# COMMON COUNCIL AGENDA

**REVISED AMENDED**

**Date:** Wednesday, September 6th 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 Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Call to Order</strong></td>
<td>No</td>
<td>Mayor Laura Lewis</td>
<td>5 Min</td>
</tr>
<tr>
<td>1.1 Agenda Review</td>
<td>No</td>
<td></td>
<td></td>
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<tr>
<td>1.2 Reports of Municipal Officials</td>
<td>No</td>
<td></td>
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</tr>
<tr>
<td>1.3 Proclamations and Awards- 2nd Quarterly Employee Recognition</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4 Review and Approval of Minutes- 8-2-2023 Common Council, 8-9-2023 Special Common Council.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. Petitions and Hearings of Persons Before Council</strong></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>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2 Privilege of the Floor – Mayor and Council</td>
<td>No</td>
<td></td>
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<tr>
<td><strong>3. Executive Session</strong></td>
<td>Yes</td>
<td></td>
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<tr>
<td><strong>4. Consent Agenda</strong></td>
<td>Yes</td>
<td>Common Council</td>
<td>5 Min</td>
</tr>
<tr>
<td>4.1 Youth Bureau - Amend 2023 Roster Resolution</td>
<td>Yes</td>
<td></td>
<td></td>
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<tr>
<td>4.2 Youth Bureau - Amend 2023 Authorized Youth Bureau Budget – Resolution</td>
<td>Yes</td>
<td></td>
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<tr>
<td>4.3 Department of Public Works Water and Sewer - Amend to Personnel Roster – Resolution</td>
<td>Yes</td>
<td></td>
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<tr>
<td>4.4 Authorize Disbursement of Funds for the Stately Apartments Project, Community Housing Development Fund – Resolution</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5. City Administration Committee</strong></td>
<td>Yes</td>
<td>Council Member, J. DeFendini</td>
<td>20 Min</td>
</tr>
<tr>
<td>5.1 Declaring the City of Ithaca a Safe Haven for Gender Affirming Healthcare- Resolution.</td>
<td>Yes</td>
<td>Sidewalk Program Mgr., P. Tully</td>
<td>10 Min</td>
</tr>
<tr>
<td>5.2 Department of Public Works -Approval of 2024 Sidewalk Improvement District Assessments – Resolution</td>
<td>Yes</td>
<td>Assistant Superintendent, S. Gibson</td>
<td>10 Min</td>
</tr>
<tr>
<td>5.3 Department of Public Works - Approval of 2024 Water and Sewer Service Connection and Design Review Rates – Resolution</td>
<td>Yes</td>
<td>Assistant Superintendent S. Gibson</td>
<td>10 Min</td>
</tr>
<tr>
<td>5.4 An Ordinance Amending Ithaca City Code Chapter 262-41, &quot;Rates and Terms of Payment</td>
<td>Yes</td>
<td>Dir. Code Enforcement, Rob Fell-DeWalt</td>
<td>15 Min</td>
</tr>
<tr>
<td>5.5 An Ordinance Amending City Code to Change Building Department Fees</td>
<td>Yes</td>
<td></td>
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</tr>
</tbody>
</table>

*Written comments submitted will be compiled and entered into the record.*
<table>
<thead>
<tr>
<th>ITEM</th>
<th>Voting Item?</th>
<th>Presenter(s)</th>
<th>Time Alotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Planning and Economic Development Committee</td>
<td>Yes</td>
<td>Bryan McCracken, Historical and Neighborhood Planner</td>
<td>15 Min</td>
</tr>
<tr>
<td>6.1 Ithaca Gun Smokestack – Funding Request for Structural Evaluation</td>
<td>Yes</td>
<td>Rebecca Evans, Director of Sustainability</td>
<td>25 Min</td>
</tr>
<tr>
<td>6.2 Distributed Energy Resources (DER) Plan</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. New Business / Member Filed</td>
<td>Yes</td>
<td>Mayor L. Lewis</td>
<td>5 Min</td>
</tr>
<tr>
<td>7.1 Council - Mayor Salaries- A Local Law entitled “Amendments to Chapter 107 of the City Code.”</td>
<td>Yes</td>
<td>City Attorney, A. Lavine</td>
<td>15 Min</td>
</tr>
<tr>
<td>7.2 City Manager Local Law and Template Employment Agreement</td>
<td>Yes</td>
<td>City Attorney, A. Lavine</td>
<td>15 Min</td>
</tr>
<tr>
<td>a. A local law entitled “Amendment of City Charter to Specify the Duties, Authority, and Appointment and Removal Procedures of the City Manager</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Resolution Approving Template Employment Agreement for City Manager</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.3 Pro-Housing Communities Resolution Member</td>
<td>Yes</td>
<td>Council Member R. Cantelmo</td>
<td>5 Min</td>
</tr>
<tr>
<td>8. Mayor Appointments</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>5 Min</td>
</tr>
<tr>
<td>8.1 Sustainability and Climate Justice Commission Appointment</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Reports from Council and Staff</td>
<td>No</td>
<td></td>
<td>10 Min</td>
</tr>
<tr>
<td>9.1 Reports from Special Committee</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>9.2 Reports of Common Council</td>
<td></td>
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<tr>
<td>9.3 City Clerk Report</td>
<td></td>
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<tr>
<td>9.4 City Attorney Report</td>
<td></td>
<td></td>
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<tr>
<td>10. Meeting Wrap-Up</td>
<td></td>
<td>Meeting Length Estimate</td>
<td>210 Min</td>
</tr>
<tr>
<td>10.1 Meeting Adjourn</td>
<td></td>
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</tbody>
</table>

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](https://tinyurl.com/mr9kdhw8)
4.1 Resolution to Amend the Youth Bureau 2023 Roster

WHEREAS, The Youth Bureau is requesting a roster amendment to increase the currently filled Recreation Specialist position (35 hours) by 5 hours; and,

WHEREAS, there has been an increase in regulations to operate summer camps and programs and an increase in the needs of our youth; and,

WHEREAS, the Recreation Specialist begins work on camps six months prior to the season and is onsite at camp 40 hours a week during the season; and,

WHEREAS, the Recreation Specialist also maintains a full set of programs for the RP; now, therefore, be it

RESOLVED, that the Personnel Roster of the Youth Bureau shall be amended effective August 3, 2023 as follows:

Increase one Recreation Specialist (35 hours) to 40 hours

And, be it further

RESOLVED, that any existing funds associated with this change will come from within the approved 2023 Ithaca Youth Bureau budget.
To: City Administration Committee  
From: Liz Klohmann, Director  
Re: 2023 Roster Amendment  
Date: 7/26/23

The Youth Bureau is requesting an amendment to the 2023 roster. Our current recreation Specialist position is a 35 hours a week position, and we are requesting an increase to bring it to 40 hours a week to meet the increasing program and administrative needs. There are a number of changes in regulations to operate summer camps in addition to an increase in programming to meet the needs of youth and funders.

We are requesting the Recreation Specialist position be increased by 5 hours. This change will be effective August 3, 2023, and will not exceed $2,882 and does not require any budget amendments.
4.2 Resolution: Youth Bureau – Request to Amend 2023 Youth Bureau Budget – Recreation, OUT, BBBS

WHEREAS, Tompkins County Youth Services Department has advised the Ithaca Youth Bureau that the Recreation, Outings, and Big Brother Big Sister programs will be receiving $23,700 in funding for the Summer Camps, Pathfinders, and Mentor Recruitment, and

WHEREAS, the goals of these programs are to strengthen services offered by these programs (summer camp support to campers with disabilities, team and friendship building, and volunteer mentors); now, therefore, be it

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

<table>
<thead>
<tr>
<th>Account #</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A7310-2350-1562</td>
<td>Stewart Park Day Camp</td>
<td>$5,125</td>
</tr>
<tr>
<td>A7310-2350-1564</td>
<td>Cass Park Day Camp</td>
<td>$5,125</td>
</tr>
<tr>
<td>A7310-2350-1221</td>
<td>Outings Program</td>
<td>$6,725.00</td>
</tr>
<tr>
<td>A7310-2350-1206</td>
<td>Big Brother Big Sister Program</td>
<td>$6,725.00</td>
</tr>
</tbody>
</table>

Total $23,700.00

Increase expenses:

<table>
<thead>
<tr>
<th>Account #</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A7310-5120-1562</td>
<td>Part time/Seasonal</td>
<td>$4,312.69</td>
</tr>
<tr>
<td>A7310-5460-1562</td>
<td>Program Supplies</td>
<td>$128.30</td>
</tr>
<tr>
<td>A7310-5120-1564</td>
<td>Part-time/Seasonal</td>
<td>$4,312.69</td>
</tr>
<tr>
<td>A7310-5460-1562</td>
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<td>Part time/Seasonal</td>
<td>$5,700.00</td>
</tr>
<tr>
<td>A7310-5460-1221</td>
<td>Program Supplies</td>
<td>$122.00</td>
</tr>
<tr>
<td>A7310-5120-1206</td>
<td>Part time/Seasonal</td>
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</tr>
<tr>
<td>A7310-5460-1206</td>
<td>Program Supplies</td>
<td>$122.00</td>
</tr>
<tr>
<td>A7310-9030-1206</td>
<td>FICA/Medicare</td>
<td>$437.02</td>
</tr>
<tr>
<td>A7310-9030-1221</td>
<td>FICA/Medicare</td>
<td>$437.00</td>
</tr>
<tr>
<td>A7310-9030-1562</td>
<td>FICA/Medicare</td>
<td>$330.00</td>
</tr>
<tr>
<td>A7310-9030-1564</td>
<td>FICA/Medicare</td>
<td>$330.00</td>
</tr>
<tr>
<td>A7310-9040-1206</td>
<td>Worker’s Comp.</td>
<td>$445.00</td>
</tr>
<tr>
<td>A7310-9040-1221</td>
<td>Worker’s Comp.</td>
<td>$445.00</td>
</tr>
<tr>
<td>A7310-9040-1562</td>
<td>Worker’s Comp.</td>
<td>$375.00</td>
</tr>
<tr>
<td>A7310-9040-1564</td>
<td>Worker’s Comp.</td>
<td>$375.00</td>
</tr>
</tbody>
</table>

Total $23,700.00
To: City Administration Committee  
From: Liz Klohmann  
Re: Youth Bureau Budget Amendment  
Date: July 20, 2023

Our contract with County Youth Services has been amended to include additional payments totaling $23,700. Recreation, Outings, and Big Brothers Big Sisters will receive funding to support summer camps, Pathfinders, and mentoring recruitment. We are happy to be able to provide additional services and support within our existing programs.

We are requesting a budget amendment to our 2023 budget as follows:

**Increase revenue:**

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<thead>
<tr>
<th>Account</th>
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<td>Big Brother Big Sister Program</td>
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</tr>
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</table>

**Total** $23,700.00

**Increase expenses:**

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</table>

Fringe Benefits: Other PTS (Staff) $20,125 x 15.85% $3,174.02

**Total** $23,700.00
4.3 Amendment to Personnel Roster – DPW/Water and Sewer Division

WHEREAS, the Ithaca Area Wastewater Treatment Facility (IAWWTF) has an existing Laboratory Technician position that was unfunded for FY 2023, and

WHEREAS, the IAWWTF has required daily and time sensitive Federal, State, and local permit compliance laboratory sampling and analyses that is being met by the Laboratory Director, and

WHEREAS, in times when the Laboratory Director is unavailable, the plant has been backfilling laboratory needs using a qualified Wastewater Treatment Plant Operator Trainee, and

WHEREAS, the plant wishes to reestablish funding for the position of Laboratory Technician retroactive to April 10, 2023, now, therefore be it

RESOLVED, that the personnel roster of the Ithaca Area Wastewater Treatment Facility be amended as follows:

Fund: One (1) Laboratory Technician

and be it further

RESOLVED, that Common Council authorizes the payment of out-of-title pay to qualified staff assigned to work as a Laboratory Technician, in accordance with the provisions of the labor contract, retroactive to April 10, 2023, and be it further

RESOLVED, that funding for the roster modification be taken from the existing operating budget at the IAWWTF.
To the CA Committee,

Attached, you will please find a resolution to amend the Wastewater Treatment Plant Personnel roster to refund an existing Laboratory Technician position. The laboratory is currently staffed with a Laboratory Director responsible for running daily and time sensitive plant permitted compliance analyses. The plant had defunded the Laboratory Technician position for 2023 while using an Operator Trainee to backfill staffing needs when the Director is absent or unavailable. That Trainee has been a vital role devoting roughly 100% of their time in this capacity since April 10. The Trainee is performing the duties of a Laboratory Technician and should be paid Out of Title for the work. It is now apparent that the position should be refunded for this time period throughout the remainder of the year.

You will note that this will be funded using existing operating funds paying the difference in salaries from an Operator Trainee to a Laboratory Technician. If you would be so kind as to add this request to the upcoming CA agenda, we would greatly appreciate it!

Thanks so much.

Scott Gibson

Assistant Superintendent DPW, Division of W&S

SG
REQUEST TO FILL VACANCY

Department: Department of Public Works
Division or Program: Water & Sewer Division

Position Title: Laboratory Technician

Last Held by: Roxanna Roberts-Batte
Date of Vacancy: January 9, 2022

Vacancy Due to: ___ Retirement; ___ Promotion; ___ Removal; ___ New Title; ___ Resignation; ___ Other

Request to Fill Position by: ___ Open Posting ___ Promote Within ___ Out of Title ______ Salary Range: Admin Grade 8

Please explain in detail why the position must be filled. (include what, if any, liability the City will incur if position is not filled)
This is an existing rostered position but was unfunded for 2023. The WWTP Laboratory is currently staffed with a Lab Director. When the Director is absent, daily and time sensitive analysis cannot be performed. Consequently, we have been backfilling the Technician position using a Wastewater Treatment Operator Trainee who has been performing in this role since April 10, 2023. The Trainee is eligible for Out of Title pay and the plant anticipates using this person in this capacity for the remainder of 2023.

Please explain in detail why the position’s duties cannot be reallocated to existing personnel:
The Technician position is necessary to ensure Federal and State sampling and analysis requirements for wastewater discharge permitting. Assists Lab Director in research and testing and fills in when the Director is unavailable.

Are you seeking applicants outside of Tompkins County? ___ Yes ___ No ___ Not Applicable

If so, please contact the Human Resources Department to discuss residency requirements for the position.

Is this a funded roster position? ___ Yes ___ X (NOT FOR 2023) ___ No

If not, how will you fund the position? Existing Operating Budget will cover the difference between the Operator Trainee Salary and the Laboratory Technician salary.

Department Head Signature: ____________________ Date: August 9, 2023

For completion by the Vacancy Committee

Date of Action: ________________ Approved ________________ Denied ________________

For Completion by Human Resources/Civil Service

Vacancy Review Required? ___ Yes ___ No
Is position competitive? ___ Yes ___ No
Is there an eligible list? ___ Yes ___ No
Is there an existing applicant file? ___ Yes ___ No

Is canvass required? ___ Yes ___ No
Date sent: ____________________ Date due: ____________________

Special Instructions for Canvass:

RESIDENCY REQUIREMENT: ___ City of Ithaca ___ Tompkins County ___ Contiguous Counties ___ No residency restrictions

Instructions for advertising vacancy (please select advertisement media):
___ Ithaca Journal ___ Ithaca Times ___ HR Web Page ___ Distribution List ___ Internal ___ External

Special Instructions for Internal Postings:

DPW Unit: Special Requirements Being Sought:

Special Instructions for Advertising:

Remarks:

Office Use Only: Memo to Department -Approved Memo to Department -Denied

K:\Confidential\Assistant Superintendent W&S\PERSONNEL\IAWWTF-Lab Technician\Request to Fill Vacancy WWTPLabTech08_09_23.docx

Created: 06/03 Revised: 05/19/04, 02/02/06, 02/18/11, 5/15/15, 1/25/18
REQUEST TO FILL VACANCY

Copy of Job Posting for Review  ☐
Copy of Job Ad for Review  ☐
No Decision - Need more info  ☐
WHEREAS, the Community Housing Development Fund (CHDF) was established in 2009, and renewed in 2015 and 2021, by Memorandum of Understanding (MOU) among and between the City of Ithaca, Tompkins County and Cornell University to raise and award funds to increase the supply of permanently affordable housing in the County, and

WHEREAS, the Common Council determined that City contributions to the CHDF should be used solely to assist those projects located within the City of Ithaca, and

WHEREAS, the Program Oversight Committee, which includes three City appointees, reviews, and recommends projects for awards, including the amount and funding source, and

WHEREAS, the City of Ithaca Common Council retains authority to approve, modify or reject the POC’s recommendation for use of City funds, and

WHEREAS, action to authorize disbursement of City funds requires prior completion of environmental review for housing projects, and

WHEREAS, the POC recommended the following affordable housing projects for funding:

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Project</th>
<th># Units</th>
<th>Municipality</th>
<th>Funding ($1,000s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>IHA/CHDC</td>
<td>Northside Apartments</td>
<td>82 rentals</td>
<td>(C) Ithaca</td>
<td>0 57.8 102.2 0 160</td>
</tr>
<tr>
<td>INHS</td>
<td>CHT – Scattered Sites</td>
<td>8 for-sale</td>
<td>(C) Ithaca &amp; (V) Freeville</td>
<td>284.8 15.2 0 0 300</td>
</tr>
<tr>
<td>Second Wind</td>
<td>Dryden House</td>
<td>4 rentals</td>
<td>(V) Dryden</td>
<td>0 70 0 50 120</td>
</tr>
<tr>
<td>Visum</td>
<td>Stately Apartments</td>
<td>57 rentals</td>
<td>(C) Ithaca</td>
<td>0 0 100 0 100</td>
</tr>
<tr>
<td>Red Tail/Habitat</td>
<td>White Hawk Ecovillage</td>
<td>1 for-sale</td>
<td>(T) Danby</td>
<td>40 0 0 0 40</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>152 units</strong></td>
<td></td>
<td><strong>324.8 143 202.2 50 720</strong></td>
</tr>
</tbody>
</table>

and,
WHEREAS, pursuant to the MOU, Tompkins County administers the CHDF, including collection of contributions to the CHDF and distribution of funds to project sponsors upon issuance of a building permit, and

WHEREAS, the Common Council previously authorized disbursement of funds for the Northside Apartments round #21 project, and

WHEREAS, on July 27, 2021 the Stately Apartments project completed environmental review by the City Planning and Development Board, recently secured a low-income housing tax credit allocation, and is scheduled for a closing on financing in September 2023, and

WHEREAS, annual City contributions to the CHDF are placed in Restricted Contingency, now; therefore, be it

RESOLVED, that the Common Council for the City of Ithaca hereby authorizes an expenditure of up to $100,000 to Tompkins County for the following affordable housing project to implement a recommended funding award for rounds #21 of the Community Housing Development Fund:

Project Name: Stately Apartments
Location: 510 W. MLK Jr./State Street, Ithaca, NY
Applicant: Visum Development Group LLC
Project Summary: Construction of a 57-unit rental housing project including 20 supportive housing units [5 - victims/survivors of domestic violence; 15 – Substance Use Disorder (SUDs)]

And be it further,

RESOLVED, That Common Council hereby transfers an amount not to exceed $100,000 from Restricted Contingency Account A1990-5000 Housing Funds to Account A8020-5435 Planning Contracts, and be it further,

RESOLVED, That the $100,000 be appropriated from the current balance in the Housing Fund of $XXX,XXX, to fund the $100,000 City portion of the City/County/Cornell Housing Trust for the above listed project, and be it further,

RESOLVED, that the Mayor, subject to advice of the City Attorney, is hereby authorized to execute a fiscal agency agreement with Tompkins County to implement this resolution.
5.1 RESOLUTION – Declaring the City of Ithaca a Safe Haven for Gender-affirming Healthcare by supporting NYS Bill S2475/A6046

WHEREAS In June 2023 Governor Hochul signed legislation protecting persons seeking gender-affirming medical and psychological care in New York State. Our state is now one of twelve states with such protections. This legislation will

- Prohibit consideration of other states’ laws permitting removal of children from their homes when their guardians consent to gender-affirming care
- Prohibit law enforcement agencies from cooperating with or providing information to any person or agency outside of New York State regarding lawful gender affirming care performed in New York State
- Prohibit the issuance of subpoenas related to proceedings in other states against people who come to New York for gender-affirming care
- Prohibit the arrest of anyone for performing or aiding in the lawful performance of gender-affirming care in New York State
- Prohibit issuers of medical malpractice insurance from taking action against a health care provider solely because that provider offers gender affirming care

WHEREAS Twenty-one states have banned or limited gender-affirming care for minors, exacerbating the despair and alienation of those patients and their families, increasing the risk of mental illness and suicide, and increasing risks associated with “quack” or “back-alley” care; and

WHEREAS Multiple healthcare institutions across the country have curtailed or have considered curtailing gender-affirming healthcare services in response to legal challenges, perception of legal risk, harassment, or threats of violence; and

WHEREAS Licensed medical, nursing, and mental health care practitioners provide research-based gender-affirming services in the City of Ithaca and in facilities elsewhere in Tompkins County; and

WHEREAS The City of Ithaca recognizes the vital importance of research-based compassionate care to people seeking gender-affirming services; and

WHEREAS, it is necessary and appropriate to exercise the authority vested in the City of Ithaca Charter, including the coordinated and integrated direction, supervision, and control of all City of Ithaca departments, boards, commissions, and other agencies, to protect healthcare professionals and persons lawfully seeking, receiving, or assisting others who are seeking or receiving gender affirming care;

NOW THEREFORE BE IT RESOLVED
That the City of Ithaca endorses and supports the New York State law protecting access to gender-affirming care to minors and adults. We are grateful to State Senator Lea Webb and State Assemblywoman Anna Kelles for co-sponsoring this bill in the New York Assembly. We urge relevant agencies and authorities in New York State to continue to license and regulate legitimate research-based treatment.
AND BE IT FURTHER RESOLVED
That the City of Ithaca:

• Will protect access to lawful medical and mental health care
• Will not cooperate with law enforcement agencies from outside New York State seeking information about or extradition of clients seeking or practitioners offering lawful care;
• Re-affirms that gender expression or identity is not grounds for discrimination against people seeking housing, employment, or access to services in the City of Ithaca.

AND FINALLY, THAT
In the event any law or regulation is passed in New York State that imposes criminal punishment, civil liability, administrative penalties, or professional sanctions on a person for providing, seeking, receiving, or assisting another person who is seeking gender affirming healthcare, City personnel will make enforcement of said law or regulation their lowest priority.

NOTES
https://www.nysenate.gov/legislation/bills/2023/A6046/amendment/B
https://www.lgbtmap.org/
5.2 DPW - Approval of Sidewalk Improvement District Assessments

WHEREAS, Section C-73 of the City Charter creates five Sidewalk Improvement Districts (each a “SID”) for the construction and repair of sidewalk, and provides for an assessment against each property located in each SID for the benefits received by the property from such construction and repair; and

WHEREAS, typically the Board of Public Works would recommend SID assessment, work plan, and budget to Common Council; however, the BPW is not able to make quorum at this time and in accordance with the City Charter, Common Council has oversight powers over BPW; and

WHEREAS, Common Council can approve a budget and schedule of work for each SID district for each fiscal year, following a public hearing; and

WHEREAS, Common Council has received a proposed SID assessment roll, budget, and schedule of work for Fiscal Year 2023; and

WHEREAS, public notice of the SID assessment roll, budget, and schedule of work in July 2023 was provided; and

WHEREAS, owners of assessed properties were provided an opportunity to file written objections with the City Clerk, and present evidence to the Council at a public hearing on August 23, 2023; and

WHEREAS, Common Council has given due consideration to the objections, if any, presented by the property owners in accordance with Section C-73; now, therefore, be it

RESOLVED, That the Common Council recommends, subject to amendment and approval by the Common Council, the proposed 2023 SID budget, assessments, and schedule of work attached hereto, and be it further

RESOLVED, That the Common Council recommends including in the Mayor’s proposed 2024 budget and to adopt this 2024 Sidewalk Improvement District budget, assessments, and work plan by local law in concert with the approval of the City’s 2024 Budget
TO: City Administration (CA)
FROM: Peggy Tully Sidewalk Program Manager
DATE: 8/11/2023
RE: 2024 Sidewalk Improvement District Assessments, Work Plan and Budget

Procedural: After this public hearing on the 2024 Sidewalk Assessments, I am requesting approval of these materials by the CA oversight powers instead of the Board of Public works.

Attached for your review is the draft 2024 Sidewalk Improvement District (SID) work plans and budget. A link to the 2024 assessment role is also provided here, as the document is too large to attach:


I am also requesting approval to file a schedule of work, assessment roles, and budget with Common Council. A public hearing on the budget, assessment roles, schedule of work, and local law will occur on the October 4, 2023 Common Council meeting.

The 2024 Work Plan budget was created based on the aforementioned assessment role and reflects all credits for past work that were received before the May 1, 2023 application deadline. The cost for each sidewalk project is an estimate based on anticipated quantities of work, as well as unit prices from past sidewalk contracts. The final quantities of work performed will be dictated by bid prices received and field conditions, which could increase or decrease the amount of work completed in the 2024 work plan.

It is possible that issues unknown at this time might arise that will prevent some of these construction projects from moving forward during the 2024 construction season. Conflicts with other construction projects might necessitate cancelation or postponement of planned sidewalk work. Ongoing design efforts might identify construction barriers that will impact costs or make some projects technically infeasible.

To proactively address any of the above potential construction issues and cost uncertainty—a contingency list of construction and design projects are included at the bottom of each sidewalk district. These projects could replace locations in the work plan, if needed, or add to the project list if additional budget is available based on bid prices.

Some specific project details:
District 1: A focus on repairing residential streets with deteriorated sidewalks and multiple, long standing, open complaints, such as the 300 block of Farm Street and the 400 block of Tompkins Street.

District 2: Focus on 100 block of Dryden Dr, addressing long standing issues and creating a new crosswalk at the intersection of Dryden of Eddy.

District 3: Focus on high traffic areas in the downtown core with long standing, multiple complaints such as 400-500 blocks of East Buffalo Street, the 300 block of North Aurora, and the 400 block of W. Green.

District 4: Focus on Titus Flats areas for this year.

District 5: Focus on repairing the sidewalk at the 100 block of Sunrise Rd. and improving pedestrian crossing at Hector St. and Sunrise Rd. and a design for the 200 block of Cliff Street that will address crumbling retaining wall and sidewalks in a future collaboration with Streets and Facilities/ aid in a grant application if possible.
## Proposed 2024 Sidewalk Improvement District (SID)--Base Budget

<table>
<thead>
<tr>
<th>District</th>
<th>$</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>TOTAL</th>
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<td>$1,154,391</td>
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<tr>
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<td>17%</td>
<td>32%</td>
<td>19%</td>
<td>13%</td>
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<td>Admin &amp; Supplies</td>
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<td>$34,794</td>
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<td></td>
<td>$182,892</td>
<td>$176,715</td>
<td>$327,186</td>
<td>$196,333</td>
<td>$136,802</td>
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<td>Capital Projects-Repayment</td>
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<td>$4,812</td>
<td>$3,085</td>
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<td>$40,812</td>
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<td>$135,904</td>
<td>$324,101</td>
<td>$189,243</td>
<td>$112,732</td>
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<td>Construction</td>
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<td>$111,432</td>
<td>$278,792</td>
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<td>$93,787</td>
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<tr>
<td>Design</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Construction Inspection/Engineering Technician</td>
<td>$16,182</td>
<td>$15,636</td>
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<td>$12,104</td>
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<tr>
<td>Reimbursement for New Sidewalk</td>
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<td>Miscellaneous</td>
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<td>$16,359</td>
<td>$9,817</td>
<td>$6,840</td>
<td>$50,996</td>
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</tbody>
</table>

Concrete Lifting/Concrete Cutting
Highlighted sections designated as "Construction" and "Design" illustrate the blocks where sections of sidewalk work are proposed. The highlighted areas will not be upgraded in their entirety. Final work plan is contingent on construction costs and constraints.
**Proposed 2024 Sidewalk Improvement District Budget**

**District One**

<table>
<thead>
<tr>
<th>City Block</th>
<th>Street Name</th>
<th>Street</th>
<th>Linear Feet</th>
<th>Unit cost</th>
<th>Cost (5' wide)</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>500</td>
<td>N. Aurora</td>
<td>East</td>
<td>200</td>
<td>$</td>
<td>$23,000</td>
<td></td>
</tr>
<tr>
<td>300</td>
<td>Farm St.</td>
<td>North</td>
<td>200</td>
<td>$</td>
<td>$23,000</td>
<td></td>
</tr>
<tr>
<td>500</td>
<td>N. Tioga St.</td>
<td>East</td>
<td>200</td>
<td>$</td>
<td>$23,000.00</td>
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</tr>
<tr>
<td>400</td>
<td>Tompkins St</td>
<td>South</td>
<td>175</td>
<td>$</td>
<td>$20,125</td>
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</tr>
<tr>
<td>100</td>
<td>Short St</td>
<td>East</td>
<td>300</td>
<td>$</td>
<td>$34,500</td>
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<tr>
<td>100</td>
<td>Jay St</td>
<td>South</td>
<td>50</td>
<td>$</td>
<td>$5,750</td>
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</tr>
<tr>
<td>300</td>
<td>Auburn St</td>
<td>East</td>
<td>200</td>
<td>$</td>
<td>$23,000</td>
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|          |              |        |             |           | 1,325          | TOTAL   | $154,518 |
|----------|--------------|--------|-------------|-----------|----------------|---------|

**Contingency/Future Years**

<table>
<thead>
<tr>
<th>City Block</th>
<th>Street Name</th>
<th>Street</th>
<th>Linear Feet</th>
<th>Unit cost</th>
<th>Cost (5' wide)</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>500</td>
<td>Utica St.</td>
<td>West</td>
<td>200</td>
<td>$</td>
<td>$23,000</td>
<td></td>
</tr>
<tr>
<td>400</td>
<td>Utica St.</td>
<td>West</td>
<td>200</td>
<td>$</td>
<td>$23,000</td>
<td></td>
</tr>
<tr>
<td>300</td>
<td>Utica St.</td>
<td>West</td>
<td>200</td>
<td>$</td>
<td>$23,000</td>
<td></td>
</tr>
<tr>
<td>200</td>
<td>Utica St.</td>
<td>West</td>
<td>200</td>
<td>$</td>
<td>$23,000</td>
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<tr>
<td>100</td>
<td>Utica St.</td>
<td>West</td>
<td>200</td>
<td>$</td>
<td>$23,000</td>
<td></td>
</tr>
<tr>
<td>300</td>
<td>E. Falls Street</td>
<td>No</td>
<td>500</td>
<td>$</td>
<td>$57,500</td>
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</tr>
<tr>
<td>400</td>
<td>Lake St</td>
<td>West</td>
<td>300</td>
<td>$</td>
<td>$34,500</td>
<td></td>
</tr>
<tr>
<td>500</td>
<td>Lake St</td>
<td>West</td>
<td>300</td>
<td>$</td>
<td>$34,500</td>
<td></td>
</tr>
<tr>
<td>400</td>
<td>University</td>
<td>West</td>
<td>500</td>
<td>$</td>
<td>$57,500</td>
<td></td>
</tr>
<tr>
<td>300</td>
<td>University</td>
<td>West</td>
<td>500</td>
<td>$</td>
<td>$57,500</td>
<td></td>
</tr>
<tr>
<td>200</td>
<td>University</td>
<td>West</td>
<td>500</td>
<td>$</td>
<td>$57,500</td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>University</td>
<td>West</td>
<td>500</td>
<td>$</td>
<td>$57,500</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Total Contingency</strong></td>
<td>$471,500</td>
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</table>

**Future Collaboration with City Streets’ Crews/Grant Money/Captial Projects**

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>900</td>
<td>Stewart Ave.</td>
<td>West</td>
<td></td>
<td></td>
<td>200000</td>
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</tr>
</tbody>
</table>
Highlighted sections designated as "Construction" and "Design" illustrate the blocks where sections of sidewalk work are proposed. The highlighted areas will not be upgraded in their entirety. Final work plan is contingent on construction costs and constraints.
# Proposed 2024 Sidewalk Improvement District Budget

## District Two

<table>
<thead>
<tr>
<th>City Block</th>
<th>Street Name</th>
<th>Side of Street</th>
<th>Linear Feet</th>
<th>Estimated Unit cost</th>
<th>Cost (5' wide)</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>Dryden Rd. North</td>
<td>North</td>
<td>460</td>
<td>$23</td>
<td>$63,480</td>
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</tr>
<tr>
<td>100</td>
<td>Dryden Rd. South</td>
<td>South</td>
<td>460</td>
<td>$23</td>
<td>$63,480</td>
<td></td>
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<tr>
<td></td>
<td>White Paint Reflectored Pavement Stripes -20 Mils LF 325</td>
<td>LF</td>
<td>325</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td><strong>127,935</strong></td>
</tr>
<tr>
<td>** Contingency/Future Years**</td>
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<td></td>
<td></td>
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<td><strong>128,674</strong></td>
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<td>100</td>
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<td>West</td>
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<td>$40,250</td>
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</tr>
<tr>
<td>200</td>
<td>Elmwood Ave. North/South</td>
<td>North/South</td>
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<td>$23</td>
<td>$20,700</td>
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</tr>
<tr>
<td>500</td>
<td>Mitchell St. North</td>
<td>North</td>
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<td>$23</td>
<td>$11,500</td>
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</tr>
<tr>
<td>200</td>
<td>Cornell St. East/West</td>
<td>East/West</td>
<td>180</td>
<td>$23</td>
<td>$20,700</td>
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</tr>
<tr>
<td>100</td>
<td>Linden Ave. West</td>
<td>West</td>
<td>550</td>
<td>$23</td>
<td>$63,250</td>
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</tr>
<tr>
<td>400</td>
<td>Dryden Rd. North</td>
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<td>290</td>
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<td>$33,350</td>
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</tr>
<tr>
<td>200</td>
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<td>400</td>
<td>$23</td>
<td>$46,000</td>
<td></td>
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<tr>
<td>200</td>
<td>Elmwood Ave. West</td>
<td>West</td>
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<td></td>
<td></td>
<td><strong>287,500</strong></td>
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<tr>
<td><strong>Future Collaboration with City Streets' Crews/Grant Money/Capital Projects</strong></td>
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</tr>
<tr>
<td>100</td>
<td>College Ave. Streetscape East/West</td>
<td>800</td>
<td>50,000</td>
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<td></td>
</tr>
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</table>
Highlighted sections designated as "Construction" and "Design" illustrate the blocks where sections of sidewalk work are proposed. The highlighted areas will not be upgraded in their entirety. Final work plan is contingent on construction costs and constraints.
### Proposed 2024 Sidewalk Improvement District Budget

#### District Three

<table>
<thead>
<tr>
<th>City Block</th>
<th>Street Name</th>
<th>Side of Street</th>
<th>Linear Feet</th>
<th>Unit cost</th>
<th>Cost (5' wide)</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
<td>N. Geneva St.</td>
<td>East</td>
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<td>$23</td>
<td>$23,000</td>
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<tr>
<td>400</td>
<td>E. Buffalo St.</td>
<td>North</td>
<td>400</td>
<td>$23</td>
<td>$46,000</td>
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<tr>
<td>500</td>
<td>E. Buffalo St.</td>
<td>South</td>
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<td>$23</td>
<td>$34,500</td>
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<tr>
<td>300</td>
<td>N. Aurora</td>
<td>West</td>
<td>500</td>
<td>$23</td>
<td>$69,000</td>
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<tr>
<td>400</td>
<td>W. Green St</td>
<td>North</td>
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<td>West</td>
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### Contingency/Future Years

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<th>City Block</th>
<th>Street Name</th>
<th>Side of Street</th>
<th>Linear Feet</th>
<th>Unit cost</th>
<th>Cost (5' wide)</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>S. Geneva St.</td>
<td>East/West</td>
<td>200</td>
<td>$23</td>
<td>$23,000</td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>S. Plain St.</td>
<td>East</td>
<td>150</td>
<td>$23</td>
<td>$17,250</td>
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</tr>
<tr>
<td>100</td>
<td>N. Geneva St.</td>
<td>East/West</td>
<td>300</td>
<td>$23</td>
<td>$34,500</td>
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<tr>
<td>500</td>
<td>W. Seneca St.</td>
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<td>300</td>
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<td>$34,500</td>
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<td>100</td>
<td>E. Green St. (vault membrane repair)</td>
<td>North</td>
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<td>$34,500</td>
<td>new sidewalk</td>
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<td>Fourth St</td>
<td>West</td>
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<td>$23</td>
<td>$34,500</td>
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</tr>
<tr>
<td>200</td>
<td>S. Cayuga St.</td>
<td>East</td>
<td>180</td>
<td>$23</td>
<td>$20,700</td>
<td></td>
</tr>
<tr>
<td>300</td>
<td>S. Cayuga St.</td>
<td>West</td>
<td>180</td>
<td>$23</td>
<td>$20,700</td>
<td></td>
</tr>
<tr>
<td>300</td>
<td>Washington St</td>
<td>West</td>
<td>270</td>
<td>$23</td>
<td>$31,050</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Contingency</td>
</tr>
</tbody>
</table>

**Future Collaboration with City Streets' Crews/Grant Money/Captial Projects**
Highlighted sections designated as "Construction" and "Design" illustrate the blocks where sections of sidewalk work are proposed. The highlighted areas will not be upgraded in their entirety. Final work plan is contingent on construction costs and constraints.
### Proposed 2024 Sidewalk Improvement District Budget

#### District Four

<table>
<thead>
<tr>
<th>City Block</th>
<th>Side of Street</th>
<th>Appr. Length of sidewalk</th>
<th>unit cost</th>
<th>Cost (5' wide)</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Park St.</td>
<td>South</td>
<td>400</td>
<td>$23</td>
<td>$46,000</td>
<td></td>
</tr>
<tr>
<td>700 So. Plain St</td>
<td>East</td>
<td>280</td>
<td>$23</td>
<td>$32,200.00</td>
<td></td>
</tr>
<tr>
<td>200 Wood</td>
<td>North</td>
<td>500</td>
<td>$23</td>
<td>$57,500</td>
<td></td>
</tr>
<tr>
<td>100 Hyers</td>
<td>North</td>
<td>200</td>
<td>$23</td>
<td>$23,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,380</td>
<td></td>
<td>$158,700</td>
<td>$162,055</td>
</tr>
</tbody>
</table>

#### Contingency/Future Years

<table>
<thead>
<tr>
<th>City Block</th>
<th>Side of Street</th>
<th>Appr. Length of sidewalk</th>
<th>unit cost</th>
<th>Cost (5' wide)</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Grandview Ave</td>
<td>South</td>
<td>80</td>
<td>$23</td>
<td>$9,200</td>
<td></td>
</tr>
<tr>
<td>200 Pleasant St.</td>
<td>North</td>
<td>330</td>
<td>$23</td>
<td>$37,950</td>
<td></td>
</tr>
<tr>
<td>300 Pleasant St.</td>
<td>South</td>
<td>370</td>
<td>$23</td>
<td>$42,550</td>
<td></td>
</tr>
<tr>
<td>300 Columbia St.</td>
<td>North</td>
<td>400</td>
<td>$23</td>
<td>$46,000</td>
<td></td>
</tr>
<tr>
<td>100 Grandview Court</td>
<td>North</td>
<td>450</td>
<td>$23</td>
<td>$51,750</td>
<td></td>
</tr>
<tr>
<td>100 S. Titus Ave.</td>
<td>South</td>
<td>370</td>
<td>$23</td>
<td>$42,550</td>
<td></td>
</tr>
<tr>
<td>400 S. Geneva St.</td>
<td>West</td>
<td>400</td>
<td>$23</td>
<td>$46,000</td>
<td></td>
</tr>
<tr>
<td>10 Hawthorn Circ</td>
<td>North</td>
<td>300</td>
<td>$23</td>
<td>$34,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,380</td>
<td></td>
<td>$310,500</td>
<td></td>
</tr>
</tbody>
</table>

#### Future Collaboration with City Streets' Crews/Grant Money/Capital Projects

<table>
<thead>
<tr>
<th>City Block</th>
<th>Side of Street</th>
<th>Appr. Length of sidewalk</th>
<th>unit cost</th>
<th>Cost (5' wide)</th>
</tr>
</thead>
<tbody>
<tr>
<td>400 Hillview Pl</td>
<td></td>
<td>650</td>
<td></td>
<td>$223,000</td>
</tr>
<tr>
<td>300 Spencer Rd</td>
<td>East/West</td>
<td>2100</td>
<td></td>
<td>$400,000</td>
</tr>
<tr>
<td>100 Giles St</td>
<td>South</td>
<td>450</td>
<td></td>
<td>$360,000</td>
</tr>
<tr>
<td>200-300 Giles St</td>
<td>East</td>
<td>1600</td>
<td></td>
<td>$300,000</td>
</tr>
</tbody>
</table>
Highlighted sections designated as "Construction" and "Design" illustrate the blocks where sections of sidewalk work are proposed. The highlighted areas will not be upgraded in their entirety. Final work plan is contingent on construction costs and constraints.
## Proposed 2024 Sidewalk Improvement District Budget

### District Five

<table>
<thead>
<tr>
<th>City Block</th>
<th>Street Name</th>
<th>Street</th>
<th>Appr. Length Linear Feet</th>
<th>Cost</th>
<th>Cost (5' wide)</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sunrise Rd</td>
<td>South</td>
<td>500</td>
<td>$23</td>
<td>$57,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sunrise Rd</td>
<td>South/West</td>
<td>5000</td>
<td>2</td>
<td>$10,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$67,500</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Design = retaining wall and protected walk**

<table>
<thead>
<tr>
<th>City Block</th>
<th>Street Name</th>
<th>Street</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cliff St</td>
<td>East</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$20,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** $87,500 $93,787

### Contingency/Future Years

<table>
<thead>
<tr>
<th>City Block</th>
<th>Street Name</th>
<th>Street</th>
<th>Appr. Length Linear Feet</th>
<th>Cost</th>
<th>Cost (5' wide)</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cliff St.</td>
<td>East</td>
<td>450</td>
<td>$23</td>
<td>$51,750</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sunrise Rd</td>
<td>South</td>
<td>650</td>
<td>$23</td>
<td>$74,750</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Taughannock Blvd.</td>
<td>West</td>
<td>80</td>
<td>$23</td>
<td>$9,200</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Esty St.</td>
<td>North</td>
<td>80</td>
<td>$23</td>
<td>$9,200</td>
<td></td>
</tr>
<tr>
<td></td>
<td>W. Buffalo St.</td>
<td>North</td>
<td>80</td>
<td>$23</td>
<td>$9,200</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chestnut St.</td>
<td>West</td>
<td>260</td>
<td>$23</td>
<td>$29,900</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chestnut St.part 1</td>
<td>East</td>
<td>500</td>
<td>$23</td>
<td>$57,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chestnut St.part 1</td>
<td>East</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(RRFB) Assembly</td>
<td>LF</td>
<td>2</td>
<td></td>
<td><strong>$17,900.00</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>White Paint</td>
<td>LF</td>
<td>500</td>
<td></td>
<td><strong>$3.00</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Contingency</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$336,300</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Future Collaboration with City Streets' Crews/Grant Money/Capital Projects

<table>
<thead>
<tr>
<th>City Block</th>
<th>Street Name</th>
<th>Street</th>
<th>Appr. Length Linear Feet</th>
<th>Cost</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hector St</td>
<td>North/East</td>
<td>7150</td>
<td>$2,500,000</td>
<td>2020</td>
</tr>
<tr>
<td></td>
<td>Cliff Street</td>
<td></td>
<td></td>
<td>100,000</td>
<td></td>
</tr>
</tbody>
</table>
5.3 2024 Water and Sewer Service Connection and Design Review Rates – Resolution

WHEREAS, Chapter 262-41 of the Ithaca City Code authorizes rate adjustments for water service connections, sewer rental fees, and special fees, and

WHEREAS, staff have provided recommended rate adjustments for water and sewer service connection applications and project design review for 2024, now therefore be it

RESOLVED, That the City adopts the following rate changes as of January 1, 2024, and the rates are effective until changed:

**Basic Application for Water & Sewer Service Connection**

Existing - $10 per service application
Proposed for 2024 - $150 per service application

**Basic Rates for Design Drawing Review**

Existing – None
Proposed for 2024 - $250/Project
MEMORANDUM

CITY OF ITHACA

DPW – WATER & SEWER DIVISION
510 FIRST STREET

DATE: 8/10/2023
TO: CA COMMITTEE
CC: MIKE THORNE
FROM: SCOTT GIBSON
RE: City administration Committee – Resolution for Water & Sewer Rate Changes
   Water & Sewer Service Connections and Design Review

PRIORITY: HIGH

To the CA Committee,

Attached, you will please find a resolution to modify our existing rates to apply for water and sewer service connections as well as to add a design review fee to our process. The City has not increased its fee structure from a mere $10/application in approximately 4 decades. We have also never instituted a design review fee which most authorities have as a matter of cause to cover administrative burden, inspections, etc.

We are proposing an increase in water and sewer service application rates from $10/application to $150/application and a new design review fee at $250/project.

If you would be so kind as to add this request to the upcoming CA agenda, we would greatly appreciate it!

Thanks so much.

Scott Gibson

Assistant Superintendent DPW, Division of W&S

SG
5.4 An Ordinance Amending Ithaca City Code Chapter 262-41, “Rates and Terms of Payment”

WHEREAS, Chapter 262-41 authorizes the determination and imposition rates and fees for water service connections and consumption, sewer rental fees, special fees and charges for hydrant service, and

WHEREAS, the Common Council of the City of Ithaca desires to amend Chapter 262-41 of the Ithaca City Code to include a fee for project design review along with minor language changes; now, therefore

ORDINANCE 2023-

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

Section 1. Legislative findings, intent, and purpose.
The Common Council finds the City expends significant resources, including staff time, in reviewing water and sewer project designs involving private connections to the municipal water and sewer system. The purpose of this ordinance is to amend Section 262-41 of the Ithaca City Code to authorize the collection of a fee to offset the costs incurred for project design review, and other similar special fees, and to permit such fees to be adjusted from time to time.

Section 2. Amendments to Chapter 262 of the Ithaca City Code
The following portions of Chapter 262-41 of the Ithaca City Code are hereby amended as follows:

§262-41 Rates and Terms of Payment
   A. The Board shall from time to time determine and fix the rates for water and sewer service connection and consumption, sewer rental fees, special fees including design review, and charges for hydrant service and shall establish such zones and periods of payment as may be desirable.

Section 3. Severability Clause
Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or

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1 Strikethrough indicates removals. Underlining indicates additions.
unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date
This ordinance shall take effect immediately and in accordance with law upon publication of notices as provided in the Ithaca City Charter.
To the CA Committee,

Attached, you will please find an ordinance to amend Chapter 262-41 of the City of Ithaca Code to allow for the collection of fees for design review. The City expends significant resources, including staff time and general administrative burden, reviewing designs for projects that will be connected to the City’s water and sewer system. This ordinance also clarifies that rates may be collected for both Water and Sewer, consistent with past practice.

If you would be so kind as to add this request to the upcoming CA agenda, we would greatly appreciate it!

Thanks so much.

Scott Gibson

Assistant Superintendent DPW, Division of W&S

SG
5.5 An Ordinance Amending Ithaca City Code Chapter 146-5(K)(1), 146-30(C)(1), and 146-38(C) Relating to Certain Fees

WHEREAS, Ithaca City Code Chapter 146-5(K)(1), 146-30(C)(1), and 146-38(C), set forth certain fees for building, plumbing, and electrical permits and inspections; and

WHEREAS, the Common Council of the City of Ithaca desires to amend Chapter 146-5(K)(1), 146-30(C)(1), and 146-38(C) of the Ithaca City Code to streamline the application process, to rationalize fee calculations, to authorize alternative forms of payment and to defray the significant administrative and staff time costs associated with conducting inspections and issuing permits; now, therefore

ORDINANCE 2023-__

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

Section 1. Legislative findings, intent, and purpose.

The Common Council of the City of Ithaca finds as follows:
1. City staff expends a significant amount of time and resources conducting inspections and issuing building, plumbing, and electrical permits.
2. The current fee structure has not been recently updated to adequately defray those costs, leaving the burden to fall disproportionately to City taxpayers instead of the entities seeking and benefitting from such inspections and permits.
3. Updating the fee structure to a percentage of valuation of work or sliding scale as would more appropriately represent the staff time and administrative costs associated with various fees and inspections.
4. The proposed fee structure would better align the City of Ithaca with best practices and fee structures from peer municipalities.
5. The Common Council wishes to authorize the acceptance of online or alternative forms of payment in addition to payment by check or money order, and to authorize the collection of appropriate administrative fees should a user choose to pay online or by such alternative method.

Section 2. Amendments to Chapter 146 of the Ithaca City Code

The following portions of Chapter 146 of the Ithaca City Code are hereby amended as follows:
The text of 146-5(K)(1)(a) is stricken in its entirety and replaced with the following:

Permit fees shall be paid by check, money order, or by such other means as shall be approved by the Director of Planning and Development or their designee; a separate processing fee may be assessed for any such non-check, non-money order form of payment. Fees shall be paid according to the following schedule prior to the commencement of permit review:

### BUILDING AND DEMOLITION PERMIT FEES

<table>
<thead>
<tr>
<th>Total Valuation of the Work</th>
<th>Fee Amount</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0—$5,000</td>
<td>$50</td>
<td>Building Permit is for all types of work: New construction, Alterations, Temporary structures, Tents, Hazardous materials abatement, Site development and paving, etc.</td>
</tr>
<tr>
<td>$5,001—$50,000</td>
<td>1.0% of the total valuation of work</td>
<td></td>
</tr>
<tr>
<td>$50,001—$500,000</td>
<td>0.9% of the total valuation of work</td>
<td></td>
</tr>
<tr>
<td>$500,001—$5,000,000</td>
<td>0.8% of the total valuation of work</td>
<td></td>
</tr>
<tr>
<td>$5,000,001 and greater</td>
<td>0.7% of the total valuation of work</td>
<td></td>
</tr>
</tbody>
</table>

Demolition permit is for removal of an entire structure or a major portion of a structure that is not part of an Alterations project.

The text of 146-5(K)(1)(b)(3) is stricken in its entirety and replaced with the following:

Other inspections and fees related to building construction shall be paid by check, money order, or by such other means as shall be approved by the Director of Planning and Development or their designee; a separate processing fee may be assessed for any non-check, non-money order form of payment. Fees shall be paid according to the following schedule:

### PLAN REVIEW FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee Amount</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultation and Plan review for preliminary or conceptual projects</td>
<td>$75 per hour</td>
<td>Projects for which a building permit application is not ready to be submitted.</td>
</tr>
<tr>
<td>Plan review for projects exceeding $5,000 (where no permit is requested)</td>
<td>50% of permit fee schedule</td>
<td>Fee amount collected shall be applied to total permit fee upon application.</td>
</tr>
<tr>
<td>PERMIT AMENDMENT FEES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>Additional plan review or inspections required by changes to scope of work, additions or revisions to approved plans</td>
<td>Permit fee schedule applied to valuation of completed work</td>
<td>Reconciliation fee to be calculated at Close of Permit.</td>
</tr>
<tr>
<td>Additional plan review or inspections required by changes to scope of work that did not result in an increase in the valuation of the work</td>
<td>$75 per hour for each hour of review, analysis, or inspection</td>
<td></td>
</tr>
<tr>
<td>Requested inspections outside of the Building Division normal business hours</td>
<td>$100 per hour</td>
<td>Minimum 2 hours to be charged per occurrence.</td>
</tr>
<tr>
<td>Building permit renewal for 24 months</td>
<td>$50 or 10% of the original permit, whichever is greater</td>
<td>Building permit may be renewed (or extended) one time only.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PERMIT CLOSING FEES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate of Occupancy, for a building where no permit has been issued</td>
<td>$75 per hour for each hour of review, analysis, or inspection</td>
</tr>
<tr>
<td>Temporary Certificate of Occupancy</td>
<td></td>
</tr>
<tr>
<td>1) First six months</td>
<td></td>
</tr>
<tr>
<td>For building projects with value up to $50,000</td>
<td>$100</td>
</tr>
<tr>
<td>For building projects with value $50,001 and greater</td>
<td>35% of the building permit fee schedule applied to valuation of completed work, or $2,500, whichever is less</td>
</tr>
<tr>
<td>2) After six months</td>
<td>Only one renewal period is allowed, for a final six months.</td>
</tr>
<tr>
<td>For building projects with value up to $50,000</td>
<td>$100</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>For building projects with value $50,001 and greater</td>
<td>50% of the building permit fee schedule applied to valuation of completed work</td>
</tr>
<tr>
<td>Reconciliation Fee</td>
<td>(Permit fee schedule applied to valuation of completed work + applicable Amendment fees noted above) minus original permit fee</td>
</tr>
<tr>
<td>Reconciliation fee to be calculated at Close of Permit, with final sum to be added to or deducted from original permit fee.</td>
<td></td>
</tr>
</tbody>
</table>

The text of 146-30(C)(1)(a) is stricken in its entirety and replaced with the following:

**NEW CONSTRUCTION FEES**

<table>
<thead>
<tr>
<th>Single-family residences:</th>
<th>Application fee of $125 plus $15 per fixture.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple residences:</td>
<td></td>
</tr>
<tr>
<td>Two to Ten units:</td>
<td>Application fee of $150 plus $15 per fixture.</td>
</tr>
<tr>
<td>Eleven to Twenty units:</td>
<td>Application fee of $300 plus $15 per fixture.</td>
</tr>
<tr>
<td>Twenty-one units or more:</td>
<td>Application fee of $600 plus $15 per fixture.</td>
</tr>
<tr>
<td>Commercial or other plumbing work:</td>
<td></td>
</tr>
<tr>
<td>Under $25,000:</td>
<td>Application fee of $300 plus $20 per fixture.</td>
</tr>
<tr>
<td>$25,000—$100,000:</td>
<td>Application fee of $450 plus $20 per fixture.</td>
</tr>
<tr>
<td>$100,001—$500,000:</td>
<td>Application fee of $700 plus $20 per fixture.</td>
</tr>
<tr>
<td>Over $500,000:</td>
<td>Application fee of $1,000 plus $20 per fixture.</td>
</tr>
</tbody>
</table>

The text of 146-30(C)(1)(b) is stricken in its entirety and replaced with the following:

**FEES FOR RENOVATIONS AND ADDITIONS**

<table>
<thead>
<tr>
<th>Single-family residences:</th>
<th>Application fee of $100 plus $15 per fixture.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple residences:</td>
<td>Application fee of $150 plus $15 per fixture.</td>
</tr>
<tr>
<td>Commercial or other plumbing work:</td>
<td>Application fee of $300 plus $20 per fixture.</td>
</tr>
</tbody>
</table>

The text of 146-38(C) is amended as follows: 

C. Permit fees shall be paid before a work permit is authorized. Permit fees shall be accepted by the Building Division Department Permit Clerk by check, or money order, or by such other means as shall be approved by the Director of Planning and Development or their designee; a

---

1 Strikethrough indicates removals. Underlining indicates additions.
separate processing fee may be assessed for any such non-check, non-money order form of payment. The electrical permit fee schedule shall be posted in the office of the Building Division.

(1) Any amendment to the application upon which the work permit has been issued must be filed and an amended work permit obtained. If there is an increase in the value of the project, an additional fee shall be paid for that increase based on the posted work permit fee schedule.

(2) Work permit fees shall be set according to the following schedule filed in the office of the Director of Planning and Development, which shall be subject to modification from time to time as determined by the Director of Planning and Development, and shall be available for public inspection.

Section 3. Severability Clause
Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date
This ordinance shall take effect on September 18, 2023 and in accordance with law upon publication of notices as provided in the Ithaca City Charter.
MEMO TO CITY ADMINISTRATION

July 12, 2023; Revised August 8, 2023

Proposed Building Division Permit Fee Schedule 2023

Overview of the Revision to Building Permit Fees

The Planning, Building, Zoning and Economic Development Department has been reviewing options for updating the fees associated with administering the development of projects in the City of Ithaca. The Building Division is also poised to “Go Live” with building permit applications using the City’s new online multi-department format hosted by OpenGov. It is our proposal to introduce the new fee schedule to be rolled out at the same time.

The first change in the building permit fee schedule is to raise the base fee amount from $35 to $50, which is on par with other municipalities. The $50 fee will cover work with a total valuation of construction work up to $5,000. The intent of the new fee schedule is to streamline the application process and make the fee calculation easier to understand. The online application includes a separate processing fee, assessed by OpenGov, to cover the administrative costs associated with credit card or e-check payments. This processing fee is calculated as a straight percentage of the valuation of the construction work. With that in mind, the new fee schedule would also be calculated as a straight percentage of the valuation of the construction work: the applicant would no longer need to round up the construction cost to the nearest $1,000 and assess a fee at $7 per $1,000.

The new fee schedule is also set up on a sliding scale. Under the current City of Ithaca flat rate fee schedule, the fees collected on the ultra-large construction projects are essentially subsidizing the fees for the typical small-scale projects. It is often the case that a small-scale project requires a large amount of time and effort from the Building Division staff but does not generate sufficient revenue to cover the expense. By instituting a sliding scale where the fees for small-scale projects are assigned a higher-percentage valuation of cost, the expense associated with code administration for these smaller projects may be more sustainable.

As a note of comparison, the 2022 fees received for permits at the Building Division were about $1.3 million. This amount was based on a $35 base fee for projects up to $5,000 and a flat rate fee of $7 per $1,000 for projects greater than $5,000. Using the 2022 final project cost of $185M and assessing a permit fee based on the proposed sliding scale, the total fees to be collected would be about $1.4 million – a $100,000 increase.

The City Electrical Inspector and City Plumbing Inspector have completed a similar update to the respective fees for each trade. The electrical permit and inspection fees have been simplified and increased to reflect the administrative costs for enforcement. The plumbing permit and inspection fees have been increased to reflect the administrative costs for enforcement and are on par with fees from other municipalities.

“An Equal Opportunity Employer with a commitment to workforce diversification”
Proposed Amendment – In the Code of the City of Ithaca, Delete Section 146-5K(1) Building Permit Fees, and Section 146-30C(1) paragraphs (a) and (b) Plumbing Permit & Inspection Fees and Replace with updated Fee Schedules as outlined in Proposed Ordinance 2023-__; Revise the text of Section 146-38C and Section 146-38C(2) Electrical Permit Fees as indicated in Proposed Ordinance 2023-__. Please refer to the attached document.

Proposed Implementation Schedule – All Building Permit, Electrical Permit, and Plumbing Permit Applications to be processed through OpenGov, and the updated Fee Schedule to become effective starting Monday, September 18, 2023, at 8:00 am.
6.1 Resolution Ithaca Gun Smokestack – Funding Request for Structural Evaluation

ITHACA GUN COMPANY SMOKESTACK – FUNDING REQUEST FOR STRUCTURAL ANALYSIS

WHEREAS, as stated in Plan Ithaca, the City’s comprehensive plan, it is the City’s goal that “all historic resources worthy of preservation will be protected, whether formally designated or not;” and

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

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

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

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

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

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

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

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

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

RESOLVED, the City allocates an amount not to exceed $18,000 from existing funds in the Planning and Building Department’s 2023 authorized budget for this use.
TO: Mayor Lewis and Members of Common Council  
FROM: Bryan McCracken, Historic Preservation and Neighborhood Planning and Secretary, Ithaca Landmarks Preservation Commission  
RE: Ithaca Gun Company Smokestack - Funding Request for Structural Analysis  
DATE: August 9, 2023

At the June 1, 2023, meeting, Common Council agreed to partner with Visum Development Group (developer) to commission an existing conditions assessment of the Ithaca Gun Company smokestack and authorized staff to work with the developer to identify a qualified consultant to complete this work. After receiving this authorization, staff worked with the developer to identify a consultant that met the qualifications outlined in The Breeze: Amended and Restated Redevelopment Agreement and could prepare a thorough existing conditions report. The consultant had to possess “professional qualifications and expertise relevant to the examination and preservation of historic structures,” and the report had to assess the existing condition of the smokestack, identify deficiencies impacting its long-term survival, and provide cost estimates for any required and/or recommended stabilization or repair work. Four estimates were reviewed, and Vertical Access, a Tompkins County-based consulting firm, was identified as the preferred consultant based on their professional qualifications and the scope of their proposed report. A copy of their proposal is attached for your reference.

Vertical Access proposes a fee of $33,137 to complete the existing conditions assessment of the Ithaca Gun Company smokestack. If the field work is performed between November 15th and March 15th, a 20% surcharge will be applied to the contract to allow for additional costs associated with winter restrictions, additional coordination and uncertainty due to weather conditions. The fee with this surcharge is $35,480. As stated in The Breeze: Amended and Restated Redevelopment Agreement, the City may contribute one-half of this cost.

Common Council is now asked to commit to paying one-half of the cost of the existing conditions assessment and allocate an amount not to exceed $18,000 from the Planning and Building Department’s authorized budget for this use. The requested amount accounts for the off-season surcharge; however, it is expected that the work will be completed before November 15th, thereby eliminating the need to pay this additional fee. The City’s contribution in this scenario would be $16,5569. A resolution is attached for the Council’s consideration.

Staff will attend the PEDC meeting on August 16, 2023, to answer questions, but please contact me at bmccracken@cityofithaca.org if I can assist you prior to the meeting.
Proposal

Ithaca Gun Smokestack
Ithaca, NY

Vertical Access LLC
PO Box 4135, Ithaca, NY 14852
Tel: 607 257 4049 / Fax: 607 257 2129

Proposal Date: September 1, 2022; revised June 22, 2023; revised July 5, 2023; revised July 17, 2023

Client: Visum Development

Client Contact: Russ Riddell

Client Address: 226 Cecil Malone Drive, Suite 3, Ithaca, NY 14850

Project Name: Ithaca Gun Smokestack Assessment

Project Address: Lake Street, Ithaca, NY

VA Project No.: 22-2642

Project Purpose: Assist Visum Development Group and the City of Ithaca with the evaluation of the Ithaca Gun Smokestack by performing a hands-on inspection of the interior and exterior of the structure and providing an assessment report with recommendations and schematic cost estimate.

Proposed Scope, Terms and Conditions:

Services: Vertical Access (VA) will perform its services consistent with the skill and care ordinarily applied by similar architects, engineers and technicians performing similar services at the same time and in the same locality. VA will provide a minimum of two personnel on site at all times when performing its services, and will provide all of the equipment necessary to conduct the following scope of services:

To perform an evaluation of the Ithaca Gun Smokestack, VA will complete the following tasks:

- Operate unmanned aerial vehicles (UAV, or drones) to collect imagery of the exterior of the smokestack. The imagery will be used to develop orthophotographic views of the smokestack as backgrounds for documenting conditions as well as an initial understanding of the existing conditions. The drone imagery will help document the condition of the concrete cap at the top of the smokestack.
- Following the preparation of orthophotographic elevation views of the exterior of the smokestack, VA will perform a hands-on survey of the exterior and interior of the
smokestack. During the hands-on inspection, VA will hammer sound the masonry and probe with hand tools as necessary to determine the condition of the materials.

- During the inspection VA will take mortar samples for analysis by others at a later date if necessary.
- Prepare a *Condition Assessment Report with Recommendations* (see Documentation and Deliverables below).
- Provide schematic cost estimate for repairs based on the assessment findings.

VA will not provide any construction services, including, without limitation, demolition, repair, altering, painting, cleaning, or masonry pointing.

**Documentation:**
VA will document existing conditions using digital still color photography keyed to annotated drawings. To record existing conditions, VA will utilize its own Tablet PC Annotation System (TPAS®) that allows on-site annotation directly in AutoCAD. VA developed TPAS to input both graphical and numerical data directly into AutoCAD, on site, using tablet computers and digital cameras. More information about TPAS may be found on our website: [http://www.vertical-access.com/tpas.html](http://www.vertical-access.com/tpas.html). Vertical Access’ Conditions Glossary showing the material libraries used with TPAS can also be found on our website: [http://www.vertical-access.com/glossary.html](http://www.vertical-access.com/glossary.html).

With TPAS, existing conditions data are noted graphically in AutoCAD, facilitating interpretation and diagnosis of fault patterns and failure mechanisms. In addition, numerical data pertaining to the faults identified, such as crack length and width are also recorded, in attribute tag format. Areas in disrepair or with other notable conditions will be photographed with the photographs keyed to the background image in the AutoCAD file.

**Deliverables:**
(1) Condition Survey Report: Following the survey, VA will prepare a *Condition Assessment Report with Recommendations* based on its field observations. The report will include a written narrative summarizing the findings and providing repair recommendations, color photographs of representative conditions, annotated elevation drawings and a spreadsheet listing the numerical quantities of each condition identified. The report will not include cost estimates.

VA will provide the report in digital formats. Digital files will include a full *Condition Survey Report* in PDF format, the Report Narrative in PDF format, JPG image files of all survey photographs, annotated elevation drawings in AutoCAD DWG and PDF formats and spreadsheet quantities in Microsoft Excel XLS format. Client may make copies of the *Condition Survey Report* from the digital files provided.

**Total Project Fixed Fee**

$ 33,137

**Note:** If the field work is performed between November 15th and March 15th, 20% will be added to the site services labor portion of the fixed fee to allow for additional costs.
associated with winter restrictions, additional coordination and uncertainty due to weather conditions. The total fee with this “winter surcharge” is $35,480.

**Exclusions:**
This Fixed Fee proposal does not include permitting for, or provision of, any sort of site protection or bridging, all of which, if required, will be provided by others as may be necessary to protect the public.

This Proposal will remain valid for a period of sixty (60) days and may need to be re-negotiated after that time.

**Access to Designated Locations:**
Vertical Access (VA) personnel utilize industrial rope access techniques to allow hands-on access in order to perform a close visual examination and hammer-sounding of designated areas. Industrial rope access systems rely on double rope techniques to safely gain access to a variety of structures. Technicians will tie off ropes to structural members, and descend on two fixed lines to perform the investigation. In general terms, technicians are suspended on one rope termed the “work positioning” line with a redundant “fall protection” line used as backup. Hands-off descent control and fall protection devices are integrated into site-specific rigging systems, along with industry-specific climbing and suspension harnesses.

**Access to Designated Locations for UAV flight:**
Vertical Access (VA) will operate its UAV under Federal Regulations 14 CFR Part 107. The Ithaca Gun Smokestack is located within Class D Restricted airspace, requiring an authorization from the Federal Aviation Administration per 14 CFR Part 107.41]. Airspace designation may change between the submission of this proposal and the anticipated date of fieldwork. VA cannot guarantee that an application for an Airspace Authorization will be approved by the FAA.

In accordance with applicable law, Vertical Access is responsible for the safety of its own employees and will develop a site safety plan prior to beginning services at the building site.

**Client Responsibilities:**
(1) The Client shall, or, if applicable, shall require that the site owner, prevent its own employees and members of the public from walking or gathering below an area where work is being performed by VA. Client recognizes that it may be necessary to close certain pedestrian paths and public spaces surrounding and within the structure and will take all reasonable measures to do so. Client shall release VA from claims, and shall indemnify and defend VA from and against any claim of whatever kind and nature arising from Client’s failure to perform its responsibility under this paragraph.

(3) Prior to scheduling the survey, the Client shall provide documentation of existing equipment and safety protocols for working in proximity to the structure, if any, including but not limited to hazardous materials.
(4) The Client shall inform VA of the presence of wildlife at the project site, including but not limited to birds of prey and species protected by state or federal law.

Insurance:
(1) Vertical Access carries $2,000,000 of Professional Liability insurance and $1,000,000 of General Liability insurance, in addition to statutory requirements for Workers’ Compensation and Disability coverage. A $5,000,000 Umbrella policy and General Liability for UAV operations are also in effect. Prior to providing any services on the site, VA will provide certificates of such insurance to Client. The certificates shall show Client as an additional named insured on the general liability and umbrella policies.

(2) Client shall provide $2,000,000 in general liability insurance and shall name VA as an additional insured on the general liability policy. Client waives subrogation in favor of VA. At least one week in advance of VA’s commencement of services at the site, Client shall provide certificates of such insurance to VA. Receipt of the certificates constitutes a condition precedent to VA’s commencement of services at the site.

Limitation of Liability:
To the fullest extent permitted by law, Project Client agrees to limit Vertical Access’ liability to the Client for any and all injuries, claims, losses, expenses, or damages, arising out of or in any way related to the Project or this agreement from any cause or causes, to $50,000.00 or the amount of compensation that VA receives under this Agreement, whichever is higher. This limitation of liability shall apply regardless of the cause of action or legal theory pled or asserted.

Mutual Indemnity:
To the fullest extent permitted by law, Client and VA shall each hold the other harmless and indemnify the other for all damages and losses of whatever kind and nature arising under or arising out of this Project, but only to the extent that they are caused by the fault or negligence of the indemnifying party.

Consequential Damages:
VA and the Client waive consequential or special damages for claims, disputes or other matters in question arising of or relating to the Project or this Agreement.

Project Schedule:
Project schedule to be determined. Vertical Access will schedule the services only after receiving a signed proposal from Client or otherwise executing a written contract with Client.

Payment Schedule:
Vertical Access will invoice 25% of the total project fee upon signing of contract and the balance upon submittal of deliverables. Invoices are due and payable upon receipt. VA will charge interest at the rate of 6% per annum for any amount, not subject to a reasonable dispute, which is unpaid after forty-five (45) days.
Submitted by:

Vertical Access LLC

By: ______________________________________

Name:___________________________________________

Date: ______________________________________

Acceptance of the Proposal

The above prices, terms and conditions of this Proposal are satisfactory and hereby accepted. Vertical Access is hereby authorized to undertake the services set forth herein and payment will be made as outlined, above. Client’s signature below creates a binding agreement between VA and Client, which agreement represents the entire and integrated agreement between the VA and Client and supersedes all prior negotiations, representations, or agreements either written or oral; however, any changes made to this Proposal by Client without VA’s written acceptance shall render this Proposal null and void.

Accepted by:

Visum Development

By: ______________________________________

Name:___________________________________________

Date: ______________________________________
PLANNING & ECONOMIC DEVELOPMENT COMMITTEE

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

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

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

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

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

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

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

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

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

Therefore be it:

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

From: Rebecca Evans
To: Common Council
Date: August 30, 2023
Subject: City of Ithaca Distributed Energy Resource Plan

The purpose of this memo is to provide information on the proposed Distributed Energy Resources (DER, The Plan) plan to support the Tompkins Green Energy Network (T-GEN), the City and Town of Ithaca’s developing Community Choice Aggregation (CCA) plan. Consistent with the January 2023 Public Service Commission (PSC) order, municipalities must locally adopt any voluntary investment programs associated with new CCA programs.

A joint information session on the DER Plan was held on Wednesday, August 23rd with both the Town Board and Common Council, where an overview of the plan was given and questions were asked and answered. You can find the recording of the session here: https://www.youtube.com/watch?v=ST6prmMsBPl&ab_channel=TownofIthacaPublicMeetings

DERs, A Reminder
Distributed Energy Resources, or DERs, are efficiency, electrification, and/or power generation and storage units on the consumer side of the electric meter. Common examples of DERs are solar arrays, hydrogen fuel cells, geothermal loops, and battery storage. Less common examples that are included in Ithaca’s DER plan for cooperative investment include electric vehicles, heat pumps, and demand response and virtual aggregation technologies. The purpose of including a DER plan to compliment CCA is to increase the local deployment of renewable energy technologies to avoid costs associated with electricity grid infrastructure investment, avoid problems associated with traditions Renewable Energy Certificates, and decrease carbon emissions.

DERs & the Grid
DERs are valuable tools when trying to reach net-zero emissions. Not only do they decrease the total electricity required to be purchased from the utility, they also avoid costs otherwise required to upgrade grid infrastructure (substations, transformers) as a result of electrification of buildings and vehicles; without DERs those costs would be passed on to rate payers.

Ithaca’s DER Plan, Abridged
The proposed DER plan provides a pathway for cutomers’ voluntary investment in renewable energy, electrification, and efficiency technologies. The pathway supports both individual investment and cooperative investment. The CCA Administrator will coordinate investment among cooperative customers, according to the following steps:

1. T-GEN Administrator will engage with DER Lenders to provide loans to customers.
2. Lenders then provide the Administrator with data for tracking DER performance and customer ROI.
3. DER systems are designed based on priorities of the customer or cooperative.
4. With City oversight, the Administrator drafts legal agreements between investors, site owners, and users.
5. Administrator manages procurement of the technology on behalf of the customer/s.
6. Cooperative members received monthly dividend based upon legal agreements.

Responsibilities According to The Plan

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer engagement and education</td>
<td>CCA Administrator</td>
</tr>
<tr>
<td>Produce draft template legal agreements between customer cooperatives</td>
<td>CCA Administrator</td>
</tr>
<tr>
<td>Final approval of legal agreements</td>
<td>CCA Administrator</td>
</tr>
<tr>
<td>Ongoing program oversight and staff reports</td>
<td>City of Ithaca Staff</td>
</tr>
<tr>
<td>Development of process for CCA Admin. to propose DER technologies for government operations</td>
<td>City of Ithaca Staff</td>
</tr>
<tr>
<td>Manage all electric, gas, and DER supplier procurement</td>
<td>City of Ithaca Staff</td>
</tr>
<tr>
<td>State regulatory compliance</td>
<td>City of Ithaca Staff</td>
</tr>
<tr>
<td>Data collection, analysis, and reporting</td>
<td>City of Ithaca Staff</td>
</tr>
<tr>
<td>Manage customer website, call center, and online account center</td>
<td>City of Ithaca Staff</td>
</tr>
<tr>
<td>Manage DER ledger</td>
<td>City of Ithaca Staff</td>
</tr>
</tbody>
</table>

Rebecca Evans will be present at the September 6\textsuperscript{th} meeting of the Common Council to provide any additional context that may be needed and to answer any questions. In the meantime, please do not hesitate to reach out via email at revans@cityofithaca.org
"THE POWER OF COMMUNITY"
What Is Community Choice Aggregation?

**ELECTRICITY**
CCA procures clean energy sources

**DELIVERY**
Investor-owned utility delivers energy and maintains the grid

**CUSTOMER**
Gets cleaner energy, local control and competitive rates
Ithaca CCA
Progress & Timeline

CCA Implementation Plan

- Initial contract with Local Power: 6/22
- Council adopts CCA-enabling Local Law: 10/22
- DPS announces changes coming to CCA regulations: 1/23
- DPS releases final CCA regulations: 5/23
- PEDC: 6/23
- Plan Received: 8/23
- Common Council: 9/23
- Public outreach: 7-10/23
- Opt-out notification: 5/24
-支架 enamel ESCO: 6/23
- Circulation & public comment: 7/23
- Administrator selection: 9/23
- ESCO RFP: 9/23
- Council approval of ESCO contract: 1/24
- Customer enrollment: 6/24
How Does T-GEN Progress IGND Goals?

What T-GEN Will Do

- Purchase electricity & gas on behalf of residents & businesses
- Provide pathways for renewable energy investment
- Provide pathways for the development of microgrids
- Eliminate Scope 2 emissions or 47,628 MT CO2e
- Provide transparency in renewables market and avoid EJ issues associated with RECs

What T-GEN Won't Do

- Replace transmission or distribution infrastructure
- Eliminate delivery rate increases
- Replace NYSEG
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Service</td>
<td>Default electricity and natural gas supply for all T-GEN customers</td>
</tr>
<tr>
<td>Cooperative</td>
<td>A group formed by T-GEN customers to mutually invest in Distributed Energy Resources (DERs)</td>
</tr>
<tr>
<td>Department of Public Service (DPS) &amp;</td>
<td>Responsible for ensuring safe and reliable access to utilities in NYS, as well as setting utility rates. DPS is the staff arm while the PSC consists of appointed members.</td>
</tr>
<tr>
<td>Public Service Commission (PSC)</td>
<td></td>
</tr>
<tr>
<td>Distribute Energy Resources (DERs)</td>
<td>Local renewable energy projects or energy efficiency measures (e.g. solar)</td>
</tr>
<tr>
<td>Lender</td>
<td>Local financial institution that is pre-qualified to provide loans to DER customers</td>
</tr>
<tr>
<td>Master Implementation Plan</td>
<td>The document submitted to the NYS Public Service Commission as part of the approval process for a CCA Administrator</td>
</tr>
<tr>
<td>Vendor</td>
<td>DER providers/developers</td>
</tr>
</tbody>
</table>
T-GEN customers have the option to collectively or individually invest in DERs through loans provided by an approved Lender.

By collectively investing, customers can achieve economies of scale.
Why Is Voluntary Investment Valuable to Customers?

- Net greenhouse gas emissions reduction
- Financial savings (users & owners)
- On-site renewables
- Resiliency in the event of a blackout (renewables & storage only)
Why Is T-GEN's DER Plan Valuable to the City?

But this allows the building to temporarily power itself.
Why Is T-GEN's DER Plan Valuable to the City?

The microgrid could balance out fluctuations in grid voltage or frequency.
Why Is T-GEN's DER Plan Valuable to the City?
"THE POWER OF COMMUNITY"

Tompkins Green Energy Network

Rebecca Evans
Director of Sustainability
revans@cityofithaca.org
CITY OF ITHACA

LOCAL DISTRIBUTED ENERGY RESOURCE PLAN

FOR COMMUNITY CHOICE AGGREGATION

Introduction

The City of Ithaca approved a Local Law establishing a Community Choice Aggregation (CCA) program in 2022 to achieve city-wide decarbonization through Distributed Energy Resources (DERs), which are locally sited renewable energy and energy efficiency measures, and inviting the participation of other Tompkins County municipalities. The purpose of this document is to present to the City of Ithaca Common Council the next “step” in the process for the formation of the CCA: the approval of the City of Ithaca Local DER Plan for CCA (“Local DER Plan”). This document refers to sections of the approved 2022 Local Law, italicized and with the “§” symbol for citation. Definitions of terms appear at the bottom of this document.

The Local DER Plan reflects recognition of the limitations of city-wide decarbonization through Renewable Energy Certificates (RECs) that are referred to as “green” or “renewable” centralized grid power and “net metering.” Instead, the Plan follows a self-consumption strategy for DER design that seeks to provide (1) savings to DER users and (2) a return on investment to DER owners, resulting from the avoided cost of natural gas, electric grid power and vehicle fuel purchasing relative to the cost of DER installation, operation, and administration.

The Local DER Plan recognizes that the goals of the City’s Green New Deal program depend upon the effective engagement of energy consumers that live and work here. The Plan recognizes obstacles to engagement, and seeks collaboration between the City and Town of Ithaca to simplify and standardize participation so that all residents and businesses are eligible and have the opportunity to participate. To be inclusive, the Plan employs both individual investment and cooperative investment.

The Local DER Plan is built upon the CCA policy that organizes a form of cooperation through aggregation of energy demand, and the collective purchasing of electricity and gas supply through the passive mechanism of opt-out enrollment. The Local DER Plan will result in a program that offers each CCA supply-enrolled customer an entirely voluntary option to become Site Owners and/or Users of DERs: a deliberate facilitation to reduce the amount of grid power and natural gas supplied to the CCA customer. Use of
DER-connected electric vehicles (EVs) will also physically reduce gasoline and diesel use.

By uniting these functions under the Local DER Plan, the City enables an organized and deliberate transition from electricity supply to DERs for all "addressable" sources of carbon: power, heat, transportation, and waste.

In 2023, the New York Public Service Commission (PSC) issued changes to existing rules and created new rules for CCA programs. One of the changes places voluntary DER Provider processes under the control of local municipalities, rather than under the jurisdiction of the PSC, with which businesses must register in order to serve as DER Providers in New York. The City of Ithaca defined its CCA program through an act of Local Law, including a detailed approach by the CCA Administrator to plan DER activities. Inclusive of new changes to PSC rules for CCA in New York, the City’s steps following the (1) passage of the Local Law in 2022, will be (2) adoption of this Local DER Plan, (3) selection of a CCA Administrator and its Master Implementation Plan, (4) participation in communication and outreach for the Local DER Plan, and (5) selection of electricity and gas supply following RFPs submitted by the CCA Administrator.

**Distributed Energy Resources (DER) as Authorized by the Local Law**

In 2022, the City of Ithaca and Town of Ithaca also adopted similar CCA Local Laws to create a CCA program, define its purpose, articulate a structure, and authorize activities of the City and a CCA Administrator to implement the program. DER as introduced in the Local Law is as follows.

*The City of Ithaca has long demonstrated its commitment to sustainability and community-wide greenhouse gas reduction from energy use, transportation, land use and waste management. On June 5, 2019, the City established a goal of achieving a carbon neutral city by 2030, including requirements to eliminate greenhouse gas emissions from energy use and electricity generation. On May 5, 2021, the City adopted a new Energy Code Supplement. On November 3, 2021, the City established a goal to increase energy efficiency and reduce greenhouse gas emissions from energy use in existing buildings by promoting city-wide Energy Efficiency Retrofitting and Thermal Load Electrification. Following electrification of thermal loads, electricity use will become one of the most significant contributors to local greenhouse gas emissions in new and existing buildings.*

*For the City to reduce greenhouse gas emissions from electricity use in existing buildings it is necessary to enable access to reliable and affordable “24/7*
carbon-free electricity (“CFE”).” For the City to promote access to CFE, it may choose to accelerate the deployment of Distributed Energy Resources (“DER”) such as solar photovoltaic panels and energy storage systems, as well as to examine the retail energy markets and increase participation of “Eligible Consumers” in those markets. Among the foremost policies and models to increase access to affordable CFE in the state of New York is Community Choice Aggregation (“CCA”), which allows local governments to determine the supplier(s) of electricity on behalf of Eligible Consumers.

This Local DER Plan is a voluntary act of the City of Ithaca to further define, support, and promote the program implemented by the CCA Administrator, and to cooperate with the CCA Administrator in DER ownership opportunities within the City. This Local DER Plan creates a process for municipal support and oversight of DER activities by the CCA Administrator. This plan also defines the method of compensation for a CCA Administrator for DER implementation, the specific figures for which will be determined by negotiation with a CCA Administrator that is selected to run the program.

Based upon the City of Ithaca’s adopted CCA Local Law, the Local DER Plan specifies how the DER components not under the standard template procedure updated under the new PSC rules changes for selecting the CCA Master Implementation Plan will be implemented by the CCA Administrator. The Local CCA Plan further specifies how the City will provide support for CCA and DER programs to launch and maintain continuing DER development for the duration of the program.

As the Local Law specifies, this program is authorized in part by the PSC and in part by the City of Ithaca, under both Local Law and New York State PSC CCA and DER rules and procedures.

§2.L. “This Chapter establishes a program (“CCA Program”) that enables the City of Ithaca, in conjunction with the Town of Ithaca and any other municipal governments in Tompkins County who may elect to join the CCA program at a later date, to work together using a shared purchasing model to put out for bid the total amount of electricity and natural gas being purchased by Eligible Consumers within the jurisdictional boundaries of participating municipalities. The program will offer service to every Eligible Consumer in its service territory, including Municipal Accounts.”

§2.N. “The City of Ithaca is authorized to implement this CCA Program pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice
Aggregation Programs (issued April 21, 2016) as may be amended, including subsequent orders of the Public Service Commission (PSC) issued in connection with or related to Case No. 14-M-0224, to the extent that orders related to Case No. 14-M-0224 enable actions by the City of Ithaca.”

The Local DER Plan reflects the Local Law in using a CCA Administrator to manage the CCA and DER activities on behalf of the City.

§3.C. “The City of Ithaca may select a third party as CCA Administrator [for] such purpose to the full extent permitted by the Order, as set forth more fully herein, and shall include a process for other municipalities in Tompkins County to join the CCA.”

The CCA Administrator will implement a city-wide DER voluntary investment program.

§2.K. “The CCA Administrator will administer energy services in a manner that expands access to solar and other Distributed Energy Resources by offering optional enrollment of Eligible Customers in voluntary investments in DER. The CCA Administrator should administer a bookkeeping, financing and Customer engagement umbrella for any resident, business or municipality joining the regional aggregation.”

This program will employ standard agreement templates that the CCA Administrator will draft for co-investment by different kinds of customers for different kinds of DERs. The CCA Administrator will submit proposed templates to a designated City representative for a sign-off before they are made available to prospective DER voluntary investors. Proposed templates will be adapted to customer and DER types to provide a voluntary investment opportunity for any type of electricity or gas customer who has been enrolled in CCA supply and elects to invest in Shares of DERs.

This program does not seek to form a utility and will not seek to build conventional transmission lines. Transmission/delivery will continue to be the responsibility of New York State Electric & Gas (NYSEG).

§3.L. “The operation and ownership of the utility service shall remain with the Distribution Utility. The City of Ithaca’s participation in a CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The City of Ithaca shall not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service but will instead negotiate with Suppliers on behalf of Eligible Consumers.”
The core decarbonization mission as stated in the Local Law, and implementable through the Local DER Plan, is to decarbonize buildings with interoperable DERs designed for self-consumption, including appliance automation, demand dispatch, nanogrids, microgrids, thermal loops, micro-districts and mini-districts, on and where desired and feasible within properties, and between adjoining properties throughout the City. It is the purpose of this program to design and install DERs in a manner that significantly reduces DER Users’ demand of greenhouse gas-producing heating and transportation fuels, by providing a majority of Users’ energy needs with onsite DERs. It is also the intention of this plan, where desired and feasible, to install EV chargers at or near DER sites on sidewalks, public properties and municipal rights of way, as well as on municipal properties and meters. This program establishes a planning process between the CCA Administrator and City of Ithaca to accomplish this mission.

This program is city-wide, extending eligibility for DER share ownership to all community members, encompassing power, heat, transportation and waste. A robust and cooperative relationship between the CCA Administrator and the City is a critical component for a successful local energy transition. Most people cannot do this alone. Engagement must be actively supported and coordinated in a sustained manner to provide public awareness of the CCA DER program and effectively engage residents and businesses over time.

The CCA Administrator will provide similar work for other municipalities that join the City and Town of Ithaca, or with a group formed by Intermunicipal Agreement (IMA) if one is created. Details on a potential IMA follow in subsequent sections.

§1O. “Furthermore, the CCA Administrator may provide direct technical support to other member municipalities who need assistance analyzing data, identifying DER sites, engaging customers in voluntary investment, and prequalifying contractors to bid on projects.”

Description of City of Ithaca Local DER Plan for CCA

I. Approach

The Local DER Plan will offer universal eligibility for sharing of Distributed Energy Resources (DERs), in order to localize investment and economic benefits for energy Users and co-investors in their neighborhood and City. In addition to administering a conventional CCA electricity and gas supply program under PSC oversight, the CCA Administrator will administer a local DER program under municipal oversight, consistent with the 2023 PSC Order.
The program offers a broad range of technologies configured for maximum physical decarbonization across all four sectors of “addressable carbon.” A broad sector of options in electricity, heating and cooling, transportation, and waste provides people with more choices and flexible ways to participate, and higher levels of participation to reach climate goals.

The program is focused on community and online engagement and robust use of municipal communication platforms to provide ongoing education and outreach, in order to both inform and simplify participation for all community members.

The program is focused on physical sharing by neighbors and collocation of DERs in order to achieve economies of scale to increase the affordability of DER technologies for more people, which can also increase participation.

The program is focused on DER systems design for onsite consumption in order to 1) avoid imposing costs on distribution utility customers, and 2) minimize grid upgrade delays by the utility. This approach facilitates the accelerated installation of DERs by a greater number of customers than would otherwise be feasible under conventional net metering programs and is more appropriate for city-wide approaches to decarbonization.

Finally, the program’s inclusiveness enables a multi-site acquisition approach to DER development in order to achieve a desired scale of climate impact in a timely way.

II. Decarbonize All Addressable Carbon through DER

Paths to decarbonizing electricity are blocked by the legacy energy system. The grid has reached its limits as a business model and is itself a cause of carbon emissions as a result of losses during energy transmission and the need for spinning reserves. Much of a building’s energy requirements can be generated on-block, making strictly centralized business models of renewables, like net metering, increasingly economically obsolete. REC trading regimes dilute carbon benefits, cause new environmental justice issues, confuse consumers and undermine public trust in renewables as a climate pathway. Energy from renewable technologies is already competitive with market power, and much more stable in price. Sharing technologies like electric vehicle sharing and renewable nanogrids, microgrids, thermal loops, micro-districts and mini-districts are widely demonstrated niche markets. An effective program for engaging voluntary investors and helping them design and solicit DERs can reduce engineering costs to make DER even more competitive in price, in order to increase participation levels. The CCA Administrator is charged with this physical transition of building decarbonization as defined in the Local Law.
§3M. “To create the necessary capacity to run the program, this Chapter establishes a third party based process, using a CCA Administrator to manage a community-wide energy transition, administer multiple suppliers and community-owned DERs on a citywide, building-by-building and block-by-block level in the City of Ithaca, and offer support to other subsequent municipalities that join the CCA program, to facilitate enrollment, reporting and bill processing for voluntary investment by residents and businesses within their jurisdictional boundaries.”

The CCA Administrator will engage DER Lenders to provide loans for DER, establishing a process to track performance of a customer’s DER investment including a list and analysis of DER costs, avoided energy costs, and net savings.

§3E. “The CCA Administrator may act as Energy Loan Account administrator to engage, prequalify, list, and track the performance of the loan accounts of Eligible Consumers who elect to voluntarily invest in DERs.”

A. Aggregating Local DER Demand

Third party DER Providers are siloed by technology, dependent on utility tariffs, and are often either not advanced enough in their technology applications (e.g., stand-alone solar PV), or are prohibitively expensive for many consumers (e.g., solar PV plus a wall battery). Disorganized customers generally lack information to choose or evaluate advanced local renewable energy systems. Disintegrated energy choices in current markets separate decision-making about electricity, heat, transportation, and waste into isolated acts. Disaggregated customers lack market power to achieve project economies of scale, and often cannot afford additional engineering costs associated with more advanced DERs.

The CCA program approach to these decarbonization challenges is to engage Users in replacing multiple fossil fuel uses with DERs onsite or in the neighborhood. Renewable electricity sharing systems require cooperation in a building. Power and heat sharing systems require aggregation and facilitation. Sharing in a neighborhood requires an agreement between DER Users and interested neighbors. Changes in waste management practices and public sector energy projects require ongoing coordination between a municipality, local and regional agencies and service providers. The CCA Administrator will prioritize the support of local agencies and services in order to facilitate coordination of DER investment.

B. Serving “All Energy”

The CCA DER program will decarbonize city-wide through diversified local DER investment to decarbonize power, heating and vehicles through electrification bundled with onsite renewables
and efficiency measures. On a parallel track, the program will seek to help local waste managers decarbonize waste management through waste separation and conversion practices. DER measures by carbon source include:

- **Onsite renewable plug loads**
  - Onsite renewable microgrid
  - Onsite renewable nanogrid
  - Energy efficiency measures
  - Appliance integration
  - EV integration

- **Onsite solar electric powered, geothermal, and solar heat**
  - Thermal loops, micro-districts, and minidistricts
  - Heat pumps

- **Switch to onsite EVs**
  - Onsite RE chargers for self-consumption (V2B)
  - EV sharing
  - Sharer EV rental
  - Neighborhood renewable EV renting

- **Engagement of CCA municipalities to reduce solid waste and sewer waste dumping and incineration**
  - Separation
  - Re-use (e.g., composting)
  - Conversion to hydrogen for DER
  - Detoxification and/or sequestration of toxic residues

C. DER Design

DERs will be designed to avoid distribution system obstacles to city-wide decarbonization (e.g., upgrade costs). Self-consumption, rather than net metering and export of electricity, will incorporate electrification to onsite renewable heat, and use of DER-connected electric vehicles. A DER will significantly reduce, but is unlikely to eliminate grid use, and may entirely eliminate a User’s natural gas consumption. The program will facilitate sharing by neighbors and collocation of shared heat, power, and EV facilities, by designing DER technology to fit Users’
onsite energy needs, to facilitate neighbor sharing and ensure interoperability of DER components to facilitate self-consumption. DER systems will be designed under a non-exporting specification, and where feasible, will incorporate an “islanding” capability for onsite grid autonomy.

DER sharing platforms will consist of singular and combined stakeholder microgrids, nanogrids, and/or thermal loops using multi-stakeholder cooperative ownership for membership use and sharing of DER. Sharing will employ a multi-benefit microgrid ledger in which ownership is split between DER Users and Owners, with energy savings resulting from DER use shared between them. Owners, partners, and stakeholders may include citizens, small businesses, tech services providers, and government entities. DER systems will range from installations in single family homes or small to medium sized businesses, to larger DERs on multi-residential buildings, mixed use buildings, large commercial buildings, and/or government facilities.

III. Individual Voluntary Investment

Individual consumers may also voluntarily invest singularly in DER products that provide onsite renewable packaged with interoperable electrified heating and/or transportation.

Renewable energy technologies adapted to DER site conditions and User group energy needs will be combined with electrification and efficiency measures to deliver significant onsite energy self-consumption.

All DERs, including DER designed for individual voluntary investment participants, will be designed for self-consumption.

Using an electric vehicle and switching heating systems, as well as energy efficiency measures, will be bundled together in packages to deliver self-consumption to the DER user.

Depending on an individual investor type and size, a DER package may include a nanogrid, microgrid, thermal loop, micro-district, or mini-district.

For purposes of this document individual investment, involving a sole-financed and owned project with only one investor/owner, means that the participant is both the DER User, 100% Share owner, and exercises site control where the DER is installed.

IV. DER Cooperation and Sharing: Users, Sharers, Site Owners

Cooperatives will facilitate universal access to DERs by enabling greater stakeholder diversity, and enhancing community education, inclusion and sharing for the program. Cooperative
Agreements will be entered into through mutual negotiation between Members, in compliance with the relative legal instruments, and will be signed by authorized representatives of the parties. There are three different types of Members, some acquiring ownership Shares in, some also using, and others providing sites for DERs:

- Users
- Sharers
- Site Owner(s) may receive payment for DER lease(s) or other permission(s)

The approach will be flexible and sensitive to site control options. Site Owners may own, use, and share DER at their discretion. A User’s options to own, use, and share DER will be based in part on the Voluntary Investment option chosen by a Site Owner. Sharers who do not own or hold a long-term lease for their dwelling/enterprise, or own or lease a building ill-suited to DERs, may purchase Shares without being Users, or may in the future become Users if conditions permit. User(s) and Site Owner(s) will work with the CCA Administrator to determine how many Share applicants are allowable for individual DER projects, or may self-organize their own Sharer group.

Users will function as off-takers of energy from a DER system and will compensate Sharers.

EVs are an important part of cooperation because they may be used by participants whether or not they occupy a building with DERs.

Every share, whether owned by a User, Sharer, or Site Owner, will receive a monthly percentage of overall Co-op net savings. Apart from DER loan repayment, savings from avoided electric, natural gas and vehicle fuels will be shared monthly income divided between the Shares. The CCA Administrator will prepare and submit Standard Cooperative Agreement template(s) for review and sign-off by designated City staff, for use by DER Cooperative groups to define the terms between Users, Sharers, and Site Owners of a DER project. Individual Agreements are those entered into by individual Site Owners who wish to invest in DER individually.

The process of creating Cooperative Agreements will be as follows:

- Cooperative Agreement Standard Template sign-off by a representative of the municipality
- Cooperative Agreement signed by Users and Site Owners
- Sharers enrolled
- DER Loan Processed
Under the Shares approach, prospective Users will form a Cooperative, with agreement of the Site Owner(s), which will establish the terms of usage. Sharers must agree to the terms of the Cooperative Agreement, become Members of the Co-op as Sharers, and purchase Shares that are defined within the terms and limitations of the Co-op’s adopted Cooperative Agreement.

A Cooperative group will contract with prequalified DER Vendor(s) and DER Lender(s) solicited by the CCA Administrator, who will employ an RFI/RFP or RFQ and “Job Order” procurement approach.

The CCA Administrator manages procurement on behalf of residents or businesses who sign up to voluntarily invest in local and onsite DERs.

V. Roles of the CCA Administrator

The CCA Administrator will manage electric, gas and DER supplier procurement, as described the PSC-filed Master Implementation Plan and the City of Ithaca’s CCA Local Law, and will prioritize inclusivity in the energy transition.

The CCA Administrator will be responsible for regulatory compliance with state agencies for CCA and DER activities, CCA electricity, gas and DER procurement, RFP drafting, management, analysis, DER Lender prequalification and cooperation.

The CCA Administrator will be responsible for managing DER site acquisition and will provide a supporting role in DER site planning and permitting activities for multi-site acquisition of Site Owners and building occupants (DER off-takers).

The CCA Administrator will be responsible for representing the program to the City’s staff and governance boards, managing communication processes and participating in public hearings, and providing support to City staff for coordinating municipal agency cooperation and partnership activities, including state agency and university cooperation and partnerships, and applications for state, federal and nonprofit funding.

The CCA Administrator will manage data, data collection, analysis and reporting with the City, Customers, Voluntary Investors, and the PSC, including the following:

- Data analysis including GIS, Profits and Losses Modeling, CCA customer-specific confidential data collection, management, and use for DER facility siting, design, tracking and reporting to customers
- Data sharing with DER Vendors and Lenders for billing, updating Voluntary Investor web portals and reporting purposes
CCA program performance reporting to the City and PSC
- DER project performance reporting to customer
- Summary of DER projects and program performance to the municipality, analyzing performance and recommending program improvements, needed changes and new procedures to improve program performance for municipal sign-off or Common Council action
- Contractor performance evaluation, database of warranties and agreements
  - Direct communication to diverse customer groups

The CCA Administrator will utilize the following steps for DER development:

- Data, survey, site analysis
- User enrollment
- Site acquisition
- Planning
- Cooperative Agreement or individual customer commitment to consider DER Provider proposal(s)
- RFP bid acceptance
- Permits
- Shares enrollment by neighbors
- Finance/loan
- Finalize contract with DER Provider(s)
- Track DER installation
- DER data tracking/reporting

A. CCA Administrator Enrollment of Participants in DER Voluntary Investment

The CCA Administrator will manage enrollment of CCA customers as Voluntary Investors and administer dedicated billing and reporting for Sharers and Users of a DER.

CCA “Eligible Consumers” will become eligible for DER Voluntary Investment as described in the Local Law:

§3F. “The CCA Administrator may directly administer opt-out notification communications to Eligible Consumers, or and may offer in addition to the option of opting out, two additional options; (i) to “opt-up” for a loan to purchase Shares in a neighborhood DER project, and (ii) an option to “opt-with” neighbors in a Cooperative to own and operate onsite DERs.”
G. The CCA Administrator may offer a DER project or product to any Eligible Consumer to purchase Shares in DERs or to join with neighbors to form a Cooperative to directly own and operate DERs.

The CCA Administrator will manage a DER Sharer/User ledger for the Members of each Cooperative, according to the terms of its Cooperative Agreement. Payments between Users and Sharers will be administered by the CCA Administrator.

H. The CCA Administrator may create a system of credits or direct payments to compensate each participant for such equity, and may transfer collected premium payments into the Customer’s Energy Loan Account.

The CCA Administrator will separately prequalify and engage DER Lenders to provide loans to Voluntary Investors. The CCA Administrator will also prequalify City-designated partners or other low-cost financing options to offer building decarbonization financing products to CCA Customers.

I. The CCA Administrator may organize and administer low-cost financing options for all Eligible Consumers, including the partners enrolled in City of Ithaca’s Energy Efficiency Retrofitting and Thermal Load Electrification Program, and may offer other approved sources of financing, such as Climate Bonds.”

As per PSC rules, the CCA Administrator may work with one or more Program Organizers to educate and engage both Customers in the City of Ithaca and the municipal governments in and around Tompkins County to join the CCA/DER program.

§3K. “The CCA Administrator may choose to engage one or more Program Organizers to assist in the education and engagement of Eligible Consumers and municipalities in Tompkins County to participate in the CCA program.”

The CCA Administrator will offer Basic Service and voluntary investment to every customer, including Assistance Program Participants (APP) customers, enrolled in the CCA program. The CCA Administrator will engage the Tompkins County Department of Social Services to seek permission to enroll APP customers in the program.

“§4A. All consumers within the City of Ithaca, including residential and non-residential, regardless of size, shall be eligible to participate in the CCA Program’s Basic Service, which requires different methods of enrollment to be used for different NYSEG customer classifications.

B. All Participating Consumers that are members of New York State Electric & Gas (NYSEG) SC 1 Residential Service, SC 6 General Service and Gas SC 1 Residential
Service, SC 2 General Service shall be enrolled on an opt-out basis except for consumers (i) that are already taking service from an ESCO, (ii) that have placed a freeze or block on their account, or (iii) for whom inclusion in the CCA Program will interfere with a choice the customer has already made to take service pursuant to a special rate. Those electricity consumers may be enrolled on an opt-in basis, alongside all other NYSEG service classifications, including (i) for electricity service, SC2 General Service with Demand Metering, SC3 Primary Service 25 KW of more, SC5 Outdoor Lighting Service, SC7 Large General Service with Time-of-Use Metering, SC8 Residential - Day Night Service, SC9 General Service - Day Night Service, SC10 Cogeneration or Small Power Production/Sale of Energy to the Corporation, SC11 Standby Service, SC12 Residential Service with Time-of-Use Metering, SC13 Competitive Alternative Industrial Service, and SC14 Large Economic Development Service; and (ii), for gas service, SC3 Interruptible Sales Service, SC4 Natural Gas Motor Vehicles, SC5 Seasonal Gas Cooling Service, SC6 Standby Sales Service, SC10 Non-Residential Distributed Generation Firm Sales Service, SC11 Residential Distributed Generation Firm Sales Service. The City of Ithaca will include all of its electricity and natural gas accounts to participate as an opt-in customer in the CCA program at the earliest possible date.

C. New Consumers whose electric and/or gas NYSEG meters are eligible for opt-out enrollment, including SC1 Residential Service 1 and SC6 General Services 6 shall be enrolled in Basic Service on an opt-out basis. New Consumers whose meters are eligible for opt-in service shall be offered service and enrolled on an opt-in basis.

D. The City of Ithaca will actively seek to offer service to Low- to Moderate-Income residents who are Assistance Program Participants (APPs) and are enrolled in products that comply with requirements for ESCO service of APPs at the time of enrollment and will be enrolled on an opt-out basis. The CCA Administrator will consult with local and state social services program administrators in considering whether and how to include APPs, specifically for programs where social services organizations receive and pay the resident’s energy bill.

The PSC’s 2023 Order and Rules preclude utility billing support for voluntary DER products organized by CCA Administrators as a “value-added service,” therefore the CCA Administrator will facilitate a separate billing platform for Users and Sharers of DERs.

E. The CCA Administrator, on behalf of the City of Ithaca and participating municipalities, shall issue one or more requests for proposals to Suppliers to provide energy and related services to participants and may then award a contract in accordance with the CCA Program.”

§5A. “An opt-out letter, printed on municipal letterhead, shall be mailed to Eligible Consumers at least 30 days prior to Eligible Consumer enrollment. The opt-out letter shall include information on the CCA program and the contract signed with the selected ESCO and/or DER provider(s), including specific details on rates, fees, services, contract terms, cancellation fee, and methods for opting out of the CCA program. The letter shall explain that Eligible Consumers that do not opt out will be enrolled in the CCA program under the contract terms and that information on those Eligible Consumers, including energy usage data and Assistance Program Participant (APP) status, will be provided to the ESCO and/or the DER provider(s). The opt-out letter shall also explain that the CCA Administrator will be authorized to enroll Customers in DER projects through an Opt-Up and Opt-With process as defined by this Local Law and communicate such enrollment to the Distribution Utility under relevant PSC-approved rules and tariffs, so that Customers signing up to participate in investment may receive applicable billing and credits from the Distribution Utility, and communicate Opt-Up and Opt-With enrollment information to the CCA Administrator for Energy Loan account processing and management.”

Per PSC rules that allow municipalities to define voluntary “Opt-in” value added services for DER, the CCA Administrator will organize Share customers as Users as an “Opt-With” enrollment. Opt-With customers will voluntarily invest in a local DER project through a Cooperative. For Customers unable to be Users but wishing to invest in Shares, the CCA Administrator will enroll Sharers as an “Opt-Up” enrollment. Opt-Up and Opt-With customers will make payment either as part of an Energy Loan Account or directly if no energy loan is required, in order to voluntarily invest in a local DER project in the form of Shares.

The CCA Administrator will assist participants relative to Cooperative, Vendor and Lender engagement processes.

“Eligible Consumers with electric and/or gas accounts that choose to enroll in Basic Service may be offered a Shares service on an “Opt-Up” basis, based on availability of DER projects, or in a Cooperative Microgrid service on an “Opt-With” basis, according to the availability of participating neighbors and building owners. Both Shares and Cooperative Service offerings will appear for voluntary enrollment on CCA opt-out notifications. A choice to “Opt-Up” for Shares will place a consumer on a list to participate financially in a nearby DER project once it is available. Acceptance will include a loan and bill credit or direct payment schedule, as appropriate. Enrollment in Shares will thus occur following the Customer’s signature on an Energy Loan agreement. A choice to “Opt-With” neighbors and building owners to form a Cooperative will place a consumer on a list to participate physically in an onsite DER project once it is
available, followed by processing of a Cooperative Agreement on behalf of the applicants by the CCA Administrator. Acceptance in Cooperative Service will include a loan and repayment schedule with each Customer. Enrollment in Cooperative Service will occur following execution of loan agreements with prequalified lenders.”

As per PSC rules, The CCA Administrator will assist the City in its Data Security Agreement with NYSEG. The CCA Administrator will coordinate data collection with Suppliers, and make all collected data available to the City at its request.

“A. The City of Ithaca and other CCA member municipalities joining the CCA program, will share energy data and other data with the CCA Administrator to tailor DER products to Eligible Customers, to facilitate customer engagement, program administration, operation, billing and collection.
B. Through the CCA Administrator, the City of Ithaca may request Aggregated Data and Customer-Specific Data from the Distribution Utility, provided that the request for Customer Specific Data is limited to only those Eligible Consumers who did not opt-out once the initial opt-out period has closed.
C. Customer-Specific Data shall be protected in a manner compliant with, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the City of Ithaca or its representative’s processing of confidential utility information; (ii) the utility’s internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the City of Ithaca or its representative’s processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.
D. The City of Ithaca must enter into a Data Security Agreement with the Distribution Utility for the purpose of protecting customer data.”

The CCA Administrator will establish and manage a customer call center and a customer-specific online account system. Customer service will include direct mail and be referenced in City of Ithaca CCA and DER Outreach and Education activities.

§8. Customer Service
“Customers shall be provided customer service by the CCA Administrator, including a toll-free telephone number available during normal business hours (9:00 A.M. - 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions, and transact business with respect to the service received from the Supplier, as well as a
secure customer-specific online account, scheduled direct mail, and messages inserted into scheduled City of Ithaca direct mail and public notices.”

The CCA Administrator’s DER Outreach and Education activities – via municipal communications, web communications, and direct mail - will include the following:

- Prospective Cooperatives engaged by group based on building occupancy and Site Owner authorization
- Shares participants engaged individually based on sign-up and enrollment authorization
- Cooperative group facilitation and data sharing between participants
- Monthly educational messages about program using municipal channels
- Performing requested data analysis for any customer
- Enterprise web site management with customer specific accounts
- Free media, direct mail, monthly live public webinars
- Recorded webinar series

The CCA Administrator’s Voluntary Investor engagement activities will include the following:

- Assist in public community meetings
- Create and manage DER RFPs with DER Providers
- Engage Common Council/Town Board/ Intermunicipal Agreement and an advisory group in developing Community DERs on municipal properties, equipment, and fleets
- Solicit DER Users
- Solicit DER Sharers
- Engage social service agencies and community organizations to solicit APP and LMI shares investors
- Engage neighbors to sign Cooperative Agreements including occupants and owners, residential, commercial and institutions
- Engage individuals to participate in local DER voluntary investment
- Engage (non-APP) Low- to Moderate Income residents
- Engage large commercial customers in Basic Service and DER voluntary investment
- Provide the municipality, on a monthly basis, all materials and messaging for its municipal public distribution, web site, notices, and communications platforms

The CCA Administrator’s primary customer engagement method will be as follows:

- User - web, mail
- Sharer - web, phone
- Site Owner - phone, mail
The CCA Administrator will maintain a website and online customer relationship management and/or customer engagement system to augment customer service.

The CCA Administrator’s DER User engagement, including Outreach and Education, Site Owner consent and contracts, will be as follows:

- Site acquisition, lease writing, support for planning, permitting
- Co-op education, outreach, engagement, and implementation
- Cooperative Agreement writing including Shares, Users and Site Owners
- Shares customer education, outreach, engagement, and enrollment
- Shares term sheet based on Cooperative Agreement

The CCA Administrator’s Sharer engagement, including waitlisting, enrollment, and Sharer Agreement, will be as follows:

- Opt-out notification information and links to DER web page and Customer Service number
- Customer-specific web account
- Explanation of co-op terms
- Web and phone support for contract signing

The CCA Administrator’s Individual DER Voluntary Investment engagement will provide DER procurement for individual Owner/Users.

The CCA Administrator will use data only for procuring and maintaining records for customers with respect to CCA suppliers and DER providers, as specified in the Local Law:

§F. “The CCA Administrator will then request individual customer data for the accounts of Eligible Consumers located within the jurisdictional boundaries of the City of Ithaca from the Distribution Utility in accordance with the CCA Program.
H. In accordance with and for purposes of the Order, the existing Distribution Utility, New York State Electric & Gas Corporation, will provide to the CCA Administrator aggregate and customer-specific data (including usage data, capacity tag obligations, account numbers, and service-addresses) of all Bundled Customers in the Town of Ithaca not currently enrolled with an ESCO.
I. The CCA Administrator and the City of Ithaca will protect customer information as required by law, subject to the Order and the limitations of the New York State Freedom of Information Law.”
The CCA Administrator will facilitate communication in collaboration with the City to engage with Voluntary Investors. Approved communications will reflect recognition of the program as community-driven and as facilitating communitywide decarbonization, in which all residents and businesses are eligible to own and/or use neighborhood-sited DERs. A municipally designated representative of the City may review and sign off on these messages ahead of release.

B. CCA Administrator Engagement of DER Vendors and Lenders

The CCA Administrator’s engagement of DER Vendors, Lenders, and Site Owners will include:

- Define Vendor program
- Prequalify DER Vendors
- Issue RFPs
- Negotiate contracts negotiation
- Confirm Data Sharing Agreement
- Define Lender program
- Solicit bank participation
- Prequalify DER Lenders
- Secure DER leases
- Solicit owner participation in DER voluntary investment
- Negotiate building owner provisions in Cooperative Agreement

C. CCA Administrator DER Reporting

The CCA Administrator will separately provide annual Local DER Reports to an individual customer, the City, and the Public Service Commission.

§13. “Reporting. A. Annual reports shall be filed with the City Council of the City of Ithaca by March 31 of each year and cover the previous calendar year.

B. Annual reports shall include, at a minimum: number of Customers served; number of Customers canceling during the year; number of complaints received; commodity prices paid; value-added services provided during the year (e.g. installation of DER or other clean energy services); and administrative costs collected. Information shall be broken down by municipality, where applicable. The first report shall also include the number of Customers who opted-out in response to the initial opt-out letter or letters.

C. If a CCA supply contract will expire less than one year following the filing of the annual report, the report must identify current plans for soliciting a new contract, negotiating an extension, or ending the CCA program.”

D. CCA Administrator Compensation
The CCA Administrator’s compensation for work performed on behalf of the DER Voluntary Investment program, as defined in the Local Law is:

The CCA Administrator and/or the City of Ithaca may collect, or cause to be collected, funds from customer payments to pay the designated CCA Administrator for administrative costs associated with running the Energy Loan service.”

The contract with a CCA Administrator will involve a two-year term with an option to renew. The CCA Administrator will charge a DER procurement fee that is a fixed percentage of project value, to be negotiated between the City and CCA Administrator in a CCA Administrator Agreement, which will be paid to the CCA Administrator irrespective of which DER Vendor or DER Lender is selected. Compensation shall be paid either upon commissioning of DER as an upfront payment by the DER Provider or included in a DER Lender loan and paid on an ongoing basis as percentage of monthly loan repayment for the full maturity, as is required by the City and accepted by the CCA Administrator. Customers who self-finance DERs and do not require an energy loan will pay the DER procurement fee as part of the installed system cost up-front or in installments.

VI. Roles of the Municipality

A. Engagement with CCA Administrator and CCA Member Municipalities

The CCA Administrator will report to the City’s CCA Advisory Group as well as individually to a designated City representative. The CCA Administrator will continue to have regularly scheduled Zoom meetings every two weeks with the Advisory Group and once a week with the designated City representative. A CCA Advisory Group was established by the City of Ithaca’s Local CCA Law to develop and review CCA related proposals, to act as the City of Ithaca’s agent in approving proposals, and where appropriate to forward information regarding such approvals to the Common Council for ratification. Membership in the CCA Advisory Group will include City Staff and City of Ithaca Common Council members. The CCA Advisory Group will host the meetings on the City and/or Town’s Zoom account or in person as its members deem appropriate.

A. A CCA Advisory Group is hereby established to develop and review CCA related proposals, act as the City of Ithaca’s agent in awarding said proposals, and forward information regarding such awards to the Common Council for ratification.
B. Membership to the CCA Advisory Group shall include City Staff and City of Ithaca Common Council.”

An Intermunicipal Agreement for the City and Town of Ithaca will be signed to coordinate their DER programs in addition to procuring CCA supply through the CCA Administrator. The IMA will be developed following the approval of this Local DER Implementation Plan and selection of a CCA Administrator.

The CCA Administrator will engage interested municipalities within or near Tompkins County to join the City and Town of Ithaca by adopting the CCA Administrator’s Master Implementation Plan and seeking participation to be included in future RFPs to CCA electricity and gas Suppliers and DER Providers.

As referenced in the Local Law, engagement with the Town of Ithaca and other potential municipal members of the CCA is as follows:

D. The City of Ithaca may enter into an intermunicipal agreement with the Town of Ithaca and other municipalities in Tompkins County who join the CCA program, for the purpose of sharing administrative resources to support Eligible Consumers’ access to the City’s Solar Access, Building Electrification and Decarbonization program resources such purpose, as set forth more fully herein, and shall include a process for other municipalities in Tompkins County to offer their Eligible CCA customers such resources join the CCA.”

B. Governance, Outreach, Education

1. Two-Year Governance Schedule

A Two-Year Governance Schedule includes continuing biweekly meetings of the CCA Advisory Group, Common Council Meetings by request of the Advisory Group, and if created, monthly meetings of an intermunicipal group.
2. Public Outreach and Education Schedule

The PSC requires public meetings within a specific time frame. This schedule exceeds those requirements. The Public Meetings and Tabling Schedule from August, 2023 to May, 2024, is as follows:

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<th>Date</th>
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<tbody>
<tr>
<td>Aug</td>
<td>T-GEN video roll out</td>
<td></td>
<td>TGEN core team</td>
</tr>
<tr>
<td>Aug</td>
<td>Webinar for council and board members</td>
<td>info</td>
<td>TGEN core team</td>
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<tr>
<td>Aug</td>
<td>Joint webinar</td>
<td>Intro to T-GEN</td>
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<td>General &amp; Planning O&amp;E City Public meeting</td>
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<tr>
<td>Aug</td>
<td>General &amp; Planning O&amp;E Town Public meeting</td>
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<tr>
<td>Aug</td>
<td>T-GEN website updated</td>
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<tr>
<td>Aug</td>
<td>Media release</td>
<td>Info</td>
<td>CCE</td>
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<tr>
<td>Aug</td>
<td>FAQ on website</td>
<td>Info</td>
<td>CCE</td>
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<tr>
<td>14-Aug</td>
<td>Tol Board Mtg</td>
<td>Public Hearing</td>
<td>Town/LP</td>
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<tr>
<td>September</td>
<td>Mailing out to City/Town residents</td>
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<td>City/Town/LP</td>
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<td>2-Sep</td>
<td>Residential Mtg #1 City/Town</td>
<td>Info</td>
<td>TGEN core team</td>
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<tr>
<td>3-Sep</td>
<td>Commercial/Business Mtg #1 City/Town</td>
<td>Info</td>
<td>TGEN core team</td>
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<tr>
<td>6-Sep</td>
<td>City Council</td>
<td>Public Hearing</td>
<td>City?=LP</td>
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<tr>
<td>9-Sep</td>
<td>Tabling/Town Hall Lobby</td>
<td>Info</td>
<td>Town/CCE</td>
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<tr>
<td>16-Sep</td>
<td>Tabling/TCPL</td>
<td>Info</td>
<td>CCE</td>
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<tr>
<td>22-Sep</td>
<td>Tabling at Ithaca Farmers Market</td>
<td>Info</td>
<td>CCE</td>
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<tr>
<td>29-Sep</td>
<td>Tabling at Apple Festival</td>
<td>Info</td>
<td>CCE</td>
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<td>29-Sep</td>
<td>TCPPI</td>
<td>Info</td>
<td>TGEN core team</td>
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<tr>
<td>2-Oct</td>
<td>Joint webinar</td>
<td>T-GEN what you need to know</td>
<td>TGEN core team</td>
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<tr>
<td>2-Oct</td>
<td>DER Industry Mtg City/Town</td>
<td>Info</td>
<td>LP</td>
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<tr>
<td>3-Oct</td>
<td>Residential meeting #2 City/Town</td>
<td>Info</td>
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<tr>
<td>30-Oct</td>
<td>Commercial/Business Mtg #2 City/Town</td>
<td>Info</td>
<td>TGEN core team</td>
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<tr>
<td>31-Oct</td>
<td>Municipal and Public Institutions Mtg</td>
<td>Info</td>
<td>TGEN core team</td>
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<tr>
<td>October</td>
<td>Webinar for opt-ins</td>
<td>Info</td>
<td>CCE</td>
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<td>October</td>
<td>Webinar</td>
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City representatives will participate in the PSC’s required CCA Outreach and Education meetings as follows:

- City and Town meetings on the same day at different times and locations
- All are physical meetings with webinars
- All meetings open to the public, with focus on different kinds of local energy users and local market participants
- A City or Town representative will sit on a panel at each meeting in its jurisdiction. The CCA Administrator will facilitate the meetings, in person at most but not all
- After launch a shift to web-, direct mail- and phone-based engagement

3. Why Municipal Governance of Local DER Plan is important

While the City is not required to submit a DER implementation plan to the PSC, successful implementation will require municipal involvement, particularly the use of municipal communications channels to conduct outreach, education and marketing of the CCA Administrator’s DER program to local residents and businesses. The CCA Administrator will engage the City, Cooperatives and individuals in an ongoing energy transition planning process to navigate the several elements of a city-wide energy transition, year to year, until the City’s Green New Deal climate goals are met.

A successful energy transition will involve many ongoing activities and be iterative in nature, evolving and learning based on experience to be more climate impactful and increase participation levels. DERs use public space, like EV charging sites. City departments may choose to own and share DERs based on ongoing collaboration with the CCA Administrator. Coordination of these activities will involve important local procurement, permitting, planning coordination and cooperation.

4. Municipal Roles in Local DER Program

Roles by the municipality in the Local DER program include the following.

- Common Council/Town Board: ongoing oversight, staff reports, agendized items, action items
- Advisory Group: focused on CCA development of DERs across member jurisdictions and will approve standard DER voluntary investment agreements
● Scheduled meeting management
● Sign-off on CCA Administrator’s proposed DER Voluntary Investor agreement templates
  ○ DER Cooperative Agreement
  ○ Shares agreement
  ○ Other agreements with Users, Sharers and Building Site Owners that are requested by the CCA Administrator on an ongoing as-needed basis, as different kinds of customers and projects present new approaches that require the signature of a designated City representative
● Process for CCA Administrator to share data and explore development of DER proposals to municipality on Municipal Buildings and Fleets
● Reports to Common Council/Town Board
● Intermunicipal Agreement (if formed) will add a layer of meetings

5. The DER Governance Process

The DER voluntary investment process will be solely focused on DER development as defined, across “addressable carbon” sectors: power, heat, vehicles, waste. Periodic public hearings will be held. The CCA Administrator will attend meetings, in person or by internet, of the Advisory Board / Intermunicipal Agreement group created by the CCA Local Law to focus on increasing DER adoption, cooperation and oversight. Ongoing web public meetings with evolving educational content will be provided by the CCA Administrator based on local experiences and project development, to maintain current and engagement-oriented content. The CCA Administrator will be provided with a City representative to request sign-offs as required by this Local Plan. The Advisory Board may vote to recommend actions to member municipalities. Municipally initiated changes or CCA Administrator-requested changes by a representative of the municipality will be overseen by the Advisory Group, Intermunicipal Agreement (if and when created), or where deemed appropriate, Common Council.

C. Municipal Staff Roles

The Director of Sustainability will facilitate communication and coordination processes for internal communications and decision making. When questions or potential changes arise within municipal departments, the CCA Administrator and lead staff will communicate to resolve questions in a timely manner.

D. Municipal Account Opt-in

The City of Ithaca will include, starting on June 1, 2024, all electricity and gas accounts in CCA service. The CCA Administrator may also include other large opt-in eligible customers in its
electricity and gas supply RFP(s), based on the timing of the City and Town (or other member) RFPs.

§3J. “The City of Ithaca may include, at the nearest possible date, the accounts of all its electricity and gas accounts in CCA service.”

The City of Ithaca will provide communications support to the CCA Administrator in DER program outreach, education, and promotion to the public.

E. Municipal Communication Roles

- Municipal Insert Process
  - CCA Administrator will provide a municipal representative with updated short announcements to distribute interdepartmentally for distribution and/or verbal announcements at public meetings
  - Municipality will place announcements, where appropriate and as space allows, in its public meeting agendas on a continuing basis for the duration of the CCA program, to announce CCA and DER program updates and explain people’s eligibility to participate in a local DER project, announce upcoming meetings, and provide program contacts
  - Municipality will insert a CCA Administrator message on the front page of its web site for the duration of the program, linked to a dedicated municipality web page that features links to CCA Administrator’s designated CCA outreach and education web page.

- Scheduled Municipal Mail Inserts
  - Where feasible, the municipality will insert announcements into any regularly scheduled mail to local residents and businesses.
  - Announcements will include information about the CCA Administrator's name and location, its CCA and DER roles designated by the municipality, and where technically feasible, a QR code linking to the CCA Administrator Outreach and Education web page for their municipality
  - May also include opportunities, news, announcements, information, events, contacts, regarding DERs Shares and co-ops

Designated City staff will work with appropriate City Departments, Committees and Boards to share information through approved CCA Administrator outreach and education insertions in their materials.
City Forms to be Considered for CCA Administrator Insertions

- Residential water bills
- Parking permits
- Parking tickets
- General bills
- Commercial water bill
- Tax bill
- Occupancy Tax
- Building permits
- Electrical permits

City Departments Materials / Postings

- City Attorney/City Prosecutor
- City Clerk/Public Information & Technology
- Finance Department/Chamberlain's Office
- Greater Ithaca Activities Center
- Human Resources
- Ithaca Fire Department
- Ithaca Police Department
- Ithaca Urban Renewal Agency
- Ithaca Youth Bureau
- Mayor's Office
- Public Works
- Planning, Building, Zoning & Econ. Development

City Boards and Committees, Agendas, Meeting Announcements

- City Administration Committee
- Planning & Economic Development Committee
- Board of Public Works
- Board of Zoning Appeals
- Cable Access Oversight Committee
- Civil Service Commission
  Ithaca Landmarks Preservation Commission
- Sustainability and Climate Justice Commission

VII. Schedule Inclusive of Town of Ithaca, and Other Participating Municipalities
● May 19 - NY DPS CCA Education and Outreach and other rules released
● Jul 26 - CCA Local DER Plan submitted by Local Power LLC to CCA Group for formal submission to City
● Jul 26 - CCA Local DER Plan documents submitted by Local Power LLC to CCA Group for formal submission to Town
● Aug - CCA Local DER Plan approved by Common Council and Town Board
● July 26 - Aug 14 - Town of Ithaca Planning Committee and Town Board votes on Local DER Plan and Master Implementation Plan and selection of CCA Administrator
● Aug 16 - Sep 6 City of Ithaca Planning & Development Committee and Common Council votes on Local DER Plan, CCA Administrator Master Implementation Plan and selection of CCA Administrator
● Sep 2 - Dec 1 (PSC required) 90 days of public engagement
● Sep 15 2023-March 2024 - CCA Administrator engagement of PSC DER process
● Sep 15 - Dec 15 RFPs for electricity and gas supply
● Dec 15 - Selection of electricity and gas supplier(s) by Common Council and Town Board
● Dec 30 - CCA Administrator submits Municipality Filing to DPS
● Mar 2024 - PSC approval of Municipality Filing
● May 1 2024 - Opt-out notification
● May 15 2024 - Post-award community meeting announced in opt-out notification
● June 1 2024 - Enrollment of customers
Definitions

ADDRESSABLE CARBON shall mean greenhouse gas emissions from electricity, heating, cooling, hot water, transportation vehicles, sewer waste and solid waste.

AGGREGATED DATA shall mean aggregated and anonymized information including the number of Eligible Consumers by service class, the aggregated peak demand (kW) for electricity by month for the past twelve (12) months, by service class, and the aggregated energy (kWh) for electricity or volumetric consumption for gas by month for the past twelve (12) months by service class.

ASSISTANCE PROGRAM PARTICIPANTS (APPs) shall mean Low-to-Moderate-Income residents designated by the Tompkins County Department of Social Services.

BASIC SERVICE shall mean the default retail electricity and/or natural gas product received by all customers who do not opt-out of the CCA program.

CARBON FREE ELECTRICITY (CFE) shall mean electricity generated without combustion of fossil fuels, including solar, wind, nuclear, hydropower, organic waste, hydrogen and geothermal energy.

COMMUNITY CHOICE AGGREGATION PROGRAM (CCA) shall mean the program approved by Local Law, implementing the Master Implementation Plan of the City’s chosen CCA Administrator once approved by the PSC, and The City’s Local CCA Implementation Plan.

CCA ADMINISTRATOR shall mean a third party designated by the City which shall be duly authorized to put out for bid the total amount of electricity and natural gas being purchased by Eligible Consumers and the DERs that will be incorporated into the CCA program. The CCA Administrator shall be responsible for CCA program organization, public outreach, data, administration, procurement, and communications.

CLIMATE BOND shall mean a fixed-income financial instrument used to fund projects that have positive climate impacts.

COOPERATIVE shall mean a group formed by building owners and residents who are Customers to invest mutually in DERs.

COOPERATIVE AGREEMENT shall mean agreements between DER Users, DER Sharers and Site Owners.

CUSTOMER shall mean an Eligible Consumer who has elected to receive Basic Service from the CCA program.

CUSTOMER SPECIFIC DATA shall mean energy account-specific information, personal data and utility data for all Eligible Consumers in the municipality eligible for opt-out enrollment based on the terms of PSC CCA Order, and the CCA program design.
including the customer of record’s name, mailing address, telephone number, account number, and primary language, if available, and any customer-specific alternate billing name, address, and phone number.

DATA SECURITY AGREEMENT shall mean an agreement between the Distribution Utility and the City of Ithaca that obligates each party to meet, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual Eligible Consumer with respect to the CCA Administrator or its representative’s processing of confidential utility information; (ii) the Distribution Utility’s internal requirements and procedures relating to the protection of information that identifies or can be used to identify individual Eligible Consumer with respect to the CCA Administrator or its representative’s processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.

DEFAULT SERVICE shall mean supply service provided by the Distribution Utility to Eligible Consumers who are not currently receiving service from an energy service company (ESCO). Eligible Consumers eligible for opt-out enrollment within the City of Ithaca that receive Default Service, and have not opted out, will be enrolled in the CCA Program as of the Effective Date. Eligible Consumers eligible for opt-in enrollment will be enrolled in the program according to its scheduled energy supply contract renewals.

DEPARTMENT OF PUBLIC SERVICE (DPS) shall mean the New York State Department of Public Service which has a broad mandate to ensure access to safe, reliable utility service at just and reasonable rates. The Department is the staff arm of the Public Service Commission (PSC).

DISTRIBUTED ENERGY RESOURCES (DER) shall mean local renewable energy projects and energy efficiency measures, shared renewables like community solar and renewable cooperatives, renewable heat and hot water systems, energy management, energy storage, energy efficiency, microgrid projects, geothermal heat loop projects, electric vehicles and charging systems, local renewable hydrogen fuel cells, and other innovative Reforming the Energy Vision (REV) initiatives that optimize system benefits, target and address load pockets/profile within the CCA’s zone, and reduce cost of service for Customers.

DER LENDER shall mean a local lending institution that is prequalified by the CCA Administrator to provide loans to Voluntary Investors.

DER VENDOR (DER PROVIDER) shall mean a DER Provider(s), developers, and consortia.

DISTRIBUTION UTILITY shall mean New York State Electric and Gas Corporation (NYSEG), or any successor thereto.

ELIGIBLE CONSUMERS or ELIGIBLE CUSTOMERS shall mean consumers of electricity and/or natural gas who receive Default Service from the Distribution Utility as of the Effective Date, or New Consumers that subsequently become eligible to
participate in the CCA Program, at one or more locations within the geographic boundaries of the CCA, except those consumers currently receiving Default Service that have requested not to have their account information shared by the Distribution Utility. All Eligible Consumers must reside or be otherwise located within the geographic boundaries of the CCA, as such boundaries exist on the effective date of the Energy Supply Agreement, where they will be offered basic service through several enrollment mechanisms based on Public Service Commission rules, including opt out and opt-in depending on account size and type, and also be offered additional services requiring an affirmative choice to invest in a local DER project.

ENERGY EFFICIENCY RETROFITTING AND THERMAL LOAD ELECTRIFICATION PROGRAM shall mean the City of Ithaca’s program with financial partners to determine potential energy efficiency improvements on residential and commercial buildings, and provide financing for voluntary loans and leasing programs that building owners may use to pay for efficiency and electrification projects, with emphasis on serving disadvantaged communities.

ENERGY LOAN ACCOUNT — A shares or cooperative loan repayment account voluntarily subscribed to by a CCA customer and administered and/or supervised by the CCA administrator.

ENERGY SERVICES COMPANY (ESCO) shall mean an entity duly authorized to conduct business in the State of New York as an ESCO.

ENERGY SUPPLY AGREEMENT shall mean an agreement between an energy customer and an Energy Services Company (ESCO) to provide electricity or gas service to the customer for a fixed or variable price. For purposes of this Local Law, the CCA Administrator would conduct a competitive procurement on behalf of all Eligible Consumers, and would enter into such agreement(s) with an ESCO to provide power to all such Eligible Consumers in the community that elect to receive service.

EQUITY shall mean ownership benefits, financial and/or physical, from participating in voluntary investments in local DER.

MASTER IMPLEMENTATION PLAN shall mean a document submitted to the New York Public Service Commission as part of the approval of a CCA Administrator.

MEMBER or COOPERATIVE MEMBER shall mean a member of a DER Cooperative who owns Share(s), is a User of DERs, or both, and may include the Site Owner.

MUNICIPAL ACCOUNTS shall mean the electricity and gas accounts that serve municipal government-related operations.

NEW CONSUMERS shall mean consumers of electricity that become Eligible Consumers after the effective date of the Energy Supply Agreement, including those that opt in or move into the City of Ithaca.

OPT-UP shall mean an affirmative decision of an Eligible Consumer, in addition to not opting out of the CCA program as per Public Service Commission rules, to voluntarily
select a charge or fee in order to voluntarily invest in a local DER project in the form of Shares.

OPT-WITH shall mean an affirmative decision of an Eligible Consumer, in addition to not opting-out of the CCA program as per Public Service Commission rules, to voluntarily select a charge or fee in order to voluntarily invest in a local DER project in the form of Cooperatives.

PARTICIPATING CONSUMERS shall mean Eligible Consumers enrolled in the CCA Program, either because they are consumers who receive Default Service from the Distribution Utility as of the Effective Date and have not opted out or are New Consumers.

PROGRAM ORGANIZER shall mean a designated local non-profit organization responsible for educating energy users about participation in the CCA as municipalities, and about participation in the program’s voluntary investment opportunities, as well as supporting the organization of cooperatives by neighbors. This group will typically secure participation from local governments and engage in preliminary outreach and education around CCA.


PUBLIC SERVICE COMMISSION or PSC shall mean New York State Public Service Commission.

SHARES shall mean units of ownership by a Customer in local DERs, whether in a nearby building through individual enrollment in a designated CCA premium rate and Energy Loan Account, or onsite through a Cooperative enrollment in a designated CCA premium rate and Energy Loan Account.

SHARER shall mean an owner of DER Share(s).

SITE OWNER shall mean the owner of a building or property who consents to participate in the DERs either alone or by joining a DER Cooperative.

SUPPLY (SUPPLIER, CCA SUPPLIER) shall mean Grid and pipeline-based electricity and natural gas supply/suppliers selling system energy, renewable energy, and renewable energy attributes to retail end users of electricity and natural gas who have enrolled in a CCA, as allowed by New York rules, such as (1) an ESCO that procures electric power and natural gas for Eligible Consumers, (2) developers and operators of DERs, or other entities, who procure and resell electricity or natural gas, or who are involved in aspects of DERs.

T-GEN shall mean Tompkins Green Energy Network.
USER shall mean a Share owner who is the off-taker of energy from a DER or a customer who operates DER in his/her home or business.

VOLUNTARY INVESTOR shall mean a Customer who purchases Shares in a DER.
7.1 A local law entitled “Amendments to Chapter 107 of the City Code” - Adjusting Council and Mayor Salary

Local Law No. ____-2023

A local law entitled “Amendments to Chapter 107 of the City Code”

WHEREAS the annual salaries of the members of the Common Council and the Mayor were adjusted effective January 2016; and

WHEREAS at that time those salaries were adjusted to $10,141 and $58,561, respectively; and

WHEREAS the annual salaries of the members of the Common Council and the Mayor were subsequently, and most recently, adjusted effective January 2022; and

WHEREAS at that time those salaries were adjusted to their current levels of $13,141 and $61,489, respectively; and

WHEREAS the City is undertaking a fundamental transition in governance structure that will greatly reduce the responsibilities of the Mayor effective January 2024; and

WHEREAS the Common Council desires to budget for and establish these salaries in 2024 at the levels of $17,091 per member and $30,000, respectively; and

WHEREAS the Common Council seeks to amend Chapter 107 of the City Code in order to effectuate these amended salaries; now therefore,

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

Section 1. Legislative Findings, Intent, and Purpose.
It is the intent of this local law to amend Chapter 107 of the City Code in order to effectuate the revised 2024 salaries of Council members and the Mayor as to be funded in the 2024 budget, with said salary to be effective as of January 1, 2024.

The Common Council makes the following findings of fact:

A. The members of the Common Council and the Mayor expend substantial efforts on their duties; and
B. The duties of the office of Mayor will be greatly reduced as of January 1, 2024, with the City Manager absorbing a majority of the Mayor’s current duties; and
C. The annual salaries of the members of the Common Council and the Mayor were adjusted last year, and there has been intervening inflation.

Section 2. Code Amendments.
Section 107-1 of the City Code is hereby amended as follows:

The annual salary of the Mayor shall be the sum of [[$61,489] $30,000].

Section 107-2 of the City Code is hereby amended as follows:

The annual salary of the Council members shall be the sum of [[$13,141] $17,091].
Section 3. Severability Clause.
Severability is intended throughout and within the provisions of this Local Law. If any section, subsection, sentence, clause, phrase, or portion of this Local Law is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Local Law.

Section 4. Effective Date.
Upon filing in the office of the Secretary of State, this Local Law shall take effect January 1, 2024.
7.2a - A local law entitled “Amendment of City Charter to Specify the Duties, Authority, and Appointment and Removal Procedures of the City Manager.”

WHEREAS, on November 3, 2021, the Common Council passed Local Law No. 2022 - 07, which amended Section C-5 of the Ithaca City Charter to, among other things, add Section C.5(C)(6), which states, “The City Manager is an officer appointed by Common Council in accordance with such appointment and removal procedures as the Common Council may promulgate from time to time and serves at the pleasure of the Common Council”; and

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

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

Local Law No. 2023 –

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

**Section 1. Legislative findings, intent, and purpose.**

The Common Council makes the following findings:

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

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

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

**Section 2. Charter Amendments.**

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

A. Selection and Qualifications.

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

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

B. Duties and Authority of the City Manager.

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

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

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

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

c. To appoint the officers, department heads, and deputies specified in this Charter or the local laws, ordinances, and resolutions of the Common Council including, without limitation, a Deputy City Manager for Public Safety. Where stated, such appointments shall be subject to the approval of the Common Council.

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

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

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

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

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

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

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

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

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

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

o. To chair the Capital Projects Review Committee.

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

C. Removal.

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

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

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

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

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

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

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

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

Section 3. Severability clause.
Severability is intended throughout and within the provisions of this Local Law. If any section, subsection, sentence, clause, phrase, or portion of this Local Law is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Local Law.

Section 4. Effective date.
This Local Law shall take effect on January 1, 2024, and after filing in the office of the Secretary of State.
7.2b - Resolution Approving Template Employment Agreement for the City Manager.

WHEREAS, on November 3, 2021, the Common Council passed Local Law No. 2022-07, which amended Section C-5 of the Ithaca City Charter to, among other things, add Section C.5(C)(6), which states, “The City Manager is an officer appointed by Common Council in accordance with such appointment and removal procedures as the Common Council may promulgate from time to time and serves at the pleasure of the Common Council”; and

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

WHEREAS, the Common Council created the position of City Manager to enable the City to select and hire a trained, experienced professional in the role of City Manager to be the Chief Executive Officer of the City; and

WHEREAS, The City is in the process of transitioning to the City Manager form of government including, without limitation, conducting a search for the City’s first City Manager to take office effective January 1, 2024; and

WHEREAS, by subsequent local law currently under deliberation by the Common Council, Council may adopt more detailed Charter provisions on point, currently entitled “Amendment of City Charter to Specify the Duties, Authority, and Appointment and Removal Procedures of the City Manager”; and

WHEREAS, the Common Council now desires to approve a template employment agreement for the City Manager, to be read in concert with all applicable Code and Charter amendments, and premised upon which the hiring process for a City Manager can proceed with better clarity; now, therefore, be it

RESOLVED, that the attached Template Employment Agreement is approved for purposes of facilitating the hiring process for a City Manager; and be it further

RESOLVED, that, upon successful recruitment of a candidate for City Manager, the Mayor will bring forward a resolution to approve that candidate and their employment agreement, in close keeping with the attached template.
This Agreement, is made and entered into this __ day of ____________, 202_, by and between the CITY OF ITHACA, 108 East Green Street, Ithaca, New York, a municipal corporation organized and validly existing under the laws of the State of New York (the “City”) and __________________________, residing at ______________________________.

WITNESSETH:

WHEREAS, the City, acting by its Common Council (the “Council”), desires to appoint __________________________ as City Manager of the City (the “City Manager”) in accordance with applicable provisions of the City Charter and Code; and

WHEREAS, the City Manager has all qualifications necessary and desirable to serve as City Manager and desires to accept the appointment; and

WHEREAS, the Council desires to establish and memorialize the City Manager’s terms and conditions of employment; and

WHEREAS, Section C-12(A)(2) of the City Charter\(^1\) authorizes the Council to enter into this Agreement on the terms set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. Appointment and Term.

The City hereby appoints the City Manager to serve as City Manager of the City and the City Manager accepts the appointment. This appointment shall be effective on January 1, 2024, and continue until December 31, 2028, unless sooner terminated for any of the reasons set forth in Section 6 below. The period of the City Manager’s employment is referred to as the “Term.”

2. Duties.

a. The City Manager shall, throughout the Term, faithfully and diligently serve as the Chief Executive and Administrative Officer of the City having the duties and authority of the City Manager set forth in the City Charter and Code, the position description for City Manager adopted by Council, and all other policies, procedures, and practices of the City as the same may be amended periodically. The City Manager shall perform other legally permissible duties and functions as the Council may periodically assign. If additional duties and functions are assigned, they shall be in character and consistent with the City Manager’s role as Chief Executive and Administrative Officer of the City.

b. The City Manager shall devote substantially all the City Manager’s business time and attention, along with City Manager’s best efforts, and all of City Manager’s skill and ability

\(^1\) Reference is to draft provision recommended for addition to Charter.
to performing the duties of the City Manager and promoting the interests of the City. The foregoing notwithstanding, the City Manager may engage in civic and charitable activities of the City Manager's choice, provided such activities do not present a conflict of interest with the City or interfere with the City Manager’s performance of duties.

c. The parties recognize that the City Manager will devote time outside the normal forty (40) office hours to the business of the City and to that end the City Manager shall be allowed to establish an appropriate work schedule. There shall be no additional compensation and the City Manager shall not be entitled to compensatory time for services exceeding forty (40) hours in a week.

d. The City Manager shall perform City Manager’s duties in conformance with all requirements of federal, state, and local law and regulations, and City policies, all as periodically amended. The foregoing includes, without limitation, the City’s policies prohibiting unlawful discrimination and harassment and its Codes of Conduct and Ethics.

3. **Residency.**

The City Manager shall establish principal residency within Tompkins County, New York, (the “County”) within one hundred and eighty (180) days of the date of appointment. The Council may by resolution extend the time for the City Manager to establish residency within the County, but only for a period or periods aggregating to six (6) months following the date of appointment.

4. **Compensation and Benefits.**

   a. The City Manager shall receive a salary of $[x] per year paid in accordance with the City’s regular payroll practices applicable to managerial employees. The Common Council shall review the City Manager’s compensation on an annual basis, in advance of the adoption of its budget. The City shall not reduce the City Manager’s compensation during the Term without the City Manager’s consent, unless such a reduction is on the same percentage basis as any across-the-board reduction adopted by the Common Council for managerial employees due to fiscal emergency.

   b. The City Manager shall receive the fringe benefits package, including paid leave time (sick, vacation, and holidays), participation in the New York State Employees’ Pension

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2 Residency requirements vary across the state. However, city manager agreements do not uniformly require in-city residency. The City of Rye requires residency in Westchester County, and Long Beach requires residency within Nassau County or fifteen (15) miles of the City.

3 Examples:
- Auburn: $150,000 starting in 2020, plus 2% annually.
- Beacon: $129,000 starting in 2021, increases as granted to management.
- Long Beach: $203,000 plus supplemental retirement benefit bringing package to ~$220,000.
- Rye: $215,000, reviewed annually.
- Cartersville, GA: $178,000.
- Poway, CA: $230,000.
System (with a mandatory contribution of 6% of salary), eligibility for medical insurance coverage, and eligibility to participate in optional benefits programs on the same basis and subject to the same limitations as extended to managerial employees of the City generally.

5. **Expenses.**

The City Manager shall be entitled to reimbursement of reasonable business expenses incurred in connection with the City Manager’s performance of duties in accordance with the expense reimbursement policies generally applicable to managerial employees of the City. In addition to the foregoing, the City shall budget for and pay for dues and subscriptions for the City Manager’s participation in: (a) professional associations; and (b) conferences, meetings, and seminars of professional organizations; in either case, subject to the Common Council’s reasoned discretion as to the extent reasonable for professional development supportive of the City Manager’s performance of duties for the City.\(^4\)

6. **Termination.**

The Term of this Agreement shall end, and the employment relationship contemplated hereby shall terminate on December 31, 2025, without any further action on the City’s part, unless a written extension of this Agreement, or a successor to this Agreement, shall have been approved and executed by that date. The City need not follow the procedures for removal for the City Manager’s employment to end upon expiration of the Term.

The City Manager’s continued employment shall always be at the Council’s pleasure, subject to applicable law; provided that, except in the case of expiration described above, or as specified elsewhere in this Agreement, removal of the City Manager may only occur after the procedures set forth in City Charter Section C-12 for removal have been followed. The Term shall end prior to December 31, 2025 upon completion of the removal process and passage of a Final Resolution of Removal pursuant to City Charter Section C-12. The obligations of the parties in connection with removal of the City Manager are set forth below:

   a. The Council may remove the City Manager at its discretion, referred to as a “Discretionary Removal”. A Discretionary Removal is a removal for any reason other than for any of the reasons set forth in subsections “b” through “f” below. In the event of a Discretionary Removal, the City Manager shall receive the following, referred to as the “Severance”:

       i. An amount equal to six (6) months\(^5\) of the City Manager’s salary in effect immediately prior to the Final Resolution of Removal, due in a single lump sum within

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\(^4\) Some agreements explicitly list allowed professional development expenses.

\(^5\) Rye: 3 months’ salary. Auburn, Long Beach: 6 months. ICMA (International City and County Managers’ Association) recommended 1 year as of 2012.
thirty (30) days of the effective date of the “Separation Agreement and General Release” referred to below.

ii. If the City Manager elects continued health and/or dental insurance coverages for the City Manager and/or any of the City Manager’s eligible dependents under the federal and state laws commonly known as COBRA, the City shall, for a period of six (6) months following the Final Resolution of Removal, pay the premiums due for such coverage less the amount of the City Manager’s regular employee contribution. These payments will only be made following the effective date of the “Separation Agreement and General Release”. Any premiums due prior to the effective date of the Separation Agreement and General Release are the City Manager’s responsibility, but the City will reimburse these amounts (other than the regular employee contribution) with the payment made pursuant to subsection “i” above following effectiveness of the Separation Agreement and General Release.

iii. The references to six (6) months in subsections “i” and “ii” above shall be reduced if a Discretionary Termination occurs when fewer than six (6) months remain prior to expiration of the Term. In such a case, the Severance shall consist of payment of the City Manager’s salary for that number of months (including any partial month) remaining in the Term and payment of COBRA premiums (if the City Manager elects coverage) for a like period.

In addition to the Severance (and without regard to whether the Separation Agreement and Release becomes effective), the City Manager shall receive all amounts due upon separation from employment under the City’s regular policies applicable to managerial employees and as required by law.

Provision of the Severance is specifically conditioned upon the execution and non-revocation by the City Manager of a Separation Agreement and General Release, pursuant to which the City Manager shall release and forever discharge the City, its Common Councilors, and each of its other elected and appointed officials, employees, and agents, from all claims and liabilities arising from the employment relationship other than claims for vested benefits, required indemnification, and other matters that may not be released as a matter of law. The Separation Agreement and General Release shall be in form and substance satisfactory to the Council. A template for the Separation Agreement and General Release is attached hereto as Exhibit A.

b. The Council may remove the City Manager for “Cause”. For purposes of this Agreement, Cause shall mean:

i. Engaging in any of the following types of conduct, after written notice from the Council and a reasonable opportunity of at least thirty (30) days to cure the deficiency, but only if the deficiency is curable, as reasonably determined by the Council:

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6 The International City and County Managers Association ("ICMA") recommends that the municipality obtain a release from a departing city manager in exchange for severance pay.
A. Failure to fulfill the City Manager's duties as required by this Agreement, the City Charter and Code, and the City's policies and procedures;

B. Incompetence or inefficiency in the performance of the City Manager's duties as documented in written communications from the Council;

C. Insubordination or material failure to comply with lawful written Council directives;

D. Material failure to comply with federal, state, or local laws applicable to the City Manager's performance of duties;

E. Habitual, willful neglect of duties;

F. Habitual impairment by alcohol or drugs, hallucinogens, or other substances at times and in a manner that interferes with the performance of the City Manager's duties for the City;

G. Intentional misrepresentation of material facts to the Council or other City officials in the conduct of the City's business; or

H. Material violation of City policies including, without limitation, its Code of Ethics, Code of Employee Conduct, Gifting and Solicitation Policies, and the City's policies prohibiting unlawful discrimination and/or harassment including, without limitation, sexual harassment.

ii. Conviction of any felony, or any other criminal act of fraud, corruption, or dishonesty, or incarceration pending trial of any such matter for a period or periods that materially interfere with the City Manager's performance of duties for the City.

iii. Any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any duty or obligation required to be performed by City Manager under this Agreement or pursuant to federal, state, or local law, including the City Charter and Code.

iv. Any misconduct of the City Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual, serious violations of the New York Vehicle and Traffic Law resulting in suspension or revocation of the City Manager's driver's license, whether related to the performance of the City Manager's duties to the City or not.

v. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by the City Manager of public or other funds or
other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the City Manager in the City Manager’s official capacity.

In the event of the City Manager’s removal for Cause, the City Manager shall receive payment of the City Manager’s salary through the date of the Final Resolution of Removal, and only such additional amounts or benefits as are required to be provided pursuant to applicable law or City policies.

c. The City Manager may voluntarily resign prior to expiration of the Term, after first giving the Council at least ninety (90) days’ notice of resignation, or such lesser amount of notice as may be required due to medical necessity or as otherwise agreed upon between the City Manager and the Council. If the City Manager voluntarily resigns, the City Manager shall receive payment of the City Manager’s salary through the City Manager’s last day of employment, and only such additional amounts or benefits as are required to be provided pursuant to applicable law or City policies. The foregoing notwithstanding, if the City Manager fails to provide the required notice of resignation, any payments due and owing to the City Manager for the cash value of any accrued leave time as provided by City policy will be forfeited and not paid.

d. The Council may remove the City Manager for “Disability”. For purposes of this Agreement, Disability shall mean the City Manager’s material and substantial inability to perform the essential duties of the position of City Manager because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued sick leave, or a like number of working days within a three (3) month period. The City shall have the right to require the City Manager to attend for examination by a medical expert or experts of the City’s choosing to determine the existence, extent, and prognosis of any Disability. In the event of the City Manager’s removal for Disability, the City Manager shall receive payment of the City Manager’s salary through the date of the Final Resolution of Removal, and only such additional amounts or benefits as are required to be provided pursuant to applicable law or City policies.

e. The Term shall automatically end upon the City Manager’s death. In the event the City Manager dies while employed by the City, the City shall pay the City Manager’s estate or designated beneficiary the City Manager’s salary owed, if any, through the date of the City Manager’s death, and such additional amounts or benefits as are required to be provided pursuant to applicable laws or City policies.

7. **Performance Evaluations.**

a. The City Manager’s performance evaluations in accordance with this provision shall be conducted by an executive committee of the Council. The executive committee shall be appointed and chaired by the Mayor.
b. The Council will exercise its reasonable best efforts to provide the City Manager with at least one interim performance evaluation and one final performance evaluation for each year of the Term. Additional evaluation dates may be added by the Council by majority vote to reassess goals and deliverables based on changing priorities. In consideration of the likelihood of conflicting and emergent demands on Council’s time, it shall not be a breach of this Agreement if Council fails to provide interim or final performance evaluations on a timely basis, or at all.

c. The City Manager shall provide the Council with proposed performance goals on or prior to February 15 of each year of the Term, for use in the review of the City Manager’s performance during the year. The Council shall discuss the proposed goals with the City Manager, including any modifications the Council wishes to make to the proposed goals, and thereafter provide the City Manager with final goals on or about March 1 of each year of the Term, at which time the Council will meet with the City Manager to conduct a goal-setting dialogue regarding the City Manager’s goals for the coming year and, if applicable, the City Manager’s performance and achievement of the City Manager’s performance goals during the prior year. On or about September 1 of each year of the Term, the Council will meet with the City Manager to conduct a review of the City Manager’s performance and achievement to date of the City Manager’s performance goals during the period of January 1 through August 31 of the year. The Council will provide the City Manager with a final written evaluation for the preceding 12 months of the Term at this time.

d. The Council and its members (including the Mayor) shall not comment negatively on the City Manager’s work performance or make allegations of corruption or other unlawful conduct on the City Manager’s part, or of the existence of Cause for the City Manager’s removal, without first raising such matters privately with the City Manager and providing the City Manager with an opportunity to respond.

e.

8. **Insurance Coverage and Indemnification**

The City shall provide the City Manager with insurance coverage and indemnification against costs (including attorneys’ fees) and monetary liabilities incurred by the City Manager due to the City Manager’s actors or omissions occurring within the scope of the City Manager’s employment, on the same basis, to the same extent, and subject to the same limitations as the insurance coverage and indemnification the City provides to its Common Councilors, Mayor, and Department Heads. The City’s insurance and indemnification obligation to the City Manager may only be changed as part of changes generally adopted by the City for its Common Councilors, Mayor, and Department Heads. The requirements of this Section shall survive the expiration or termination of the Term.

9. **Protection of Confidential Information.**
The City Manager shall not at any time, during the Term or thereafter, disclose to anyone any information that the City maintains as confidential pursuant to the City's written policies or by operation of law. Examples of such confidential information include, without limitation, employee personnel or medical information absent an authorization or enforceable legal directive to disclose, collective bargaining negotiation strategies or draft proposals, information about unannounced policy initiatives, legally privileged information, or information about transactions for the purchase or sale of real or personal property while in planning or under negotiation. In addition to non-disclosure, the City Manager shall not use such confidential information for the City Manager's own benefit, or for the benefit of third parties. All memoranda, notes, records, or other documents compiled by the City Manager or made available to the City Manager during the Term shall be the property of the City and the City Manager shall deliver them to the City at the end of the Term, or at any other time upon the Council’s request.

10. Notices

Any notice, request, instruction, or other document to be given hereunder by either party to the other shall be in writing, and delivered personally, sent by Express Mail or reputable overnight courier service, or by certified or registered mail, postage pre-paid, to the address set forth for such party at the head of this Agreement. Notices given by the City Manager shall be directed by the City Manager to the Mayor, with a copy to the City Attorney. Any notice so given shall be deemed received when personally delivered, one (1) day after dispatch of the notice by Express Mail or overnight courier service, or three (3) days after certified or registered mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other parties in the manner herein provided for giving notice.

11. Non-Waiver

The failure of either party at any time to require performance by the other party of any provision hereunder shall in no way affect the right of that party thereafter to enforce the same, nor shall it affect any other party's right to enforce the same, or to enforce any of the other provisions in this Agreement; nor shall the waiver by either party of the breach of any provision hereof be taken or held to be a waiver of any subsequent breach of such provision or as a waiver of the provision itself.

12. Assignment

This Agreement is a personal services contract and the City Manager’s rights and obligations hereunder may not be sold, transferred, assigned, pledged, or hypothecated by the City Manager, except that the City Manager may designate a beneficiary to receive any amounts due upon the City Manager’s death during the Term. The foregoing shall not include any delegation of the City Manager’s duties and authority to an Acting City Manager during periods of absence by the City Manager as provided for by the City Charter. In the event of any attempted assignment or transfer of rights hereunder by the City Manager contrary to the provisions hereof, the Term and the City Manager’s employment hereunder shall automatically terminate without the need for removal by the Council.
13. **Modification.**

No cancellation, change, modification, or amendment of this Agreement shall be effective or binding, unless in writing, duly authorized, and executed by the parties to this Agreement.

14. **Severability.**

In the event any provision of this Agreement is found to be void and unenforceable by an arbitrator engaged pursuant to Section 17 below or a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

15. **Governing Law/Venue for Judicial Proceedings.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York and in all respects shall be interpreted, enforced, and governed under the laws of said State, without regard to any conflict of law principles. The parties agree that any legal action or proceeding relating to the terms of this Agreement or the enforcement thereof shall be brought solely in the New York State courts sitting in Tompkins County, New York, without regard to future residence of the City Manager. The parties expressly consent to the jurisdiction of such courts. The parties expressly, knowingly, and voluntarily waive their respective rights to bring any such action or proceeding in any other jurisdiction, or to have any such action or proceeding heard before a jury or an advisory jury.

16. **Resolution of Disputes.**

The parties agree they shall first attempt to resolve by good faith negotiation any controversy, dispute or claim arising out of or relating to the City Manager's appointment; removal; any other matter arising out of or relating to the City Manager's employment with the City; and any claim alleging any breach of this Agreement (collectively, "Claim(s)"). If the Claim(s) cannot be settled through negotiation, either party may seek relief from a court of competent jurisdiction in accordance with Section 15.

17. **Entire Agreement.**

The City Manager acknowledges and agrees that this Agreement sets forth the entire agreement between the City Manager and the City and supersedes all prior or contemporaneous agreements, conversations, discussions and/or negotiations among the parties regarding the City Manager's appointment and the terms of the City Manager's employment with the City. The City Manager also represents and agrees that neither the City nor any of its elected or appointed representatives, agents, or attorneys, including without limitation, the Mayor or any member of the Council, have made any representations concerning the terms and effects of this Agreement other than those specifically contained herein.
18. **Representation by Counsel/Understanding of Agreement.**

The City Manager represents that the City Manager has had a full opportunity to consult with legal counsel or other experts or advisors of the City Manager’s choosing before executing this Agreement, that the City Manager is satisfied with the advice received, and that the City Manager has read this Agreement carefully and fully understands its contents. The language of all parts of this Agreement shall, accordingly, be construed as a whole, according to their fair meaning, and not strictly for or against either party, regardless of who drafted them.

19. **Counterparts.**

The parties may execute this Agreement in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

20. **Section Titles and Headings.**

Any section titles and headings included herein are provided solely for reference purposes, and do not form any portion of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have duly executed this Agreement and Release on the dates set forth below.

CITY MANAGER

_____________________________ Dated: ________________
[Name]

CITY OF ITHACA, BY ITS COMMON COUNCIL, ACTING THROUGH THE MAYOR OF THE CITY OF ITHACA

By: __________________________ Dated: ________________
[Name], Mayor

APPROVED AS TO FORM:

______________________________
City Attorney

______________________________
Printed Name & Date
WHEREAS the City of Ithaca believes that the lack of housing for New York residents of all ages and income levels negatively impacts the future of New York State’s economic growth and community well-being;

WHEREAS the housing crisis has negative effects at regional and local levels, we believe that every community must do their part to contribute to housing growth and benefit from the positive impacts a healthy housing market brings to communities;

WHEREAS we believe that supporting housing production of all kinds in our community will bring multiple benefits, including increasing housing access and choices for current and future residents, providing integrated accessible housing options that meet the needs of people with sensory and mobility disabilities, bringing economic opportunities and vitality to our communities, and allowing workers at all levels to improve their quality of life through living closer to their employment opportunities;

WHEREAS we believe that evidence showing that infill development that reduces sprawl and supports walkable communities has significant environmental and public health benefits; and

WHEREAS we believe that affirmatively furthering fair housing and reducing segregation is not only required by law, but is essential for keeping our community strong and vibrant;

NOW THEREFORE BE IT RESOLVED that the City of Ithaca, in order to take positive steps to alleviate the housing crisis, adopts the Pro-Housing Communities pledge, which will have us endeavor to take the following important steps:

1. Streamline permitting for multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.
2. Adopting policies that affirmatively further fair housing.
3. Incorporating regional housing needs into planning decisions.
4. Increasing development capacity for residential uses.
5. Enacting policies that encourage a broad range of housing development, including multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.
8.1 Mayor Appointment to Sustainability and Climate Justice Commission

RESOLVED, that Nick Goldsmith be appointed to the Sustainability and Climate Justice Commission for a two-year term ending December 31, 2025.