## SPECIAL Common Council Agenda

**Date:** Wednesday, September 20, 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>
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<th>ITEM</th>
<th>Voting Item?</th>
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| 1. Call to Order  
1.1 Agenda Review | No | Mayor Laura Lewis | 5 Min |
| 2. Petitions and Hearings of Persons Before Council  
2.1 Statements from the Public | No | Sign up for public comment here: [https://tinyurl.com/7ts9zmku](https://tinyurl.com/7ts9zmku) | 60 Min |
|  
*Written comments submitted will be compiled and entered into the record.*  
2.2 Privilege of the Floor – Mayor and Council | No | *Submit written comments here: [https://tinyurl.com/mr9kdhw8](https://tinyurl.com/mr9kdhw8) | |
| 3. Special Meeting Business  
3.1 Pilot Policy to Manage Homeless Encampments on City Property  
3.2 Resolution to Authorize Amended MOU for Voluntary Contribution by Cornell | Yes | Yes | 60 Min & 60 Min |

| Meeting Length Estimate | 185 Min |

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

### How to Participate in Public Comment Virtually
**Email Common Council Through the Agenda Link**  
Written comments can be submitted to Common Council using this form: [https://tinyurl.com/mr9kdhw8](https://tinyurl.com/mr9kdhw8)
3.1 Pilot Policy to Manage Homeless Encampments on City Property

WHEREAS, on August 29, 2022, Mayor Lewis appointed the Working Group on Unsanctioned Encampments (WGUE) charged with developing a draft City policy regarding unsanctioned encampments on City-owned property, including a recommended methodology for policy enforcement given competing demands for limited City resources and a desire not to criminalized homelessness, and

WHEREAS, camping is currently prohibited on all City property, and

WHEREAS, the WGUE brought forward a draft pilot policy to the June 21, 2023 meeting of the Planning & Economic Development Committee (PEDC) featuring the following land classification approach to manage encampments on City property:

- Green Zone – camping temporarily allowed with basic hygiene and sanitation services provided
- Amber Zone – camping prohibited but lower priority for enforcement
- Red Zone – camping prohibited and top priority for enforcement, and

WHEREAS, the draft pilot policy further recommended a six-step, week-by-week, progressive enforcement protocol to respond to encampments located where prohibited, and

WHEREAS, no PEDC consensus was achieved regarding an enforcement protocol, and

WHEREAS, the PEDC discussion resulted in staff direction to bring back a revised policy containing the following elements:

- Establish a sanctioned camping area with a buffer from any residential neighborhood
- Provide basic living facilities and services in the sanctioned camping area
- Retain the existing prohibition on camping outside the sanctioned area
- Request Tompkins County convene a cross-agency multi-sector task force to address unsheltered homelessness

Now, therefore, be it

RESOLVED, that the City of Ithaca Common Council hereby adopts the Pilot Administrative Policy to Manage Homeless Encampments on City Property, dated September 15, 2023, and be it further

RESOLVED, that City of Ithaca Common Council recognizes that a City land management policy regarding encampments does not address the root causes of unsheltered homelessness and therefore requests Tompkins County, as the primary administrator of the social-welfare services for needy persons throughout the County, convene stakeholders to establish a cross-agency, multi-sector working group charged with recommending solutions to reduce unsheltered homelessness, and be it further
RESOLVED, that City staff is directed to work with community partners and service providers to develop and implement a plan for demarcating a sanctioned camping area and to provide supportive facilities and services in the area beginning no later than April 15, 2024, and be it further

RESOLVED, the Mayor is hereby authorized to appoint City representatives to a County convened cross-agency, multi-sector task for to address unsheltered homelessness.
To: Common Council  
From: Lisa Nicholas, Director of Planning & Development  
Date: September 15, 2023  
Re: Revised Pilot Administrative Policy to Manage Homeless Encampments on City Property

At the August 16, 2023 PEDC meeting, the Committee reviewed comments received on a draft Pilot Administrative Policy dated July 2023, and directed staff to make revisions for consideration at the September 20, 2023 meeting. Staff have developed the revised policy based on the following guidance from the Committee:

1. Draft a policy that establishes an area where camping will be temporarily allowed during a pilot period at the City-owned property in the southwest.
2. Remove the proposed protocol for voluntary relocation of campers or move to a separate policy.
3. Define the timeframe for the pilot and state the metrics that will be used for evaluation.
4. Provide a preliminary assessment of areas within the parcel that would be available for camping and consider providing a buffer from the neighborhood to the north.
5. Propose improvements in the allowed camping area, such as providing basic hygiene and sanitary facilities, cleaning abandoned campsites, garbage and sharps disposal, and other actions.
6. Emphasize the necessity of undertaking other actions to address the needs of those experiencing homelessness, such as collaboration/coordination with Tompkins County and other service providers.

Based on this guidance, staff submits the revised Pilot Administrative Policy to Manage Homeless Encampments on City Property, establishing an area where camping will be allowed during the pilot period. The proposed boundaries of the area are shown on the attached map titled Estimated Available Camping Area at City-owned SW Parcel. A separate policy addressing a protocol for voluntary relocation will be brought forward for consideration in the coming months.

Please find attached the revised policy and approval resolution as well as of work completed to date.

Please note that the City and County will begin an active collaboration to address the needs of the unhoused, including providing basic facilities and site management in the proposed sanctioned camping area.

Please contact me at nicholas@cityofithaca.org with any questions prior to the meeting.
City of Ithaca Pilot Administrative Policy to Manage Homeless 
Encampments on City Property

1. Statement of Problem
Like many communities around the nation, the City of Ithaca and Tompkins County are facing crisis levels for 
individuals experiencing homelessness. During the winter of 2022-23, a record number of people, up to 240 on 
some nights, received emergency cold-weather shelter. A growing number of unauthorized campsites on public 
properties in the City poses safety and health concerns for people living in and around them, and create 
challenges related to human waste, garbage, exposure to communicable diseases, exposure to violence and 
other human health concerns.

2. Guiding Principles
- Homelessness is not a crime.
- Treat persons experiencing homelessness as community residents who deserve respect, dignity and 
  compassion.
- Ensure that any necessary relocation intervention is accompanied by an option for shelter, housing, 
  and/or a relocation site
- Acknowledge that the City is limited in supportive services and must partner with other organizations 
  to create a safe, sanitary, and supportive camping environment for those experiencing homelessness

3. Purpose
Manage City properties in a way that:
- Provides a location where camping is temporarily allowed on City property, recognizing that there is 
  currently not enough housing to accommodate all those who need it
- Balances the competing needs of vulnerable unsheltered persons with the City’s obligation to maintain 
  public health, safety, general welfare and protection of environmental resources.
- Allows service providers to clearly indicate where camping is temporarily allowed
4. Creation of an area where camping is temporarily allowed on City Property

Encampments are prohibited on all City properties unless expressly authorized. Due to the lack of shelter options available for each person who is experiencing unsheltered homelessness, the following City property is classified as an area where camping will be temporarily allowed:

- The portions of the Southwest (SW) Parcel (tax parcel #119.-1-2) identified on the attached map as suitable for camping with a green color coding. The SW parcel is located immediately west of Walmart and generally does not extend north behind Lowes. Approximately 28 acres of the 55-acre site are considered suitable for camping. Areas of active or imminent use by the Department of Public Works (DPW) such as for material storage, active spoils disposal, and the dewatering facility; jurisdictional wetlands; utilities and easements; and the interior loop access road are areas unsuitable for camping.

Camping is not allowed on other city properties including but not limited to any areas under active City use for public or municipal functions including but not limited to parks, natural areas, road rights-of-way, sidewalks and adjacent tree lawns, multi-use trail corridors, The Commons, and public parking sites.

5. Intervention Framework

Approaches to City intervention are as follows:

A. The City will work with community partners and service providers to develop and implement a plan to promote public health and to support the needs of persons experiencing homelessness.

B. At minimum, basic living facilities to be provided shall include toilets, a drinking water supply, sharps disposal container, garbage collection and clean-up of abandoned camps. Additional facilities such as hot water showers, storage, phone charging, security lighting, and facilities for meeting with outreach workers may be provided as resources and staffing are available.

C. Existing policies and practices that prohibit camping on other City properties continue unchanged. City interventions to prevent establishment of encampments on other lands may include erection of fencing, vegetation clearing and mowing, and conversion to inclusive public spaces for use by all persons, including those experiencing homelessness.

6. Response Due to Emergency or Hazards

The City reserves the right to seek immediate closure and/or removal of any campsite on City property in the event of an emergency condition or obstruction.

Law enforcement shall respond and investigate alleged crimes committed at encampments consistent with laws and policies that govern other criminal investigations, irrespective of location or whether the victim or suspect is sheltered or unsheltered.
7. **Coordination with other Municipalities**
The City shall work in close coordination with Tompkins County, adjacent municipalities, and service providers in administration and implementation of this pilot policy and explore collaborative approaches to reduce unsheltered homelessness.

8. **Evaluation**
The City shall annually review this pilot policy for revision and improvement. Staff, in collaboration with service providers, will develop appropriate metrics to evaluate the effectiveness of the policy, including, but not limited to the following:

- whether availability of a sanctioned camping area significantly minimizes the number of scattered encampments in other areas of the City
- whether the sanctioned camping area is providing a reasonably safe and sanitary location for persons experiencing unsheltered homelessness where they can meet daily living requirements and reliably connect with outreach workers
- whether the mix of facilities, services, and maintenance is sufficient to induce campers to locate in a sanctioned camping area
- whether the size and character of the sanctioned camping area is sufficient to accommodate persons lacking access to shelter
- document the estimated public investment required to operate and maintain facilities and services at the sanctioned camping area for comparison against alternative uses of public resources to address homelessness.

9. **Definitions**

**Campsite/Encampment**: one or more tent, lean-to, structure, tarpaulin, pallet, or makeshift structure used for purposes of habitation or active occupation located in an identifiable area within the City of Ithaca. Habitation is evidenced by the presence of bedding materials, campfires, cooking materials, storage of clothing and other personal belongings or items, gathered in a manner where it appears to a reasonable person that the site is being used for habitation or active occupation purposes. Campsites do not include sites a reasonable person would conclude are no longer in use, because any remaining materials are garbage, debris, or waste.

**Emergency Condition**: a campsite where people camping outdoors are at risk of serious injury or death beyond that caused by increased exposure to the elements, or their presence creates a risk of serious injury or death to others, or damage to neighboring property. Immediate hazard campsites include but are not limited to areas where site conditions present an immediate threat to public health or the environment and/or the lack of sanitation facilities results in human solid or liquid waste being discharged therein.

**Obstruction**: people, tents, makeshift structures, personal property, debris and other objects related to a campsite that interfere with ADA access or a public right-of-way; or interfere with areas that are necessary or essential to the intended use or maintenance of a public property or a public facility.
June 1, 2022

**CC 4.3 Proposed Policy Regarding Encampments on City Property**

WHEREAS, former Mayor Myrick requested Ithaca Urban Renewal Agency staff develop a draft policy regarding encampments on city property for consideration by Common Council, and WHEREAS, an initial draft was developed and presented for input from the Ithaca/Tompkins County Continuum of Care, community outreach workers, and the TIDES working group, and WHEREAS, several modifications have been incorporated into the final proposed policy, and WHEREAS, Common Council procedures allow for reports to be “accepted,” “endorsed,” or “adopted”; now, therefore, be it

RESOLVED, that the Common Council for the City of Ithaca hereby accepts the “Proposed Policy Regarding Encampments on City Property,” dated May 2022.

*Policy was ‘accepted’ unanimously by Council.*

**Summary of Recommendations:**

- To provide clarity to City staff and the community, the City should adopt an explicit policy regarding encampments on City property. It is recommended that encampments be prohibited on City property unless expressly authorized, but enforcement of the policy shall be prioritized toward high-sensitive areas of the community. In practice, this policy will direct temporary encampments away from sensitive areas and tolerating their existence on an interim basis at a limited number of areas that are less sensitive and where services can be provided to promote safe and sanitary living conditions until more shelter options are available.

- An important parallel policy initiative should be to work proactively with community partners to expand the supply and choices of shelter available in the homeless response system. If City and/or County resources may become available to strengthen the homeless response system, then issuance of a Request for Expressions of Interest (RFEI) is recommended to explore what organizations are interested to construct and operate housing facilities if land and/or financial support were available.

Full report is here: [https://www.cityofithaca.org/AgendaCenter/ViewFile/Agenda/_06012022-2504](https://www.cityofithaca.org/AgendaCenter/ViewFile/Agenda/_06012022-2504)

Sept 22, 2022

**First Meeting of Working Group with this charge:**

The working group will

(1) develop a draft City policy regarding unsanctioned encampments on City-owned property, including a recommended methodology for policy enforcement given competing demands for limited City resources and a desire not to criminalize homelessness, and

(2) by January 2023, evaluate and recommend if any City lands currently used for unsanctioned encampments should be repurposed for other public use or more active management.

**Following adoption of a City policy regarding unsanctioned encampments on City-owned property**, the working group will recommend an appropriate City role and actions to assist unsheltered persons experiencing homelessness transition to shelter and stable housing.

- Agreement to tackle short-term problem and long-term problem
- Short-term and key first step was clearly identifying where camping would be allowed and what enforcement would look like where it was not allowed

Nov 2022

**Council included funding for a part time Homeless Coordinator position; approved in the 2023 budget at $40,000**
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<tr>
<td>Jan 26, 2023</td>
<td><strong>First Draft Reviewed by Working Group</strong></td>
<td><strong>Draft Outline of City Policy on Unsanctioned Encampments on City 1-27-23.docx</strong></td>
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| Feb 9, 2023   | **Discussed possibility of showers, etc. and the development of an RFP to manage facility** | -reviewed alternate options  
-revised RFP                                              |
| March 2023    | **Second Draft Reviewed by Working Group**                           | **Draft Encampment Policy - Year One.docx**                                 |
|              | Conducted internal meetings with key city, county, NPO stakeholders. | Summar of comments here: **Policy comments & questions.xlsx**               |
| April 2023    | **Integrated staff feedback and created a new draft policy**         | **Pilot Encampment Policy Framework - 4-18-23 nb.docx**                      |
| May 2023      | **Staff Integrated Feedback and prepared to present working group findings to PEDC in June** | **CC 6.1 Resolution - Release of Funds from Restricted Contingency to Address Homelessness** |
|              | WHEREAS, as part of the 2023 Authorized City Budget, Common Council included $100,000 in restricted contingency funding to address homelessness, and |  
WHEREAS, staff is requesting that up to $73,700 be released for the following purposes:  
- $60,000 to lease or rent one two-station portable toilet and shower. The units will be transported to the City-owned southwest property on a yet-to-be-determined regular weekly schedule for the purpose of providing basic hygiene facilities to those experiencing homelessness.  
(Rental = approx. $6,000/month for 10 months = $60,000).  
- $5,000 to place and maintain a dumpster on the City-owned southwest property for the purpose of providing basic sanitation facilities. ($500/month for 10 months)  
- $8,700 to purchase fencing materials to be erected on the city-owned Brindley St property. The purpose of the fencing is to limit access to the property and prevent reestablishment of campsites on this sensitive site during 2023. Staff will strive to develop a design and program for site restoration and public use; now, therefore be it  
RESOLVED, That Common Council hereby releases up to $73,700 from Account A1990 Restricted Contingency and transfers the funds to the appropriate account for the purpose of funding these activities in for 2023.  
*This carried unanimously at the May Council Meeting.*  
- Concerns raised by current company providing port-a-potties in SW; refusal to continue service  
- DPW Superintendent began researching options for implementation once we had a clarifying land-management policy. |
| May 2023      | **County Hired Full Time Homeless Services Coordinator (Tammy Baker)** | This position is charged with the following:  
- Develop a recommendation for the legislature on the Home Together Tompkins plan  
- Revitalize and coordinate the Community Outreach Worker Program Advisory committee  
- Coordinate with DSS to address immediate shelter needs and plan for winter 2023 |
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| June 2023  | **Working Group Presented to PEDC**  
Presentation is here: [PEDC - Pilot Policy Presentation JUNE 2023.pdf](PEDC-Pilot-Policy-Presentation-JUNE-2023.pdf)  
Meeting link is here: [https://www.youtube.com/live/_XZVo2s36lo?feature=share](https://www.youtube.com/live/_XZVo2s36lo?feature=share)  
Discussion starts at 1:04 |
| July 2023  | **PEDC sent policy out for circulation (on June 30)**  
- asked for feedback on specific sections of the policy |
| August 2023| **PEDC reviewed comments, discussed the policy and directed to amend the policy to establish a green zone only that would include basic hygiene and sanitation facilities, and collaboration with the County and other partners.**  
County convened a meeting of COWP advisory committee (representatives from all funding parties) to discuss how the program should function moving forward. |
3.2 Resolution to Authorize Amended MOU for Voluntary Contribution by Cornell

WHEREAS, for over 150 years, the City of Ithaca and Cornell have recognized the importance of each entity to the other; and

WHEREAS, despite the tremendous overall economic impact that Cornell brings to the region and the city, it bears a moral obligation to support its host city with direct financial contributions of a scale commensurate with its leading role in the community; and

WHEREAS, Cornell’s tax-exempt real estate holdings in the city represent nearly half of the city’s assessed property value (roughly 45% as last calculated); and

WHEREAS, under its now-expiring agreement with the City, Cornell contributed $1.6 million to the City in 2023 and, due to expiration of that agreement, is not currently scheduled to make any payment to the City in 2024 or thereafter; and

WHEREAS, the City and Cornell held a series of negotiating sessions since April, and the Common Council received multiple briefings on the progress of those negotiations; and

WHEREAS, the City benchmarked its proposals across those negotiations against 25% of approximately $33 million in property taxes that Cornell would pay were its property taxable, or roughly $8 million, against which it provided Cornell with some credit for the many municipal-like services that Cornell provides in lieu of City expenditures on the same; and

WHEREAS, as of August 11, Cornell stated that its final offer was approximately $3.15 million per year, to which the City responded by proposing approximately $5 million per year; and

WHEREAS, beginning on September 7, an additional round of negotiations commenced in which Cornell and the City expressed a willingness to meet at the mid-point of their previous proposals; and

WHEREAS, this round of negotiations resulted in an agreement in principle—subject to approval by the Common Council and the Cornell Board of Trustees—that has garnered the support of the administrations at both the City and Cornell; and

WHEREAS, that agreement in principle, as reflected in the Term Sheet included herein, increases Cornell’s current annual payment of approximately $1.6 million to $4 million, including an approximately $2.4 million true-up payment to be made within 30 days of execution, thus providing the City and its residents immediate and significant new financial resources; and

WHEREAS, across the next two decades, this agreement in principle is anticipated, with inflation adjustments, to result in total payments by Cornell to the City in excess of $100 million; now, therefore be it

RESOLVED, that the Common Council approves and ratifies the Term Sheet included herein, specifying that Cornell shall commence annual payment to the City of $4 million, plus upward adjustments for inflation, each year for 21 years, beginning in 2023; and be it further
RESOLVED, that the Mayor is authorized, on the advice of the City Attorney, to execute an amended Memorandum of Understanding Between the City of Ithaca and Cornell University, reflecting the foregoing Term Sheet, in a form substantially similar to the amended Memorandum of Understanding included herein.
Voluntary Payment Term Sheet
Between the City of Ithaca & Cornell University

The City of Ithaca ("City") and Cornell University ("Cornell") intend to finalize and execute, following approval from their respective governing bodies, an amendment to the Memorandum of Understanding between the City of Ithaca and Cornell University, dated October 5, 1995 and previously amended October 21, 2003 ("MOU"), to continue Cornell’s voluntary contribution payment to the City. Cornell and the City shall expeditiously seek to finalize a definitive amendment consistent with the terms and conditions of this term sheet.

Term
July 1, 2023 through June 30, 2044

Voluntary Direct Payment (retroactive to July 1, 2023)

- Cornell shall contribute $4,000,000 per year in the month of July, 80% of which shall be non-dedicated funds and 20% of which shall be Dedicated Funds as set forth below. The payment already made by Cornell for 2023 under the MOU shall be credited against this amount, and the true-up payment shall be made within thirty days following execution of the definitive amendment. The Dedicated Funds portion of the 2023 contribution shall be 20% of the true-up payment, and shall be encumbered by the City Controller and held over for allocation as additional Dedicated Funds in calendar year 2024.

- Use of dedicated funds:
  - The City agrees to expend Dedicated Funds only on Eligible Projects and Infrastructure ("Eligible Projects") or Eligible Services, either way in Eligible Locations, after participating in good faith in Joint Project Selection, subject to sole City authority to ultimately select one or more Eligible Projects or Eligible Services in either a Campus-Adjacent or Collegetown Eligible Location.
  - The foregoing capitalized terms shall be defined as follows:
    - Eligible Projects shall be defined as: Projects or Infrastructure (including, without limitation, design, purchase, construction, maintenance and repair of same), on or pertaining to City-owned property or infrastructure, in any of the following categories: Road and bridge construction and repair, stormwater infrastructure, natural areas and gorge infrastructure (trails, barriers, etc.), construction and maintenance of sidewalks outside of a Sidewalk Improvement District, parking garage/lot construction or repair, EV charging infrastructure, parks & open space, and other projects as jointly recommended by the Cornell-City of Ithaca permanent working group. Eligible Services shall mean fire service.
    - Eligible Locations, in order of priority, shall mean: First, Cornell-Adjacent, meaning any locations in close proximity to campus, including any City-owned infrastructure on campus. If, for any given portion of the Dedicated Funds, Joint Project Selection is unable to select any Eligible Projects or Eligible Services in that location, then the next geographic
priority is Collegetown. If, for any given portion of the Dedicated Funds, Joint Project Selection is unable to select any Eligible Projects or Eligible Services in that location, then the next geographic priority is the area bounded to the west by Aurora Street and to the south by Martin Luther King Jr./East State Street.

- Joint Project Selection shall be defined as: during at least one of its regular meetings annually, the Cornell-City of Ithaca permanent working group will discuss project selection. The parties shall provide each other with a list of proposed Eligible Projects and/or Eligible Services in Eligible Locations that meet the requirements set forth above, and use good faith efforts to select one or more mutually agreeable projects, with the City retaining ultimate decision making authority to select one or more of the Eligible Projects in either a Campus-Adjacent or Collegetown Eligible Location.
  - If jointly recommended by the Cornell-City permanent working group, Dedicated Funds may be saved, encumbered and combined by the City Controller for and across up to five calendar years for use on a specified Eligible Project or Eligible Service.
  - The City will, in its reasoned discretion, seek opportunities to use these funds for the local share of federal/state grants for eligible projects.

**Inflation adjustment**

Beginning with the payment due in July 2024, the voluntary direct payment shall be increased annually, in accordance with the increase (if any) in the Consumer Price Index (100=1982-1984) – U.S. City Average All Urban Consumers (“CPI-U”) published by the U.S. Department of Labor, Bureau of Labor Statistics (https://www.bls.gov/bls/news-release/cpi.htm), as follows:

\[
\text{Adjusted Annual Payment} = 4,000,000 \times \frac{\text{CPI-U for January of that calendar year}}{299.1701^1}
\]

The payment shall never be reduced from the prior calendar year as a result of the above calculation, and for each year shall be at least equal to the previous year’s payment.

In the event the CPI-U is no longer published, the Parties shall use the nearest equivalent cost of living calculation that is in general use by the U.S. business community.

**Faculty Expertise/Assistance**

Starting July 1, 2023, and for the duration of the term, Cornell will fund an annual grant (estimated at a cost of $100,000/year) for a faculty member to work with the City on a project of mutual interest, to be mutually agreed upon by the Cornell-City of Ithaca permanent working group.

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1 The CPI-U published for January 2023 [https://www.bls.gov/news.release/archives/cpi_02142023.htm]).
Subject to approval
This term sheet is not a binding agreement. The definitive amendment drafted by Cornell and the City encompassing the terms and conditions set forth herein shall not be binding unless and until the City’s Common Council and Cornell’s Board of Trustees have approved these terms and the amendment has been executed.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ITHACA AND CORNELL UNIVERSITY

October 5, 1995*
Amended October 21, 2003†
Amended ________, 2023‡

PREAMBLE

This Memorandum of Understanding is entered into by the parties in mutual recognition that their futures are inextricably entwined. Cornell University and the community that now comprises the City of Ithaca have had a deep and ongoing relationship for more than 130 years. Each depends upon and draws upon the strength of the other. The City and its neighboring municipal jurisdictions have provided a physical and social environment in which the University has flourished; the University, in turn, has been a principal economic and cultural force in the community.

As is true with many long-term relationships, the intensity and quality of the interaction between the City and the University have varied over time. Both parties have faced, and continue to face, significant fiscal and regulatory pressures from the outside, particularly from the state and federal governments. Both parties are similarly affected by changes in the local economy and beyond. These pressures make it all the more important that both parties understand and accommodate their respective interests in furtherance of the common good of the entire community.

This Memorandum of Understanding represents a determination on the part of the City and the University to pursue this objective and to build upon previous and existing agreements in a spirit of partnership, friendship and cooperation. It reflects our conviction that cultivating this spirit is essential for a productive and mutually supportive future.

The City of Ithaca recognizes that Cornell’s ability to succeed as a leading national research university is essential for the long-term economic and social health of the City and its residents. Without question, the presence of Cornell enhances in many ways the quality of life in the City and in all of Tompkins County. Cornell faculty, students, and staff provide tens of thousands of hours of voluntary services each year to various community and social service agencies in the City. As the largest employer in the City of Ithaca and in the county, Cornell’s students, faculty, and staff contribute to the area’s economic vitality; their local expenditures constitute a significant share of the sales tax revenue generated in the City and in Tompkins County, and the thousands of visitors attracted to our local community by virtue of the presence

* As approved by the City of Ithaca Common Council on October 9, 1995, and as approved by the Cornell University Board of Trustees on October 13, 1995.
† As approved by the City of Ithaca Common Council on October 21, 2003, and as approved by the Cornell University Board of Trustees on October 18, 2003.
‡ As approved by the City of Ithaca Common Council on ______, 2023, and as approved by the Cornell University Board of Trustees on ______, 2023.
of the University make a like contribution. The capital construction and renovation programs of
the University similarly play a major role in the enhancement of the local economy, with the
prospect of tens/hundreds of millions of dollars being spent locally over the next decade. By its
calculation, Cornell also provides more than $19 million per year in services on campus, a portion
of which the City would otherwise have to fund, such as public safety, snow removal, sidewalk
construction, and paving. The civic life of the community also has been enhanced through the
participation of many University faculty and staff on City boards and commissions, and indeed
on Common Council, as well as through the provision of continuing ad hoc advice and
consultative services to this and other municipalities.

Cornell recognizes that its presence also creates demands in the community for municipal
infrastructure and services, particularly in the area of fire protection. The City’s police and fire
services, its well-maintained streets and bridges, its many youth and recreational programs, its
affordable housing initiatives, its extensive park system, and its attractive neighborhoods and civic
centers all help to provide the healthy surrounding community environment necessary for
Cornell’s well-being. Cornell was among the first universities in the nation to make voluntary
payments to its local municipality in support of public services, and it remains committed to doing
so within the availability of its financial resources.

OBJECTIVES

In furtherance of the partnership desired by the City and the University, both parties agree
to pursue the following objectives:

1. A stable local governmental and economic environment that contributes to Cornell’s
ability to succeed as a leading national/global research university and to the City’s ability to
provide a high-quality physical, educational, social, and cultural environment.

2. A common understanding that the University is a dynamic and vibrant institution, whose
instructional, research, and outreach missions will invariably change over time, requiring
appropriate adjustments in the physical and operational characteristics of the campus.

3. A mutual recognition that restrictions on the University’s ability to make appropriate
adjustments in the physical and operational characteristics of the campus will inevitably place
significant limits on the University’s capacity to compete effectively in the national and
international higher education marketplace and to provide economic, cultural, and financial
support to the surrounding community.

4. A governmental environment that supports intelligent economic development initiatives,
not only in the City but throughout Tompkins County, with the goal of encouraging the growth
and diversity of local business and industry, thereby stimulating the expansion of local job
opportunities and the sales and real estate tax bases.

5. A high-quality educational, cultural and social environment that seeks to meet the
legitimate needs of the entire community, particularly its children and youth, and that constitutes
an indispensable ingredient for the successful recruitment and retention of the University’s faculty
and staff.
6. A safe and secure community in which municipal fire and police services complement and support related activities already provided by the University itself and in which members of the University community respect the rights and legitimate expectations of their neighbors.

7. The continued development of carefully coordinated joint planning between the University and surrounding units of local government, typified by the nationally-recognized public transit activities that resulted from such endeavors in the recent past.

8. Recognition that the University’s most important asset is intellectual, and that the application of faculty, student, and staff expertise to the resolution of municipal and community problems constitutes contributions of significant value.

UNDERTAKINGS

To secure these objectives, the City of Ithaca and Cornell University agree to the following provisions, both singly and jointly as the case may be:

1. The City of Ithaca and Cornell University pledge to conduct their affairs in a spirit of mutual recognition and support.

2. Not later than July 15, 1996, the University and the City will jointly appoint a The Cornell-City of Ithaca permanent working group, comprising three executive officers of the University and the Mayor and two members of the City of Ithaca Common Council, shall continue to meet. Depending upon the particular issue, the working group may invite the head(s) of those operational units of the University and/or the City whom the working group determines appropriate.

   a. The permanent working group will meet on a regular basis, and at least quarterly, with the goal of analyzing issues of common concern and making specific proposals for consideration by the respective decision-making bodies of the City and the University.

   b. The subject matter for consideration by the permanent working group will include, but not be limited to, the provision of municipal fire and police services, public transit opportunities, the availability of affordable housing and its relationship to the presence of on-campus housing, the role of University community service programs, the availability of University facilities and programs to members of the public, the respective roles of the City and the University in the regulation of traffic and parking and in the maintenance and renovation of the surrounding infrastructure, and matters of common concern affecting zoning, land use, and the environment, and the use of dedicated funds as set forth in this MOU.

3. While Cornell University neither seeks nor expects any preferential treatment, it is mutually understood that the University is clearly entitled to be treated equitably in all its dealings with the City of Ithaca throughout the duration of this Memorandum of Understanding. Consequently, the City of Ithaca pledges its determination to review University applications for building permits and other municipal authorizations in a professional, expeditious, and cost-conscious manner consistent with applicable federal, state, and local law, and in a manner consistent with the mutual objectives delineated in this Memorandum of Understanding. In the
event and to the extent the City of Ithaca takes any action or imposes any fee that, in Cornell University’s sole judgment, is contrary to this paragraph 3 of this Memorandum of Understanding or subjects Cornell to inequitable financial burdens or arbitrary or discriminatory treatment, then Cornell University may reduce its forthcoming annual payments to the City of Ithaca by the amount Cornell has incurred in response to such action or fee. Before reducing its voluntary payments, however, Cornell University will provide the City of Ithaca 45 days notice of the amount it intends to reduce and the reasons therefore, so that University and City representatives will have sufficient opportunity to discuss such concerns during the “working group” sessions as provided in paragraph 2 of this Memorandum of Understanding.

4. The University agrees to continue its present commitment to exercise its purchasing power, to the extent practicable, to support the local economy.

5. The University will encourage and facilitate opportunities for members of its student body, faculty and staff to offer their voluntary and professional services to the City to the fullest extent possible.

6. The City of Ithaca acknowledges that in making voluntary monetary, material, and in-kind contributions to local municipalities, school districts, and community organizations, Cornell University neither intends to waive its tax-exempt status afforded by the laws of the State of New York nor to enter into a contractual arrangement for payments in lieu of taxes. The City further agrees that during the life of this Memorandum of Understanding it will take no step to seek a change in that status of the University, whether through judicial, legislative, or other means. The University acknowledges that nothing in this Memorandum of Understanding modifies the obligations of the City pursuant to federal, state, and local law.

7. The University pledges to continue its long-standing commitment to provide voluntary financial contributions to the City of Ithaca and agrees to support fire protection and other municipal services during the life of this Memorandum of Understanding according to the following schedule:

<table>
<thead>
<tr>
<th>Year</th>
<th>Payments (in $000)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fire Services</td>
</tr>
<tr>
<td>1995-96</td>
<td>225</td>
</tr>
<tr>
<td>1996-97</td>
<td>250</td>
</tr>
<tr>
<td>1997-98</td>
<td>275</td>
</tr>
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<tr>
<td>2004-05</td>
<td>475</td>
</tr>
<tr>
<td>2005-06</td>
<td>550</td>
</tr>
</tbody>
</table>
a. *Increased Voluntary Payment. Retroactive to July 1, 2023, Cornell shall contribute $4,000,000 per year in the month of July, 80% of which shall be non-dedicated funds and 20% of which shall be Dedicated Funds as set forth below. The payment already made by Cornell for 2023 under the 2003 amended MOU shall be credited against this amount, and the true-up payment shall be made within thirty days following execution of this agreement. The Dedicated Funds portion of the 2023 contribution shall be 20% of the true-up payment, and shall be encumbered by the City Controller and held over for allocation as additional Dedicated Funds in calendar year 2024.

b. Inflation adjustment. Beginning with the payment due in July 2024, the voluntary direct payment shall be increased annually based upon, in accordance with the increase (if any) in the Consumer Price Index (the United States 100=1982-1984) – U.S. City Average All Urban Consumers (“CPI-U”) published by the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index-All U.S. Cities) (https://www.bls.gov/bls/news-release/cpi.htm), as follows:

a. In addition to the above schedule of voluntary contributions, Cornell University is committed to providing the special additional sums of $250,000 in FY 2004-05, $150,000 in FY 2005-06, and $75,000 in FY 2006-07, in recognition and support of the City’s economic development efforts during this same three-year period, including but not limited to the following activities: the continuation of the City’s current citywide retention and recruitment visitation program; continued technical and other liaison support to businesses requesting City assistance; continued participation in the Cornell University Office for Economic Development planning meetings; continued efforts to further develop the commercial centers of the City; and...
a continuation of the support provided for the Ithaca Downtown Partnership and Tompkins County Area Development. If the amount of funds devoted to the City’s economic development activities, which this special additional contribution is intended to support, are reduced during this three-year period, then the amount of the additional sums referenced above will be reduced by the same dollar amount.

\[ \text{Adjusted Annual Payment} = 4,000,000 \times \frac{\text{CPI-U for January of that calendar year}}{299.170} \]

The payment shall never be reduced from the prior calendar year as a result of the above calculation, and for each year shall be at least equal to the previous year’s payment.

In the event the CPI-U is no longer published, the Parties shall use the nearest equivalent cost of living calculation that is in general use by the U.S. business community.

c. Use of Dedicated Funds. The City agrees to expend Dedicated Funds only on Eligible Projects and Infrastructure (“Eligible Projects”) or Eligible Services, either way in Eligible Locations, after participating in good faith in Joint Project Selection, subject to sole City authority to ultimately select one or more Eligible Projects or Eligible Services in either a Campus-Adjacent or Collegetown Eligible Location. The foregoing capitalized terms shall be defined as follows:

- **Eligible Projects** shall be defined as: Projects or Infrastructure (including, without limitation, design, purchase, construction, maintenance and repair of same), on or pertaining to City-owned property or infrastructure, in any of the following categories: Road and bridge construction and repair, stormwater infrastructure, natural areas and gorge infrastructure (trails, barriers, etc), construction and maintenance of sidewalks outside of a Sidewalk Improvement District, parking garage/lot construction or repair, EV charging infrastructure, parks & open space, and other projects as jointly recommended by the Cornell-City of Ithaca permanent working group. Eligible Services shall mean fire service.

- **Eligible Locations**, in order of priority, shall mean: First, Cornell-Adjacent, meaning any locations in close proximity to campus, including any City-owned infrastructure on campus. If, for any given portion of the Dedicated Funds, Joint Project Selection is unable to select any Eligible Projects or Eligible Services in that location, then the next geographic priority is Collegetown. If, for any given portion of the Dedicated Funds, Joint Project Selection is unable to select any Eligible Projects or Eligible Services in that location, then the next geographic priority is the area bounded to the west by Aurora Street and to the south by Martin Luther King Jr. / East State Street.

- **Joint Project Selection** shall be defined as: at least annually, during its regular meetings, the Cornell-City of Ithaca permanent working group will discuss project selection. The parties shall provide each other with a list of proposed Eligible Projects and/or Eligible Services in Eligible Locations that meet the requirements.

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set forth above, and use good faith efforts to select one or more mutually agreeable projects, with the City retaining ultimate decision making authority to select one or more of the Eligible Projects in either a Campus-Adjacent or Collegetown Eligible Location.

- If jointly recommended by the Cornell-City permanent working group, Dedicated Funds may be saved, encumbered and combined by the City Controller for and across up to five calendar years for use on a specified Eligible Project or Eligible Service.

- The City will, in its reasoned discretion, seek opportunities to use these funds for the local share of federal/state grants for eligible projects.

d. Faculty Expertise/Assistance. Starting July 1, 2023, and for the duration of this Agreement, Cornell will fund an annual grant (estimated at a cost of $100,000/year) for a faculty member to work with the City on a project of mutual interest, to be mutually agreed upon by the Cornell-City of Ithaca permanent working group.

b-e. In each calendar year, beginning with 1996, the City will report to the University by February 15 on the manner in which it has expended the University’s contribution in the prior calendar year and the purposes for which it intends to expend such contribution in the current calendar year.

e-f. In each calendar year, beginning with 1996, the University’s contribution pursuant to this schedule shall be made not later than July 15.

d-g. These voluntary contributions constitute the total voluntary financial obligation of the University to the City of Ithaca during the period of this Memorandum of Understanding.

8. This Memorandum of Understanding shall take effect immediately upon authorized approval of the respective governing bodies and shall remain in effect through June 30, 2024. Recognizing that the composition of their respective governing bodies (the City of Ithaca Common Council and the Cornell University Board of Trustees) will inevitably change over time, the parties pledge the good faith efforts of their institutions to secure the attainment of these provisions throughout the life of the Memorandum of Understanding. This Memorandum of Understanding is subject to cancellation upon written notice (with stated reasons) not less than six months prior to the start of the calendar year in which the proposed voluntary contribution is to be made.

SIGNATURE

In witness hereof, we have affixed our signatures on this 22nd day of December 2003.

Alan J. Cohen

Jeffrey S. Lehman