>
<td>Ithaca, New York 14850-2820</td>
<td></td>
</tr>
<tr>
<td>Phone: (607) 255-5014</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:cu_subawards@cornell.edu">cu_subawards@cornell.edu</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For Cornell:</th>
<th>Pat R. Hoyt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cornell University</td>
<td></td>
</tr>
<tr>
<td>112 Rice Hall, 340 Tower Rd</td>
<td></td>
</tr>
<tr>
<td>Ithaca, New York 14853-5601</td>
<td></td>
</tr>
<tr>
<td>Phone: 607-255-2832</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:prh22@cornell.edu">prh22@cornell.edu</a></td>
<td></td>
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</tbody>
</table>

### Business Matters.

<table>
<thead>
<tr>
<th>For Subrecipient:</th>
<th>Scott Andrew</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Ithaca Controllers Office</td>
<td></td>
</tr>
<tr>
<td>108 E. Green St.</td>
<td></td>
</tr>
<tr>
<td>Ithaca, NY 14850</td>
<td></td>
</tr>
<tr>
<td>Phone: (607) 274-6578</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:sandrew@cityofithaca.org">sandrew@cityofithaca.org</a></td>
<td></td>
</tr>
</tbody>
</table>
12. **General Conditions.** The Work is subject to the following:

a) Subrecipient shall comply with all federal/state/local/laws and regulations applicable to the Work being performed under this Agreement. Should Subrecipient fail to comply, Cornell in its sole discretion, may terminate the Agreement or withhold payment based upon the severity of the violation.

b) **Debarment and Suspension.** The Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any U.S. Federal department or agency.


d) **Sex Discrimination.** The Subrecipient shall comply with Section 901 of Title IX of the Education Amendments of 1972 as amended.

e) **Age Discrimination.** The Subrecipient shall comply with the Age Discrimination Act (42 USC 6101 et seq.) of 1975 as amended.

f) **Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.** The Subrecipient shall comply with Public Laws 92-540 and 93-508, Executive Order 11701, and the regulations of the Secretary of Labor (41 CFR part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

13. **Prime Agreement.** The Work is subject to the Prime Agreement terms and conditions as stated in **Exhibit C.**

14. **Reserved.**

15. **Precedence.** The order of precedence for interpretation shall be this Agreement, then the Prime Agreement (**Exhibit C**), then the Work (**Exhibit A**).

16. **Rights in Data and Materials.** The Subrecipient holds all rights, title and interest in the data and works it creates in the performance of this Agreement. Subrecipient hereby grants to Cornell an irrevocable, world-wide, royalty-free, non-commercial, non-exclusive license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all data collected. As used in this clause "data collected" means the original records of scientific and technical data collected during the performance of the work by the Key Personnel or other persons working on the project. Data collected includes, but is not limited to, notebooks, drawings, lists, specifications, and computations. Subject to the terms of the Prime Agreement, the Subrecipient grants to Prime Sponsor and New York State the rights as outlined in **Exhibit C, Master Agreement Article 6.**

17. **Patents and Copyrights.** The determination of the rights of ownership and disposition of inventions resulting from the performance of the Work under this Agreement shall be in accordance with U.S. Law and any implementing regulations issued by the Prime Sponsor. The Subrecipient hereby grants to Cornell a royalty-free, non-exclusive and irrevocable license to practice any know-how or
invention delivered or developed by Subrecipient under this Agreement and to use any copyrighted material (including computer programs), for the purpose of education and research and to the extent required to meet Cornell's obligation under the Prime Agreement. Subrecipient agrees to disclose within 60 days to Cornell’s Authorized Representative for Technical Matters any invention or copyrighted material created in the performance of this agreement. Subject to the terms of the Prime Agreement the Subrecipient grants to Prime Sponsor and New York State the rights as outlined in Exhibit C, Master Agreement Articles 6 and 8.

18. **Publications.** The Subrecipient shall be free to publish results of the Work subject to the requirements as set forth in Master Agreement Article 6 of the prime sponsor award attached as Exhibit C as modified by Amendment Number 1 dated June 21, 2022. Review copies of materials intended for publication must be submitted to the Authorized Representative for Technical Matters **sixty (60) days prior to publication.** Subrecipient agrees to include the following statement in any publication resulting from the Work: "This publication was supported by an agreement with Cornell University in partnership with New York Sea Grant under Prime Agreement CM04068 from the New York State Department of Environmental Conservation." All materials, except scholarly articles or papers published in peer-reviewed journals, must also contain the following: "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of Cornell University nor the opinions, interpretations or policy of NEW YORK STATE."

Publicity. The Subrecipient is subject to the requirements as set forth in the Master Agreement Article 7 of the prime sponsor award attached as Exhibit C. Subrecipient shall collaborate with Cornell to prepare any press release and to plan for any new conference concerning the work performed under this Agreement. The State shall have the first right and priority over Subrecipient, but not the obligation, to release publicity regarding the Work. Subrecipient agrees not to release any information regarding the work performed under this Agreement for media presentations, press conferences or other publicity releases without submitting such release the Cornell for review and New York State agency approval.

19. **Independent Contractor.** In the performance of the Work hereunder, Subrecipient shall be an independent contractor and not an employee of Cornell. Subrecipient is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of Cornell.

20. **Assignment.** The Subrecipient may not assign, transfer or subaward any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of Cornell.

21. **Termination.** This Agreement may be terminated by either the Subrecipient or Cornell upon **thirty (30) days written notice.** In the event of termination, the Subrecipient will be reimbursed for all allowable and approved costs incurred prior to notice of termination in accordance with the terms of this Agreement. Upon termination, the Subrecipient shall refund to Cornell any unexpended or unobligated balance of funds advanced.

22. **General Release.** Subrecipient's acceptance of payment of the final invoice under this Agreement shall release Cornell from all claims of the Subrecipient, and from all liability to the Subrecipient concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of Cornell.

23. **Use of Name.** Neither the Subrecipient nor Cornell shall make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity, advertising or other commercial purposes without prior written approval of the other party. This restriction shall not apply to publicly available documents that identify the existence of the agreement.
24. **Changes.** By mutual agreement, the Subrecipient and Cornell may make changes to the Work and to the terms of this Agreement. Any such changes shall be in the form of a written amendment signed by authorized contractual representatives of the Subrecipient and Cornell.

25. **Indemnification.** Subrecipient shall hold Cornell harmless from and shall indemnify Cornell for any and all claims, demands, and actions based upon or arising out of any activities, services performed, or work done by Subrecipient or its employees or agents under this Agreement, and shall defend any and all claims or demands. The Subrecipient shall indemnify, save and hold harmless Cornell and the State of New York and its representatives against any liability resulting from any willful or intentional violation by the Subrecipient arising out of any services performed under this Agreement.

26. **Insurance Requirements.**

By signing this Agreement, Subrecipient agrees to carry and maintain, at its sole cost and expense, for the duration of this Agreement the following insurance, as applicable:

a) Statutory Worker's Compensation Insurance meeting all federal and state laws that are applicable to the work being performed. Coverage "B" Employers Liability must have limits of at least $1,000,000 per accident for bodily injury and disease, on behalf of, or with regards to, all employees involved in Subrecipient's operations under the agreement.

b) Commercial General Liability Insurance subject to at least limits of $1,000,000 each occurrence and $2,000,000 aggregate. Coverage must be provided for Bodily Injury Liability, Broad Form Property Damage Liability, Contractual Liability and Products and Completed Operations coverage. Coverage shall contain no exclusions other than as required by law or as approved by Cornell. The policies shall be primary and non-contributory. Cornell shall be included as an additional insured in the policy utilizing additional insured endorsements CG 20 10 07 04 and CG 20 37 07 04 or their equivalents.

The University reserves the right to require additional coverage or to increase limits depending upon the scope of work. Such modifications to required coverage will be implemented via a modification to this Agreement signed by the authorized officials of each Party.

The above requirements shall apply equally to any lower-tier subrecipient engaged by the Subrecipient. Insurance coverage in the minimum amounts shall not relieve Subrecipient or any of its lower-tier subrecipient of any liability, nor shall it preclude Cornell from exercising any rights or taking such other actions as are available to it under the law.

All policies required to be maintained shall be issued by an insurance company licensed or authorized to do business in New York State with a rating of A- VII or better by A.M. Best. Cornell University is to be added to the liability policies by endorsement and evidence of such will be provided in the Certificate of Insurance.

If the Subrecipient elects to self-insure, it shall provide a statement of self-insurance to Cornell identifying the risks to be self-insured and the University’s qualification for self-insurance under any applicable law.

27. **Proof of Insurance.** Subrecipient agrees to provide Cornell, upon request, a certificate of insurance substantiating Subrecipient's compliance with the insurance requirements outlined in Section 26 of this Agreement. Such certificate of insurance shall provide at a minimum, a period of coverage equal to the project budget period awarded in this Agreement.
28. **Capital Equipment or Property.** Subject to the terms of the Prime Agreement as outlined in Exhibit C, Master Agreement Article 5, title to equipment resides with the Prime Sponsor. For purposes of this Agreement, equipment is defined as non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or $5,000.00. The Subrecipient agrees to maintain sufficient records for accountability.

29. **Freedom of Information Law (FOIL).** Subrecipient is subject to the Master Agreement Article 24 Compliance With FOIL of the prime sponsor award attached as Exhibit C. Where appropriate, the following modifications are made to the terms therein: Cornell shall mean Subrecipient.

30. **Export Control.** Subrecipient agrees to comply with all Export Control Laws and Regulations identified in the Arms Control Act, the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR) and to the exceptions thereunder, such as the "fundamental research" exception in Part 734 of Title 15 of the U.S. Code of Federal Regulations (Export Laws). By signing this Agreement, Subrecipient acknowledges and recognizes that research conducted by Subrecipient is conducted as fundamental research (basic and applied research ordinarily published and shared broadly within the scientific community). Further, Subrecipient agrees not to transmit Export Controlled information under this Agreement. Should this project develop beyond fundamental research Subrecipient agrees to immediately notify the Cornell Authorized Representative for Business Matters and Cornell hereby reserves the right to immediately terminate this Agreement for convenience.

31. **Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

32. **Force Majeure.** No Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, quarantines, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement. If the performance by either party of any of its obligations under this Agreement, including making a payment, shall be prevented by any such circumstances, then such party shall communicate the situation to the other as soon as possible, and the parties shall endeavor to limit the impact to the project. The parties agree to mitigate risks to the project and personnel, and to amend project period of performance and milestones if possible. Nothing herein shall limit the rights of either party to terminate this subaward as indicated in Section 21 this Agreement.

33. **Governing Law; Forum.** This Agreement shall be governed by and construed under the laws of the State of New York, which shall be the forum for any lawsuits arising from or incident to this Agreement.

34. **Non-Waiver.** The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

35. **Program Income.** The Subrecipient will inform Cornell of any program income generated under this Agreement and agrees to Sponsor's disposition instructions of such program income.

This Agreement is the complete agreement of the Subrecipient and Cornell and supersedes all prior understandings regarding the Work.

By signing below, Subrecipient acknowledges that it has read and understood this Agreement, that it
agrees to be bound by the terms and conditions of this Agreement and that the individual signing this Agreement is a duly authorized representative of Subrecipient with authority to execute agreements on behalf of Subrecipient.

IN WITNESS WHEREOF, the respective parties have executed this agreement on the dates indicated below.

CORNELL UNIVERSITY

_________________________________
Tammy Wildenstein
Subaward Officer

_________________________________
Date

CITY OF ITHACA

_________________________________
Date
5. FINANCE, BUDGET, & APPROPRIATIONS

5.5 Water and Sewer - Request to Amend 2023 Budget

WHEREAS, the City of Ithaca Water Treatment Plant has requested and been approved for funds from the Park Foundation to test a model developed by Professor Emeritus Dr. Bouldin. He has developed a model of inorganic solution chemistry for Cayuga Lake. It is hoped to advance the work further so that the model can be used to improve our understanding of Cayuga Lake, cyanobacterial blooms, and the impacts of climate change specifically on Cayuga Lake’s inorganic solution chemistry; and

WHEREAS, the goal of this project is to complete the testing of this model and to advance the work of Dr. Bouldin by completing the test of his model; and

WHEREAS, the Laboratory Director for the City of Ithaca’s Water Treatment Plant (CIWTP) wants to hire a master’s student intern with a good understanding of inorganic water chemistry to complete the testing of the model; now, therefore, be it

RESOLVED, That Common Council hereby amends the 2023 Water Fund budget as follows:

Increase Revenues:
F8330-2705 Gifts and Donations $2,200.00

Increase Expenses:
A8330-5120 Part time/Seasonal $1,995.00
A8330-9030 Social Security $155.00
A8330-9040 Workers’ Compensation $50.00
$2,200.00
May 5, 2023

Dear Mr. Goldsmith,

Please see below the budget for the project titled:

_A Calcium-Carbonate-Phosphorus Model for Cayuga Lake; Insights into Carbonate Control of Nutrient Availability_

---

**PROJECT BUDGET**

- **Staffing (114 hrs @ 17.50/hr) for model testing** $1995.00
- **Employer Share of FICA/Medicare** $150.00
- **Worker's compensation (estimated)** $55.00

**TOTAL PROJECT BUDGET** $2200.00

---

Roxanna Johnston  
Watershed Coordinator/Laboratory Director  
City of Ithaca

Scott Andrew  
Deputy Controller  
City of Ithaca
Bond Resolution Request, CA Meeting, May 24, 2023

The City normally borrows funds twice a year, generally in February and July.

This request is to approve the debt authorization of Capital Projects approved by the Common Council since our last authorization in January 2023. Additionally, the projects needed for authorization include projects approved by Common Council but have not yet been included in a bond resolution. All projects are issued on a cash flow need basis, meaning, the funds will be issued over the next six months as cash is needed for the projects. In addition, we have a restricted time frame to expend funds once we issue them.

We do not have any new debt authorizations this time around. We will issue additional debt. My concerns related to the City’s heavy debt load are ongoing. While we are not in the red flag danger area, we need to continue to find ways to reduce the high amount of debt we currently have. We are in the 70% of expended debt limit area. At 90% of debt limit exhausted, the red flags are raised. In 2022, we did see our bond rating reduced to Aa3 with one of the concerns being the high debt load the city maintains. Going forward, the high annual debt service costs will restrict the use of City funds in other areas. By law, we are required to pay our debt first. After a small reduction in our debt load last year, with the activity this year, we continue to slowly reduce our debt outstanding. Our current debt outstanding, including this issue, is $156,039,123. While $72,196,415 of our outstanding debt is related to water, sewer, wastewater and installment debt and is exempt from debt limit, we still have a significant amount of general outstanding debt, $80,228,408. We will pay off $8,915,827 in debt principal during 2023. It’s important to note that some of our debt is borrowed upfront and will be later repaid from state and federal sources. The amount of reimbursement for federal and state aid will range from $7,000,000 to $15,000,000.

Because we don’t need additional debt authorizations, we won’t need bonding resolutions from the bonding attorney.

The total debt issuance for this sale, scheduled in mid-July, will be $1,600,000, plus renewal of the Bond Anticipation Notes (BANs) coming due. Of the $1,600,000 of new money requested for issuance, all of it is needed for General Fund purposes.

The impact on the market due to lingering COVID issues continues to reflect a volatile and uncertain market. Issues such as inflation, war, unemployment, hiring difficulties, recession, supply, and demand issues have made the market very volatile. We do expect this type of market for most of 2023, with the hopes of slow improvement. Interest rates continue to increase, mainly due to inflationary actions at the federal level. We expect to see a couple more interest rate increases in 2023, depending on how inflation reacts, but likely less aggressive increases. Our one year note interest rate in January was 3.16 percent. We expect to borrow funds through BANs (short-term) at interest rates between 3 percent and 4.5 percent. The investment rate we can retain is increasing as well and is currently around 4 percent.

"An Equal Opportunity Employer with a commitment to workforce diversification."
We will continue to look at the possibility of going long-term with some of our debt, as long-term rates are still favorable at this time, compared to short-term rates, around the 3 percent mark. Issuing these funds now would allow us to take advantage of fixing our interest rates. We will be re-rated as part of our debt issuance and there is always a possibility of a lower rating which would increase our interest rates in the future.

Interest rates are still favorable for short-term and long-term borrowing with a bond rating of Aa3 or better. Our current bond rating is Aa3 as rated by Moody’s Investor Services. This rate is three steps below a top AAA rating. Our rate of Aa3 is still a good investment grade rating. While the interest rate market is still favorable for borrowing, you must be able to afford it. We do expect that these lower interest rates will continue to edge higher over time. This increase will translate into higher debt interest rate costs for the city and put even more strain on our future budgets.

Steven P. Thayer
City Controller
May 18, 2023

"An Equal Opportunity Employer with a commitment to workforce diversification."
# Summary of Bond Authorizations
## 2023 Second Issue
### 5/19/2023
#### file: bondissues

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Needed Bond Resolution Amount</th>
<th>Status</th>
<th>Amount to Issue</th>
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</thead>
<tbody>
<tr>
<td><strong>GIAC Gym Project</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To fund the renovation of the old Immaculate Conception School Gymnasium for use by the Greater Ithaca Activities Center (GIAC) for youth recreation programming. Funding sources for the Gym include federal and state funding of $1,800,000, GIAC Inc., funding of $1,000,000 and city funding of $3,000,000. This is new funding. The construction has just recently started.</td>
<td></td>
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</tr>
<tr>
<td><strong>East State/MLK Jr. Street Improvements</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To fund the construction of the improvements to be made on the East State/MLK Street from the tuning fork intersection to Mitchell Street. Construction is starting now. The project is funded 80% from Federal aid reimbursement. The city cost at this time is 20%. The funds will have to be paid upfront by the city and later reimbursed from aid. The total authorization is $3,296,100. Last issued on 2/16/23 for $2,000,000. Total issued to date is $2,400,000.</td>
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<td></td>
</tr>
</tbody>
</table>

### Totals

<table>
<thead>
<tr>
<th>Fund</th>
<th>Needed Amount</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$1,600,000</td>
<td>$1,600,000</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Water</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>WasteWater Treatment Facility</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Sewer</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Total</td>
<td>$1,600,000</td>
<td>$1,600,000</td>
</tr>
</tbody>
</table>
7 Other Business

7.1 Firearms Safety

3. Government Administration, Human Resources, and Policy
   .1 An Ordinance Establishing Chapter 220 of the City of Ithaca Municipal Code Entitled “Firearm Safety.”

WHEREAS the Common Council of the City of Ithaca is charged with the preservation of order, peace, and the health, safety, and welfare of the City and its inhabitants; and

WHEREAS firearm-related deaths have increased in the past decade and firearms are the leading cause of death for those aged 19 or younger; and

WHEREAS the Code of the City of Ithaca is silent on the storage of firearms and has not been updated with respect to safety since 1974, and

WHEREAS on September 1, 2022 Governor Kathy Hochul signed into law new legislation to make New York State a leader in responsible gun safety, and

WHEREAS improperly stored firearms can contribute to their accidental, unauthorized, and illegal use; now therefore

ORDINANCE 2023-XX

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

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

1. The unsafe storage of firearms threatens public health and safety in the United States. Unsecured weapons increase the likelihood of accidents, theft, and unauthorized or criminal use.
2. The International Association of Chiefs of Police recommends that state and local governments mandate safe storage of firearms to protect children and youth from gun violence.
3. NYS Consolidated Laws, Penal Law §265.45 states no person who owns or is custodian of a rifle, shotgun, or firearm who resides with an individual who such person knows or has reason to know is prohibited from possessing a firearm pursuant to 18 USC §922(g)(1),(4),(8), or (9) shall store or otherwise leave such rifle, shotgun, or firearm out of his or her immediate possession or control without having first securely locked such rifle, shotgun or firearm in an appropriate safe storage depository or rendered it incapable of being fired by use of a gun locking device appropriate to that weapon. Nothing in this section shall be deemed to affect, impair,
or supersede any special or local act relating to the safe storage of rifles, shotguns, or firearms which impose additional requirements on the owner or custodian of such weapons.

4. Public welfare and law enforcement duties in the City of Ithaca would be enhanced by mandated safe storage practices.

Section 2. Definitions
The following terms shall have the following meanings:

A. “Residence.” As used in this Chapter, “residence” is any structure intended or used for human habitation including but not limited to houses, condominiums, rooms, accessory dwelling units, motels, hotels, SROs, time-shares, and recreational and other vehicles where human habitation occurs. The term “residence” also includes the curtilage of those structures or vehicles.

B. “Firearm.” As used in this Chapter, “firearm” means a device, designed to be used as a weapon, from which a projectile is expelled through the barrel by the force of an explosion or other form of combustion. It does not include an “antique firearm” as defined by 18 U.S.C. 921(a)(16).

C. “Firearm precursor part.” As used in this Chapter, “firearm precursor part” means a component of a firearm that is necessary to build or assemble a firearm and falls within either of the following categories:

a. An unfinished receiver, including both a single part receiver and a multiple part receiver, such as a receiver in an AR-10 or AR-15-style firearm. An unfinished receiver includes a receiver tube, a molded or shaped polymer frame or receiver, a metallic casting, a metallic forging, and a receiver flat, such as a Kalashnikov-style weapons system, Kalashnikov-style receiver channel, or a Browning-style receiver side plate.

b. An unfinished handgun frame.

Section 3. Prohibition
A. No person shall keep a firearm or precursor part within a residence unless the firearm or precursor part is stored in a locked container or disabled with a locking device. The firearm must be stored or disabled in a manner that a reasonable person would believe renders it inaccessible to unauthorized users. It is a violation of this prohibition if the key, mechanism, or code to unlock or disable the locked container or locking device is closed to, or kept in a location accessible to, unauthorized users not reasonably accessible to someone other than the owner or custodian.

Section 4. Exceptions
No violation of this Chapter shall be found in the following circumstances:

A. The firearm or precursor is carried on the body of an authorized user who is legally allowed to possess a firearm or precursor part of that type; or
B. The firearm or precursor part is kept within close enough proximity and control that the owner or other lawfully authorized user of the firearm or precursor can readily retrieve and use the firearm or precursor part as if carried on the person.

Section 5. Penalty
A. A violation of §220-3 shall constitute a civil infraction. be punishable by civil fine of $500 for the first offense. Subsequent violations in a one-year period will be punishable by a fine of $1,000. -
B. If an unauthorized user obtains access to a firearm or precursor part because of a violation of §220-3 and uses the firearm or precursor part to injure or kill themselves or another, the owner or custodian, shall be liable in a civil action for the death or injury. In such an action a prevailing plaintiff shall be entitled to recover attorney’s fees.

Section 6. Severability
Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.