

**Mayor
James N.
Giannettino, Jr.**

**Council Members
Terrence R. Cuddy
Christina Calarco
Dr. Rhoda
Overstreet-Wilson
Craig T. Diego**

Auburn City Council AGENDA



Mayor Giannettino and the members of the Auburn City Council would like to welcome you to Memorial City Hall. At the beginning of each City Council meeting a time is reserved for the public to be heard. If you have come to speak during the public to be heard portion of this meeting the following information will be helpful to you. When you are recognized by the Mayor please approach the podium, state your name and address for the record and speak directly into the microphone. The council is pleased to hear relevant comments that pertain to City government however a 3-minute limit is set by City Council to allow for all of the meeting's business to be conducted. Also, please remember to silence your phones. Requests for accommodations may be made with advanced notice of at least three work days prior to the meeting by calling (315) 255-4100 or e-mailing disabilityaccess@auburnny.gov. As much advance notice as possible is needed to assure that appropriate services can be acquired. City Hall building will close 15 minutes after the meeting adjourns. Thank you for your interest in City Government.

City Council meetings may be viewed through a live-stream on our city web site.
Use the following web address to view the live-stream: <https://AuburnNY.gov/Channel-A>

Business Session August 6, 2026 5:00 PM

- 1. Roll Call**
- 2. Pledge of Allegiance to the Flag**
- 3. Moment of Silent Prayer or Reflection**
- 4. Public Announcements**
- 5. Ceremonial Presentations and Proclamations**
- 6. Public to be Heard**
- 7. Approval of Meeting Minutes**
 - 7.A. July 9, 2026 and July 16, 2026 City Council Meeting Minutes
- 8. City Manager's Report**
- 9. Reports from Members of Council**
- 10. SEQR Resolutions**
- 11. Ordinances**
- 12. Local Law**

13. Resolutions

13.A. Council Resolution #93 of 2026 Establishing a temporary twelve (12) month moratorium on the development or construction of Data Storage Facilities within the City of Auburn

13.B. Grant Resolution #94 of 2026 Authorizing a 2026 Consolidated Funding Application (CFA) for the NYSERDA Building Cleaner Communities Competition

14. Tabled Items

15. Staff/Vendor Presentations

16. Other Business from the Council

17. Adjournment

Auburn City Council Meeting, July 9, 2026

**Auburn City Council
Regular Meeting
Thursday, July 9, 2026 5:00 P.M.
City Council Chambers
Memorial City Hall
24 South St.
Auburn, NY 13021**

Minutes

The meeting of the Auburn City Council was called to order at 5:00 p.m. from the City Council Chambers, 24 South St. Auburn, NY by Mayor Giannettino.

ROLL CALL – The City Clerk called the roll. Mayor Giannettino, Councilor Craig Diego, Councilor Overstreet-Wilson, Councilor Terry Cuddy and Councilor Christina Calarco were all present.

The following City Staff was present for the meeting:

- City Manager, Jenny Haines
- City Clerk, Chuck Mason
- Corporation Counsel, Nate Garland
- Fire Chief, Mark Fritz
- Director of Operations, Auburn City Ambulance, Kezia Sullivan
- Police Chief, Matt Androsko
- Director of Capital Projects and Grants, Christina Selvek
- City Comptroller, Mary Beth Leeson
- Superintendent of Public Works, Mike Talbot
- Director of Municipal Utilities, Seth Jensen
- Director of Recreation, Brian Rhodes
- Assistant to the Mayor and City Council, Rhonda Miller

Pledge of Allegiance to the Flag – Mayor Giannettino led the Pledge of Allegiance.

Moment of Silent Prayer or Reflection – Mayor Giannettino asked for a moment of silent prayer.

Public Announcements –

The City Clerk made the following announcements:

Summer Recreation Program: Auburn's Summer Recreation Program has completed two successful

Auburn City Council Meeting, July 9, 2026

weeks, with approximately 530 children registered and daily attendance ranging from 150 to 225 participants. Weekly schedules are posted on the City's website each Saturday, and four weeks of programming remain.

Casey Park Pool Opens: The Casey Park Pool opens tomorrow and will operate for the next four weeks from 1:00 p.m. to 6:00 p.m. on Fridays through Tuesdays. The pool will be closed on Wednesdays and Thursdays. The City thanks the Auburn YMCA and Wegmans for their generous support of the program.

Downtown Saturday Market: The Downtown Saturday Market will take place this Saturday 9am-1pm at the Equal Rights Heritage Center, featuring artisan food and craft vendors, live music, and family friendly activities.

Movies in the Park: The next outdoor movie, *Wicked*, will be shown at Clifford Park on Monday evening, beginning at approximately 8:30 p.m., or once it is dark enough for the screening.

Hoopers Park Concert: The free summer concert series continues next Tuesday, July 14 from 6:00 to 8:30 p.m. featuring the Diana Jacobs Band.

Ceremonial Presentations –

WHEREAS, the City of Auburn is a welcoming community and an exceptional place to live, learn, work, play, and raise a family; and

WHEREAS, Auburn High School and its student-athletes contribute to the pride, character, and unity of our community through dedication, sportsmanship, and excellence; and

WHEREAS, the Auburn High School Track & Field and Cross Country program builds leadership, discipline, and teamwork, and serves as a source of inspiration for students and residents alike; and

WHEREAS, the Auburn High School Maroons boys' cross-country team won the Section III, Class A Championship, highlighted by exceptional individual and team performances and a championship-caliber finish; and

WHEREAS, the Maroons boys indoor track and field team won the Section III, Class A-2 championship with outstanding performances across events, including championship relay efforts and first place finishes in distance events, jumps, and throws; and

WHEREAS, the Maroons boys outdoor track and field team captured the Section III, Class AA championship, reflecting resilience, commitment, and team unity; and

WHEREAS, the City of Auburn recognizes and commends the dedicated coaching staff whose leadership and mentorship helped make this historic success possible, including coaches Greg Stowell, Dr. Karen Simmonds- Brady, John Oliver, Judge Kristin Garland, Bill Gabak, and Dan Butler; and

WHEREAS, these accomplishments represent the first time in school history that the Auburn High School Maroons boys program has won sectional championships in all three seasons, cross country, indoor track and field, and outdoor track and field, an extraordinary milestone made possible by the dedication of student-athletes, coaches, families, and the Auburn High School community; and

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NOW, THEREFORE, I, the Mayor of the City of Auburn, joined by the members of the Auburn City Council, on behalf of the citizens of Auburn, do hereby proclaim the day of July 9, 2026 as AUBURN HIGH SCHOOL MAROONS TRACK & FIELD AND CROSS COUNTRY DAY in the City of Auburn, and we call upon all residents to recognize and celebrate the achievements of the Auburn High School Maroons student-athletes and coaches, and to commend the program for historic success, sportsmanship, and excellence

In witness whereof I have hereunto set my hand and caused the seal of the City of Auburn to be affixed this Ninth day of July 2026. -Mayor James N. Giannettino, Jr.

Mayor Giannettino: "Very good, thank you. With us this evening, we have Coach Garland and Coach Gabak. If you would like to join me at the podium." Mayor Giannettino presented the proclamation to coaches Bill Gabak and Judge Kristin Garland.

Coach Garland: I just want to thank the community for its support and thank the parents for trusting us with their kids. Part of the team was at my house the other night, and they said our motto was, "These workouts are terrible, but we really like winning." They put in so much effort. In fact, part of the team is not here right now because they are literally at practice getting ready for their cross country season, which starts, you know, in eight weeks. So that is where Coach Stoll is this evening. We are just so proud of their efforts. It took a lot of kids who are very talented doing the best they could, and a lot of kids who worked really hard to do the best they could in areas and events where we did not have kids before, such as pole vault and pentathlon. So, you know, I just want to thank our coaching staff, the kids who are here this evening, and our kids who could not make it. Thank you for recognizing our efforts. Thank you.

Coach Gabak: I would like to reiterate the same thing. As a coaching staff, we more or less guided these kids. We showed them what to do and what we expected of them, and they did everything that we asked them to do, and more than what we asked them to do. They did a great job. They came together as a team, and the coaching staff went above and beyond. We took kids home. We made sure they had rides and made sure all those things were taken care of. During the indoor season, we actually took some of the kids to OCC to practice so that they were used to practicing on the Tartan surface indoors, because it is a big difference. These kids did really great. We only have a fraction of these kids here. They are probably either getting ready for cross country, on vacation, or something like that. But I really think these kids are dedicated, and there are going to be a couple that we are going to lose, Ryan and Owen, you guys have been stand up kids for the team. But I think we have some kids coming up who can do a good job too. We have Shawn here in cross country. We have some other people. We have Asiel in the high jump. We have Chipper and Shawn in the pole vault. We have Atticus in the long jump. We have quite a few kids coming up. I think we are going to be contenders in the years to come. I want to thank you for recognizing us. This is the first time that I have ever seen this happen. This is a big thing for Auburn track and field to be recognized by the City of Auburn. I want to tell each and every one of you thank you very much.

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Mayor Giannettino: “Thank you, Coach. If we would like to do a group picture, we will take a quick recess and take a picture with the team.”

Council took a five minute recess.

Public to be heard: The City Clerk read the rules for Public To Be Heard. The following individuals spoke: James Udall, Osborne Street, discussed concern over a growing number of tax assessment lawsuits against the City. Ian Phillips, Grover Street, thanked the Council for considering a resolution supporting a statewide moratorium on large data centers and urged members to approve it unanimously. He cited concerns about increased utility costs, excessive water use, noise, and potential long-term economic risks, arguing that the moratorium would provide important environmental and infrastructure protections. Dale Bush, Standard Woods, announced an upcoming tribute ride honoring the Vietnam Veterans Memorial Highway, which follows Route 38 from the Pennsylvania border to Hannibal, NY. He encouraged residents to line the streets and support the event as hundreds of motorcycles and other vehicles pass through Auburn. John LaMaster, N. Division Street, raised concerns about a neighboring property's fence being installed with the finished side facing inward, contrary to City code. He stated that the Codes Office acknowledged approving the installation in error but informed him that nothing could be done, and he asked the Council whether the situation could be corrected. Andrew Bishop, Bradford Street, discussed his belief that Auburn's drinking water is contaminated and criticized the City's response to his concerns. He also discussed his efforts to obtain procurement records through the Freedom of Information Law and urged the City to conduct additional water testing while criticizing officials and other agencies for failing to act. Nick Lepak, Pulsifer Drive discussed and requested the City's assistance regarding a paper street adjacent to his waterfront business, where members of the public regularly access the water and trespass onto his private property. He asked the City to clarify the legal status of the right-of-way. Lon Fricano, Backus Road, Cayuga, NY, discussed that the City should undertake significant structural and financial reforms, encouraging public involvement in developing long-term solutions to Auburn's fiscal challenges. He also advised against selling City equipment to address short-term budget issues, arguing that retaining paid-off assets could provide greater value and flexibility in the future.

Approval of Meeting Minutes – none

Reports of City Officials:

City Manager's Report –

- City Bid Opportunities, the City is accepting proposals for the Geothermal HVAC Replacement Project and Employee Health Benefits Consulting Services, with both proposals due July 30. Interested vendors can find details on the City's website.

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- Lake Avenue Bridge Project, construction continues following the June 29 closure of the Lake Avenue Bridge. Residents can find project updates on the City's website and social media channels.
- City Tax Bill Mailing Delay, due to changes in the U.S. Postal Service's mail processing system, city tax bills have experienced delivery delays. Residents who have not yet received their bill can view and pay their property taxes online through the City's website.
- Water Bill Delivery, water bills mailed on July 8 are also expected to be delayed for the same postal reasons and are due July 27. Residents are encouraged to enroll in email billing or create an online water billing account for faster access to bills and payment options.
- We would like to recognize Mike Doyle of the Department of Public Works for his more than 27 years of dedicated service as he prepares for retirement and wish him well in his retirement.

Reports from Members of Council:

Councilor Diego: Thank you, Mayor. I had a couple of things. On the 29th, I met with the New York State audit team and spoke with them for a little bit. After that, I met with our Comptroller, Mary Beth Leeson. Then I ran into Seth Jensen, actually regarding the Public to Be Heard comments that were made a few minutes ago. We had a conversation about that, which I'm assuming is something we can talk about afterward. I appreciate everyone taking the time to get me up to speed on what we had going on. On the 6th of July, I went and met with the Director of Seymour Library, Mrs. Carr. She gave me a tour of the facility, and I was shocked. I had not been there in a long time, aside from that event we attended. The amount of resources available there is incredible compared to when we were kids. It's unbelievable. From renting cake pans and drills to just about anything you can think of, they have everything. It is a great resource for the City. Thank you, Mayor.”

Mayor Giannettino: “I'd like to acknowledge the team at DPW for the work that they put in to decorate City Hall, the South Lawn, and the Equal Rights Heritage Center to commemorate the 250th anniversary of the United States. Mr. Bush, we're going to keep everything up for the ride on Saturday in recognition of the Vietnam Veterans, so thank you for mentioning that tonight.”

Matters to Come Before Council –

A. State Environmental Quality Review Act Resolutions (SEQR) – none

B. Ordinances – none

C. Local Laws – none

D. Resolutions –

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**COUNCIL RESOLUTION 74 OF 2026
URGING ENACTMENT OF A ONE-YEAR MORATORIUM ON NEW DATA CENTER
CONSTRUCTION IN NEW YORK STATE**

By Councilor Calarco

July 9, 2026

WHEREAS, the expansion of data centers risks increased demand for energy, driving more fossil fuel pollution, straining water resources, and raising electricity prices; and

WHEREAS, New York experienced a forty-three percent (43%) increase in residential electricity rates between 2020 and 2025, and the construction of additional data centers would exacerbate this trend; and

WHEREAS, data centers consume massive quantities of water, both for cooling equipment and to produce the electricity they use; and

WHEREAS, by 2028, U.S. data centers could use as many as seven hundred twenty (720) billion gallons of water each year just to chill their servers; and

WHEREAS, data centers generate very high levels of electronic waste (“e-waste”) containing toxic materials; and

WHEREAS, data centers negatively impact the quality of life in our communities, creating dangerous levels of noise and consuming large tracts of land, threatening our health, businesses, and environment; and

WHEREAS, over 150 community, faith, good government, environmental and consumer organizations and nearly 500 small businesses have expressed support for a moratorium on data centers in New York; and

WHEREAS, data centers produce very few permanent jobs; and

WHEREAS, the Responsible Data Center Development Act (S.10642 / A.11560) was passed with a strong bipartisan majority in both houses of the state Legislature on June 4, 2026; and

WHEREAS, the Responsible Data Center Development Act would establish a one-year moratorium on the construction of new data centers in New York; and

WHEREAS, the Responsible Data Center Development Act requires the State to conduct a thorough analysis of the potential negative impacts of data centers on ratepayers and our health, communities and environment.

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NOW, THEREFORE, BE IT RESOLVED that the City of Auburn does hereby urge Governor Kathy Hochul to sign the Responsible Data Center Development Act (S.10642 / A.11560) into law, establishing a one-year moratorium on the construction of new data centers in New York State; and

BE IT FURTHER RESOLVED that the City of Auburn supports the State’s undertaking of a thorough analysis of the potential impacts of data centers on electric ratepayers, water resources, public health, community quality of life, and the environment; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to transmit a certified copy of this Resolution to Governor Kathy Hochul.

Seconded by Councilor Cuddy

COUNCIL RESOLUTION 74 OF 2026	Ayes	Noes
Councilor Diego	X	
Councilor Overstreet-Wilson	X	
Councilor Cuddy	X	
Councilor Calarco	X	
Mayor Giannettino	X	
Carried and Adopted	X	

City Council member discussion on Council Resolution #74 of 2026 begins at the 26:34 minute mark of the meeting video posted on the city website.

COUNCIL RESOLUTION #75 OF 2026

AUTHORIZING THE SALE OF SURPLUS VEHICLES PURSUANT TO THE 2026 CITY OF AUBURN PROCUREMENT AND SURPLUS POLICY

By Councilor Calarco

July 9, 2026

WHEREAS, on January 22, 2026, the City Council of the City of Auburn passed Council Resolution No. 11 of 2026, which adopted a City of Auburn Procurement and Surplus Policy (the “Procurement Policy”); and

WHEREAS, the Procurement Policy requires that the sale of surplus vehicles with an estimated value of \$1,000 or more be approved by City Council; and

Auburn City Council Meeting, July 9, 2026

WHEREAS, there are two City vehicles assigned to the Auburn Fire Department that have been determined to be surplus and no longer necessary or useful to the Department; and

WHEREAS, it is in the best interest of the City to dispose of these City-owned vehicles (Attachment A) through an auction in order to obtain the best value for them.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Auburn hereby authorizes the sale of the two City-owned vehicles in accordance with the 2026 City of Auburn Procurement and Surplus Policy.

Seconded by Councilor Cuddy

COUNCIL RESOLUTION #75 OF 2026	Ayes	Noes	Excused
Councilor Diego	X		
Councilor Overstreet-Wilson	X		
Councilor Cuddy	X		
Councilor Calarco	X		
Mayor Giannettino	X		
Carried and Adopted	X		

Attachment A

1. 1993 Spartan, Saulsbury Fire Pumper, VIN: 4S7AT9D00PC008827
2. 2015 Ford Taurus 4DSD, VIN: 1FAHP2MK0FG122692

City Council member discussion on Council Resolution #75 of 2026 begins at the 42:23 minute mark of the meeting video posted on the city website.

Auburn City Council Meeting, July 9, 2026

AGREEMENT RESOLUTION #76 OF 2026

AUTHORIZING AN AGREEMENT WITH AUBURN ENLARGED CITY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

By Councilor Diego

July 9, 2026

WHEREAS, the Auburn Enlarged City School District and the Auburn Police Department have successfully partnered together for the School Resource Officer Program; and

WHEREAS, the Auburn Enlarged City School District and the City recognize the Program's success and the positive benefits to the community, particularly to the students of the Auburn Enlarged City School District and find that the continuation of the Program is in the best interest of the community; and

WHEREAS, the Auburn Enlarged City School District and the City had each agreed to commit the necessary funds to continue the Program under an Agreement, for five (5) school years ending June 30, 2026; and

WHEREAS, the Auburn Enlarged City School District and the City desire to continue this program for a period from July 1, 2026 through June 30, 2031; and

WHEREAS, Article 5-G of the New York State's General Municipal Law (the "GML") provides the authority for "municipal corporations" to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and;

WHEREAS, the Auburn Enlarged City School District and the City have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of dedicated officers of the City of Auburn Police Department, who shall include Student Resource Officers and, also Special Patrol Officer(s) in the School District

NOW, THEREFORE, BE IT RESOLVED that the Auburn City Council does hereby authorize the Mayor, or appointed designee to sign the agreement with the Auburn Enlarged City School District to provide the School Resource Officer Program

Seconded by Councilor Overstreet-Wilson

Auburn City Council Meeting, July 9, 2026

AGREEMENT RESOLUTION #76 OF 2026	Ayes	Noes	Excused
Councilor Diego	X		
Councilor Overstreet-Wilson	X		
Councilor Cuddy	X		
Councilor Calarco	X		
Mayor Giannettino	X		
Carried and Adopted	X		

City Council member discussion on Agreement Resolution #76 of 2026 begins at the 46:18 minute mark of the meeting video posted on the city website.

FINANCIAL RESOLUTION #77 OF 2026

CLOSING MULTIPLE CAPITAL WATER FUND PROJECTS

By Councilor Calarco

July 9, 2026

WHEREAS, the City of Auburn authorized various Capital Project Funds to make improvements to equipment and facilities; and

WHEREAS, the GASB and GAAP Best Practices recommends the official closing of Capital Projects by the Governing Body, and

WHEREAS, the following Capital Projects are determined to be complete and now should be officially closed with the disposition of unexpended balances approved;

NOW, THEREFORE IT BE RESOLVED, that the Auburn City Council recommends closure of the following capital projects;

Water Filtration Plant Improvements (JJ)
Owasco Lake Stream Corridor Assess (ME)

AND BE IT FURTHER RESOLVED, that the Auburn City Comptroller is authorized to transfer funds as per the attached schedule.

Seconded by Councilor Overstreet-Wilson

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Attachment A Financial Resolution 2026- Closeout of Capital Water Fund Projects

<i>Fund</i>	<i>Project</i>	<i>Description</i>	<i>Authorized or Issued</i>	<i>Other Income</i>	<i>Interest Earnings</i>	<i>LTD Expense</i>	<i>Return</i>	<i>Recommendation</i>
HF	8320	ME	-	79,528.53	94.66	78,606.00	1,017.19	Return to F
HF	8330	JJ	3,710,000.00	3,837,509.34	503,874.97	6,604,793.22	1,446,591.09	Return \$117,509.34 to F, Reduce Borrowing

FINANCIAL RESOLUTION #77 OF 2026	Ayes	Noes	Excused
Councilor Diego	X		
Councilor Overstreet-Wilson	X		
Councilor Cuddy	X		
Councilor Calarco	X		
Mayor Giannettino	X		
Carried and Adopted	X		

City Council member discussion on Financial Resolution #77 of 2026 begins at the 50:03 minute mark of the meeting video posted on the city website.

LAND SALE RESOLUTION #78 OF 2026 AUTHORIZING THE SALE OF REAL PROPERTY KNOWN AS 10 NELSON STREET

By Councilor Overstreet-Wilson

July 9, 2026

WHEREAS, the City of Auburn owns real property commonly known as 10 Nelson Street, Auburn, New York 13021 (the “Property”); and

WHEREAS, the Property is identified as Tax Map #050100-116-038; and

WHEREAS, a Purchase Offer and Sale Contract has been proposed, which is attached hereto and incorporated herein, for the purchase of the Property at a price of Twenty-Eight Thousand Dollars (\$28,000.00); and

WHEREAS, the proposed buyer is Rosa Morales; and

Auburn City Council Meeting, July 9, 2026

WHEREAS, the Property is a surplus parcel and not needed for City purposes.

NOW, THEREFORE, BE IT RESOLVED that the City of Auburn does hereby approve the Purchase Offer and Sale Contract from Rosa Morales, which is incorporated herein, for the sale of 10 Nelson Street, for the sum of \$28,000.00, subject to the terms and conditions set forth therein and, also, subject to the following:

- (1) That the City provide only a Quit Claim Deed to the buyer at closing;
- (2) That the buyer be responsible for payment of all title and closing costs necessary to close the transaction, including (as stated in the City-owned property addendum) the cost of survey, abstract, environmental survey (if applicable), and transfer tax; and,

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the Purchase Offer and Sale Contract together with any and all documents in order to finalize the closing of this sale and direct staff to record the sale proceeds into revenue account A99.2660 – Sale of Real Property.

Seconded by Councilor Calarco

LAND SALE RESOLUTION #78 OF 2026	Ayes	Noes	Excused
Councilor Diego	X		
Councilor Overstreet-Wilson	X		
Councilor Cuddy	X		
Councilor Calarco	X		
Mayor Giannettino	X		
Carried and Adopted	X		

City Council member discussion on Land Sale Resolution #78 of 2026 begins at the 51:36 minute mark of the meeting video posted on the city website.

GRANT ACCEPTANCE RESOLUTION #79 OF 2026

AUTHORIZING THE ACCEPTANCE OF NYS DIVISION OF CRIMINAL JUSTICE SERVICES (DCJS) FUNDING UNDER THE 2024-25 GUN VIOLENCE ELIMINATION (GIVE) INITIATIVE PROGRAM

By Councilor Diego

Auburn City Council Meeting, July 9, 2026

WHEREAS, the New York State Division of Criminal Justice Services (NYS DCJS) has established a program entitled the “*Gun Involved Violence Elimination (GIVE) Initiative*” with the purpose of providing state funding to local law enforcement agencies for violence prevention and reduction strategies; and

WHEREAS, the Auburn Police Department has been notified of a NYS DCJS GIVE Initiative grant award for the 2026-27 Fiscal Year in the amount of \$193,301 to cover personnel costs, equipment, travel, and community outreach costs associated with implementing the GIVE Initiative with no local match required over the 1-year grant period starting July 1, 2026; and

WHEREAS, the City of Auburn, NY needs to accept the grant funding and execute all necessary documents in connection therewith for the FY 2026-27 GIVE Initiative.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Auburn, New York, hereby accepts grant funding from the NYS DCJS GIVE Initiative in the amount of \$193,301 to cover the above referenced costs for the Auburn Police Department for a period of one year beginning July 1, 2026; and

BE IT FURTHER RESOLVED, that the City Comptroller is authorized to recognize grant revenue in the amount of \$193,301 into revenue account A99 359 GIVE and to establish the following GIVE Initiative expense accounts as follows:

A3120 110 GIVE- \$3,800
A3120 150 GIVE - \$155,000;
A3120 250 GIVE- \$7,133
A3120 440 GIVE - \$22,000;
A3120 460 GIVE - \$4,000; and
A3120 811 GIVE- \$1,368

BE IT FURTHER RESOLVED, that the Mayor of the City of Auburn, or designated representative, is authorized to execute the grant agreement and all other documents necessary for the acceptance of the funding and otherwise act on all matters related to the GIVE Initiative.

Seconded by Councilor Calarco

GRANT ACCEPTANCE RESOLUTION #79 OF 2026	Ayes	Noes
Councilor Diego	X	
Councilor Overstreet-Wilson	X	
Councilor Cuddy	X	
Councilor Calarco	X	
Mayor Giannettino	X	
Carried and Adopted	X	

Auburn City Council Meeting, July 9, 2026

City Council member discussion on Grant Acceptance Resolution #79 of 2026 begins at the 54:03 minute mark of the meeting video posted on the city website.

E. Staff or Vendor Presentations – none

OTHER BUSINESS –

Executive Session: Councilor Calarco made a motion to enter Executive Session, seconded by Councilor Diego. Council voted to enter an executive session regarding the following matters:

- two matters related to the employment history of a particular individual,
- one matter leading to the employment of a particular corporation,
- two matters related to collective negotiations, and
- one matter related to the sale or lease of real property.

The motion to enter executive session carried 5-0. The Council entered Executive Session at 6:03 p.m. Executive session adjourned at 7:00 p.m..

ADJOURNMENT: The meeting was adjourned by unanimous vote at 7:01 p.m..

Minutes submitted by: Chuck Mason, City Clerk

Auburn City Council Meeting, July 16, 2026

**Auburn City Council
Regular Meeting
Thursday, July 16, 2026 5:00 P.M.
City Council Chambers
Memorial City Hall
24 South St.
Auburn, NY 13021**

Minutes

The meeting of the Auburn City Council was called to order at 5:00 p.m. from the City Council Chambers, 24 South St. Auburn, NY by Mayor Giannettino.

ROLL CALL – The City Clerk called the roll. Mayor Giannettino, Councilor Craig Diego, Councilor Overstreet-Wilson, Councilor Terry Cuddy and Councilor Christina Calarco were all present.

The following City Staff was present for the meeting:

- City Manager, Jenny Haines
- City Clerk, Chuck Mason
- Corporation Counsel, Nate Garland
- Fire Chief, Mark Fritz
- Director of Operations, Auburn City Ambulance, Kezia Sullivan
- Director of Capital Projects and Grants, Christina Selvek
- Director of Municipal Utilities, Seth Jensen
- Assistant to the Mayor and City Council, Rhonda Miller

Pledge of Allegiance to the Flag – Mayor Giannettino led the Pledge of Allegiance.

Moment of Silent Prayer or Reflection – Mayor Giannettino asked for a moment of silent prayer.

Public Announcements –

The City Clerk made the following announcements:

Start out with a little plug for Summer Rec. We're actually halfway through the summer. The third week of our six-week Summer Rec program is complete, and we've been challenged by the weather with the heat and, now this week, with the smoke. Unfortunately, we've had to spend four out of the last nine days indoors, but we've made the best of it. The staff has done a great job, our director has done a great job, and attendance has been really good despite the indoor days. Also, the Summer Rec sites are Summer

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Feeding Program sites. On Summer Rec days, free lunch is available for children under the age of 18 from 1:00 p.m. to 3:00 p.m. at the Summer Rec sites for the next three weeks.

Casey Park Pool is now open. It will reopen tomorrow, Friday, at 1:00 p.m. The hours are 1:00 p.m. to 6:00 p.m. on the days that it is open. Be sure to check the City's website, AuburnNY.gov, for the latest schedules and any updates regarding the Casey Park Pool.

The Saturday Market is back in full swing. This Saturday will feature music by Jim Van Arsdale and Jeff Newhart. There will be about 20 vendors on hand, and, if the weather cooperates, the Rev Theater's "Jack and the Beanstalk" Summer Outreach Show will begin at 10:00 a.m.

Tennis Under the Lights started this week. This program is funded through the USTA tennis grant that we receive. Every Monday night, beginning at 7:30 p.m. at Casey Park, tennis enthusiasts are invited to come down and enjoy a few hours of tennis under the lights.

Our Summer Movies series is well underway. We had a successful movie this past week. Next week's movie is "Smurfs", sponsored by ESL Federal Credit Union. It will be shown on Monday, July 20, at Hoopes Park.

Then, on Tuesday night, we have our usual Hoopes Park concert. Next week, on July 21, from 6:00 p.m. to 8:30 p.m., Loren and LJ Barrigar will be providing the music.

Next Wednesday, July 22, the Central New York Jazz Youth Orchestra will be performing on State Street. Music will take place from 6:00 p.m. to 8:00 p.m.

Then, on Friday night, July 24, the City, along with the Auburn Downtown BID, is sponsoring The X'Plozionz at the State Street Event Plaza from 7:00 p.m. to 10:00 p.m.

We also want to remind everybody that the community survey for the City's Comprehensive Plan is now available. This plan is updated once every 10-15 years. AuburnNY.gov/compplan is the quickest way to get to the Comprehensive Plan webpage. We'll be circulating this survey for the next few weeks, and we're encouraging as many people as possible to participate. It takes about 10 to 15 minutes to complete. If you're interested in the future planning of the City of Auburn, especially when it comes to redevelopment and economic development in different areas of the city, we encourage you to share your thoughts and ideas. This is the place to do it. The survey is available on the City's website, and we'll also be sharing it through social media and email.

Finally, just one quick reminder. The City of Auburn will never email you asking you to transfer or wire money. Unfortunately, we've had a couple of situations this year where scammers have sent emails that appear to come from the City of Auburn. They may look authentic, but they are not. The City of Auburn will never email you asking you to wire money to us. We just wanted to remind everyone to be cautious.

Auburn City Council Meeting, July 16, 2026

Ceremonial Presentations – none

Public to be heard: The City Clerk read the rules for Public To Be Heard. The following individuals spoke: Andrew Bishop of Bradford Street discussed concerns about Auburn's drinking water, he believes osmosis filtration is necessary because carbon filtration does not remove all contaminants. Christine DeChick of Pimm Avenue discussed that the city reconsider its regulations allowing outdoor fire pits, saying smoke from prolonged backyard fires, combined with wildfire smoke, has worsened her asthma and created serious health concerns. Nick Lepak of Pulsifer Drive discussed his concerns about a paper street adjoining his property, providing documentation a similar paper street was previously sold by the City. He requested permission to install a removable bollard at his own expense to prevent ongoing trespassing and misuse of the launch area, citing recent incidents involving unauthorized vehicles, boats, and other activity on or near his property.

Approval of Meeting Minutes –

- June 11, 2026 City Council meeting minutes were approved. (5-0)
- June 18, 2026 City Council meeting minutes were approved (4-0-1) Councilor Calarco voted present.

Reports of City Officials:

City Manager's Report –

- We have several bid opportunities posted on the City's website. First, the Request for Proposals for the Geothermal HVAC Replacement Project is due on July 30. The Request for Proposals for Employee Health Benefits Consulting Services is also due on July 30, and the 2026 to 2027 Sludge Hauling Services bid is due on August 6.
- I also wanted to make you aware that the City received a letter this week from New York State Homes and Community Renewal informing us that the City has met the requirements necessary to maintain its status as a Pro Housing Community for 2026. The City will continue to be eligible to access New York State discretionary funding programs available exclusively to Pro Housing Communities. I also wanted to say thank you to the Planning and Code Enforcement staff for preparing and submitting the building permit and zoning information necessary to maintain this certification.

Reports from Members of Council:

Councilor Diego: "I met with (Comptroller) Mary Beth on the 14th. There, we went through all that paperwork that she sent out to us about two weeks ago. It's nice staying on top, seeing how the budget's going to close out for the year and get a better feel on it, something I'm going to be requesting to do every month from here on out for the budget, so we stay ahead of it. Thanks."

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Mayor Giannettino: "I just want to mention Saturday afternoon, the I think 17th annual Vietnam Veterans Memorial Ride passed through Auburn. Just want to acknowledge the group of citizens that showed up here at City Hall to acknowledge the veterans and the organizers and participants for carrying on the tradition, and certainly the Vietnam veterans for their service."

Matters to Come Before Council –

A. State Environmental Quality Review Act Resolutions (SEQR) – none

B. Ordinances –

The City Clerk read Bond Ordinance #3 of 2026. The Ordinance will be back on the July 23, 2026 City Council meeting agenda for the City Council's consideration.

BOND ORDINANCE #3 OF 2026 (First Reading)

AUTHORIZING THE ISSUANCE OF \$13,030,000 SERIAL BONDS TO
FINANCE THE COST OF IMPROVEMENTS TO THE CITY WATER
SYSTEM.

BE IT ORDAINED by Council of the City of Auburn, Cayuga County, New York ("City Council") as follows:

Section 1. The City of Auburn, Cayuga County, New York (the "City") is hereby authorized to undertake the acquisition, construction or reconstruction of or addition to the City's water supply or distribution system, including, but not limited to, upgrades and rehabilitation of the distribution system reservoir, associated transmission main and lower pump station, whether or not including buildings, land or rights in land, original furnishings, equipment, machinery or apparatus, or the replacement of such equipment, machinery or apparatus (the "Project"), at an estimated maximum cost of \$13,030,000 and to issue an aggregate \$13,030,000 in serial bonds pursuant to the provisions of the Local Finance Law to finance the estimated costs of the aforesaid specific objects or purposes.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific objects or purposes is \$13,030,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of the issuance of \$13,030,000 in serial bonds (the "Bonds") of the City authorized to be issued pursuant to this Ordinance.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific objects or purposes is forty (40) years pursuant to subdivision 1 of Section 11.00(a) of the Local Finance Law.

Auburn City Council Meeting, July 16, 2026

Section 4. Pursuant to Section 107.00(d)(9) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.

Section 5. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this Ordinance.

Section 6. The Bonds and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the real property within the City without legal or constitutional limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the Bonds and bond anticipation notes to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the provisions of this Ordinance and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00, inclusive, of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to issue bonds providing for level or substantially level or declining annual debt service, is hereby delegated to the City Comptroller, the Chief Fiscal Officer of the City.

Section 8. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this Ordinance shall be from the City's General Fund. It is intended that the City shall then reimburse such expenditures with the proceeds of the Bonds and bond anticipation notes authorized by this Ordinance and that the interest payable on the Bonds and any bond anticipation notes issued in anticipation of the Bonds shall be excludable from gross income for federal income tax purposes. This Ordinance is intended to constitute the declaration of the City's "official intent" to reimburse the expenditures authorized by this Ordinance with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Treasury Regulation Section 1.150-2. Other than as specified in this Ordinance, no moneys are reasonably expected to be received, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

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Section 9. The serial bonds and bond anticipation notes authorized to be issued by this Ordinance are hereby authorized to be consolidated, at the option of the City's Comptroller, the Chief Fiscal Officer of the City, with the serial bonds and bond anticipation notes authorized by other Bond Ordinances previously or hereafter adopted by the City Council for purposes of sale in one or more bond or note issues aggregating an amount not to exceed the amount authorized in such ordinances. All matters regarding the sale of the bonds, including the date of the bonds, the consolidation of the serial bonds and the bond anticipation notes with other issues of the City and the serial maturities of the bonds are hereby delegated to the City Comptroller, the Chief Fiscal Officer of the City.

Section 10. The City Comptroller, as Chief Fiscal Officer of the City, is further authorized to sell all or a portion of the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, to the New York State Environmental Facilities Corporation (the "EFC") in the form prescribed in one or more loan and/or grant agreements (the "Agreements") between the City and the EFC; to execute and deliver on behalf of the City one or more Agreements, Project Financing Agreements, and Letters of Intent with the EFC and to accept the definitive terms of one or more Agreements from EFC by executing and delivering one or more Terms Certificates; and to execute such other documents, and take such other actions, as are necessary or appropriate to obtain a loan or loans from the EFC for all or a portion of the costs of the expenditures authorized by this Ordinance, and perform the City's obligations under its Bonds or bond anticipation notes delivered to the EFC, the Project Financing Agreements and the Agreements.

Section 11. Any federal or New York State grant funds obtained by the City for the capital purposes described in Section 1 of this Ordinance shall be applied to pay the principal of and interest on the Bonds or any bond anticipation notes issued in anticipation of the Bonds or to the extent obligations shall not have been issued under this Ordinance, to reduce the maximum amount to be borrowed for such capital purposes.

Section 12. The validity of the Bonds authorized by this Ordinance and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or
- (b) the provisions of law which should be complied with at the date of the publication of this Ordinance or a summary hereof are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or
- (c) such obligations are authorized in violation of the provisions of the Constitution.

Section 13. The City Comptroller, as Chief Fiscal Officer of the City, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond

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anticipation notes issued in anticipation of the sale of the Bonds, requiring the City to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15c2-12.

Section 14. In the absence of the City Comptroller, the City Treasurer and Deputy Comptroller of the City are hereby specifically authorized to exercise the powers delegated to the City Comptroller in this Ordinance.

Section 15. This Ordinance, or a summary of this Ordinance, shall be published in the official newspapers of the City for such purpose, together with a notice of the Clerk of the City in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 16. This Ordinance is not subject to a mandatory or permissive referendum.

Section 17. The Council hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this Ordinance.

Section 18. This Ordinance shall take effect immediately upon its adoption.

C. Local Laws – none

D. Resolutions –

COUNCIL RESOLUTION #80 OF 2026

AUTHORIZING AN AMENDED EMPLOYMENT CONTRACT WITH THE CITY MANAGER

By Councilor Cuddy

July 16, 2026

WHEREAS, Jennifer Haines was appointed City Manager effective May 31, 2025 by Appointment Resolution #35 of 2025; and

WHEREAS, the City Council and Ms. Haines are desirous of amending the City Manager's employment contract authorized by Appointment Resolution 35 of 2025 and said amended employment contract is attached to this resolution.

NOW, THEREFORE BE IT RESOLVED that the City Council approves an amended employment contract between the City of Auburn and Jennifer L. Haines which will take effect immediately and the Mayor is authorized to sign any and all documents finalizing the amended employment contract with City Manager Haines.

Seconded by Councilor Calarco

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COUNCIL RESOLUTION #80 OF 2026	Ayes	Noes	Excused
Councilor Diego		X	
Councilor Overstreet-Wilson	X		
Councilor Cuddy	X		
Councilor Calarco	X		
Mayor Giannettino	X		
Carried and Adopted	X		

City Council member discussion on Council Resolution #80 of 2026 begins at the 21:11 minute mark of the meeting video posted on the city website.

COUNCIL RESOLUTION #81 OF 2026

ADOPTING A SENIOR MANAGEMENT PERSONNEL POLICY

By Councilor Calarco

July 16, 2026

WHEREAS, on July 20, 2023, the Auburn City Council passed Resolution #79 of 2023, which approved the Senior Management Personnel Policy (the “Policy”) in order to provide fair and competitive benefits to Senior Management Employees, who are not otherwise represented by Collective Bargaining Agreements; and

WHEREAS, an updated Policy, which is attached hereto and incorporated herein, includes revisions relating to health insurance, wages, and related verbiage; and

NOW, THEREFORE, BE IT RESOLVED that the Auburn City Council does hereby affirm and adopt the Senior Management Personnel Policy, which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the Mayor, or approved designee, of the City of Auburn, is hereby authorized to execute the Senior Management Personnel Policy on behalf of the City of Auburn; and

BE IT FURTHER RESOLVED, that the Senior Management Personnel Policy shall be effective as of July 1, 2026.

Seconded by Councilor Overstreet-Wilson

Auburn City Council Meeting, July 16, 2026

COUNCIL RESOLUTION #81 OF 2026	Ayes	Noes	Excused
Councilor Diego		X	
Councilor Overstreet-Wilson	X		
Councilor Cuddy	X		
Councilor Calarco	X		
Mayor Giannettino	X		
Carried and Adopted	X		

City Council member discussion on Council Resolution #81 of 2026 begins at the 44:37 minute mark of the meeting video posted on the city website.

**AGREEMENT RESOLUTION #82 OF 2026
APPROVING A COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF AUBURN AND THE
PROFESSIONAL EMERGENCY MEDICAL TECHNICIANS OF
AUBURN CITY AMBULANCE (PEMTACA) LOCAL 5379, IAFF,
AFL-CIO**

By Councilor Cuddy

July 16, 2026

WHEREAS, THE City of Auburn and Professional Emergency Medical Technicians of Auburn City Ambulance (PEMTACA) Local 5379, IAFF, AFL_CIO have reached a Collective Bargaining Agreement, retroactive to July 1, 2026 continuing through June 30, 2029, which sets forth all the terms, conditions and obligations of the parties and is attached hereto and incorporated herein; and

NOW, THEREFORE, BE IT RESOLVED that the Auburn City Council has reviewed the terms of the 20206-2029 Collective Bargaining Agreement between the City and PETMACA, and does hereby approve that Agreement, which is attached hereto and incorporated herein; and

BE IT FURTHER RESOLVED that the Mayor, City Manager, Corporation Counsel, Comptroller, ACA Director of Operations and Fire Chief are hereby authorized to sign the Agreement.

Seconded by Councilor Overstreet-Wilson

Auburn City Council Meeting, July 16, 2026

AGREEMENT RESOLUTION #82 OF 2026	Ayes	Noes	Excused
Councilor Diego		X	
Councilor Overstreet-Wilson	X		
Councilor Cuddy	X		
Councilor Calarco	X		
Mayor Giannettino	X		
Carried and Adopted	X		

City Council member discussion on Agreement Resolution #82 of 2026 begins at the 59:48 minute mark of the meeting video posted on the city website.

COUNCIL RESOLUTION #83 OF 2026

AUTHORIZING AN AMENDMENT TO THE PURCHASE OFFER & SALE CONTRACTS FOR 17-19 DERBY AVENUE, 19-21 VENICE STREET, 41 LANSING STREET AND 197 STATE STREET TO EXTEND RENOVATION/COMPLETION DEADLINES, INCORPORATE THE BUYER'S TIMELINE, AND AUTHORIZE RELATED ACTIONS

By Councilor Overstreet-Wilson

July 16, 2026

WHEREAS, the City of Auburn (“City”) previously adopted Land Sale Resolutions approving Purchase Offer & Sale Contracts (the “Contracts”) with Housing Visions Consultants, Inc. (the “Purchaser”) for the sale of the properties commonly known as 17-19 Derby Avenue, 19-21 Venice Street, 41 Lansing Street and 197 State Street (each a “Property” and collectively, the “Properties”); and

WHEREAS, based on current information, it is anticipated by the Purchaser that New York State Homes and Community Renewal will issue an RFP at the end of this month with responses due in September, and award announcements expected in April 2027; and

WHEREAS, the Purchaser intends to target closing by March 2028 and to commence construction immediately thereafter, estimating an approximate 18-month construction period with projected substantial completion in September 2029; and

WHEREAS, the parties desire to incorporate a contractual buffer and therefore propose a formal completion deadline of December 31, 2029; and

WHEREAS, the purchaser has indicated that completion in this timeframe is intended to support its application with HCR, which is due July 28; and

WHEREAS, each Contract presently requires the buyer to obtain permits within thirty (30) days after closing and to complete renovations on or before December 31, 2027 (or the date specified in the applicable resolution), and the deed to include a reversionary clause providing for reversion if those conditions are not satisfied; and

Auburn City Council Meeting, July 16, 2026

WHEREAS, the City and the buyer have agreed to extend the time for performance of the renovation obligations for the Properties to align with the buyer's projected financing and construction schedule and to refine contractual terms; and

WHEREAS, the City Council wishes to authorize amendment(s) to each Contract and related deed language to reflect the revised permitting and completion schedule, the buyer's timeline, and City protections;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Auburn as follows:

- 1) **Amendment Authorized.** The Council approves amendment(s) to each Purchase Offer & Sale Contract for the Properties to modify the timeframes and related conditions as set forth in this Resolution (the "Amendment"). The Mayor is authorized to execute the Amendment(s) on behalf of the City, and the City Clerk is authorized to attest the Mayor's signature.
- 2) **Revised Contract, Permit and Completion Deadlines.**
 - a. **Permit Deadline.** The buyer shall obtain any and all permits necessary to commence renovation of each Property within ninety (90) days from the date of closing.
 - b. **Closing Target.** The Parties acknowledge the Purchaser's stated intention to target closing by March 2028 in accordance with the Purchaser's financing timetable; the City will cooperate to schedule closings as mutually feasible, consistent with the Contracts and City procedures.
 - c. **Completion Deadline.** The buyer shall complete all renovations and/or construction at each Property on or before December 31, 2029. The Parties further acknowledge the purchaser's estimate of an 18-month construction period and projected substantial completion in September 2029; the December 31, 2029 date is adopted here as contractual buffer.
 - d. **Reversion Clause.** The parties agree to remove the reversion clause form each contract
- 3) **Other Contract Terms.** Except as expressly amended by the Amendment authorized herein, all other terms and conditions of the Contracts and prior Land Sale Resolutions shall remain in full force and effect.
- 4) **Execution and Implementation.** The Mayor is authorized to execute the Amendment(s) and any other documents necessary or convenient to effectuate the foregoing.

Effective Date. This Resolution shall take effect immediately upon adoption.

Seconded by Councilor Calarco

COUNCIL RESOLUTION #83 OF 2026	Ayes	Noes	Excused
Councilor Diego	X		
Councilor Overstreet-Wilson	X		
Councilor Cuddy	X		
Councilor Calarco	X		
Mayor Giannettino	X		
Carried and Adopted	X		

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City Council member discussion on Council Resolution #83 of 2026 begins at the 01:03:23 minute mark of the meeting video posted on the city website.

E. Staff or Vendor Presentations –

Owasco Lake Watershed Management Council Update Presentation by Dr. Adam Effler, Executive Director, Owasco Lake Watershed Management Council (presentation slides attached) The presentation followed by City Council member discussion begins at the 01:12:15 minute mark of the meeting video posted on the city website.

OTHER BUSINESS –

Councilor Calarco “We spoke briefly last week about data centers, and I have been in touch with Mr. Jensen and the rest of the Council about that. First, I'm glad that the Governor finally signed that moratorium, and that gives me some ease. But it's something I still would like to be considered. I was wondering if Mr. Jensen would be willing to come up because he sent me an email explaining how there are already some protections worked into our wastewater treatment policy. I would just like him to let the community know about that.”

Seth Jensen “Sure. I'm glad I sat through this. I get to get up and talk for a little bit. So, yes, you asked whether or not we could put a moratorium on that type of use, and of course, the City Council has the right to do that at any time. Mr. Cuddy and I were really heavily involved with frac water, and at that point, the City of Auburn was taking in well water. It wasn't necessarily frac water directly, but we stopped doing that at that point in time and no longer accept it. I would also draw the Council's attention to the fact that we have an Industrial Pretreatment Program. Tim O'Brien heads that up for the City of Auburn and can speak much more eloquently about that than I can. What I do know is that any waste brought to the wastewater treatment plant from an industrial user or a hauler has to be permitted by the City of Auburn. If a user like that, or an industry like this, were to come to us, we wouldn't just take it. We would have to run all of its constituents through a pretty rigorous analysis to ensure the wastewater treatment plant has the treatment capacity to handle that type of waste. My guess is we say no quite often, and depending on what is in this type of waste, my guess is it might already be a no. However, if the Council is interested in locking that down further by passing a resolution, similar to what was done with frac water, and saying that no data center wastewater can be accepted at the City of Auburn's wastewater treatment plant at any time, you could certainly do that. I'm interested to see what comes from the further studies that New York State is going to conduct during the moratorium to better understand what constituents are present and what the impacts may be on wastewater treatment plants. It is also a potential revenue source for the City of Auburn down the line, and if it is something that is proven through study to be safe, that could become a potential revenue source for us as well. So that's your call. We are monitoring this, and we do not allow just anybody to come into town and haul waste to the wastewater treatment plant without a very detailed analysis and permitting process.

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Councilor Calarco “Thank you. I have no appetite for a data center on Owasco Lake. We have enough issues trying to help take care of the lake already. So this is something I would like to move forward with. I don't know how the rest of the Council feels, but that's my personal stance.”

Councilor Cuddy “Yes, I would support Councilor Calarco's initiative. It would probably make staff's job easier if the Council adopted, at least for the wastewater element of it, a local law that prohibits accepting wastewater from those kinds of industries. The DEC does issue permits in some cases, but I think it's important for us to protect the people downstream from us, just as we would hope that people upstream from us consider the protection of our drinking water. I also want to note what a good job the Owasco Lake Watershed Management Council is doing to help protect our water. We also want to make your job easier, and hopefully the communities upstream from us are considering similar initiatives so that we're not having to deal with more than we already are. So, long story short, I support Councilor Calarco's initiative. If the Corporation Counsel and the City Manager can bring something back for further discussion, I would appreciate that.”

Councilor Overstreet Wilson “I support it.”

Councilor Diego “I definitely support the ban on data centers. I'd like to see what Seth just said regarding bringing the wastewater in. We don't want a data center here by any means, but they're probably going to pop up somewhere that doesn't have a moratorium in place. Let's see what the studies say. If it's not harmful and our wastewater treatment plant can handle it without any adverse effects on the drinking water, then obviously it would have to be 100 percent safe or it's not even worth considering. If it comes back that way, which it probably won't, then maybe you could look at it down the road if somebody else wants to bring it in. But as far as putting a data center around the lake here, absolutely not.”

Mayor Giannettino “I would support further discussion on an outright ban on accepting wastewater from data centers. I'm reading headlines today that say, "EPA weighs eliminating public comment requirements for a common data center air permit," and "Newly proposed EPA rule could silence data center critics. It's an all out assault. Follow the money. These are multi, multi, multi billion dollar companies building data centers. Follow the money. Now the EPA is saying, "Well, we're going to take away local control." I think we need to do everything we possibly can to protect ourselves. I agree that we should go through the process, but I do support stricter regulations on this.”

Jennifer Haines “I just have a question to clarify. Are you interested in a regulation that would prohibit data centers, prohibit accepting wastewater from data centers, or both? Those are two different sections of our City Code. Do you want to do both?”

Councilor Calarco “I would say I would like to do both. I would like to say no data centers in Auburn. I'd also like to talk about battery storage facilities if we're going to go down that road. I think those are

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things we need to discuss. Then, I would also like to prohibit accepting the wastewater because I understand we cannot regulate what gets built on Owasco Lake. So. this is our only way to kind of extend that reach.”

Mayor Giannettino: “So, I just want to clarify a point, and maybe I should have done it while Mr. Lepak was still here. He's referring to the fact that we've denied his request to purchase a City right of way on Pulsifer Drive along the Owasco River. We've repeatedly explained to him that we've received multiple requests over the years. I can remember at least four during my time on Council where we've said no. The reason is that we need to maintain control of those rights of way. Oftentimes, there is infrastructure underneath them, and we need to preserve that access to the river. He did bring an example of where the City sold one, but I do want to note that this occurred in 1995. So, it was a very long time ago under different leadership, both in City Hall and on the City Council. The precedent, at least over the last 10 years, has been not to sell those rights of way. I just wanted to make sure the record reflects that clarification regarding what was said tonight.”

Executive Session: Councilor Calarco made a motion to enter Executive Session, seconded by Councilor Cuddy. Council voted to enter an executive session regarding the following matters:

- two matters regarding potential litigation,
- one matter related to collective negotiations, and
- one matter related to the sale or lease of real property.

The motion to enter executive session carried 5-0. The Council entered Executive Session at 6:56 p.m. Executive session adjourned at 7:56 p.m..

ADJOURNMENT: The meeting was adjourned by unanimous vote at 7:57 p.m..

Minutes submitted by: Chuck Mason, City Clerk

COUNCIL RESOLUTION #80 OF 2026

**AUTHORIZING AN AMENDED EMPLOYMENT CONTRACT WITH THE CITY
MANAGER**

By Councilor Cuddy

July 16, 2026

WHEREAS, Jennifer Haines was appointed City Manager effective May 31, 2025 by Appointment Resolution #35 of 2025; and

WHEREAS, the City Council and Ms. Haines are desirous of amending the City Manager's employment contract authorized by Appointment Resolution 35 of 2025 and said amended employment contract is attached to this resolution.

NOW, THEREFORE BE IT RESOLVED that the City Council approves an amended employment contract between the City of Auburn and Jennifer L. Haines which will take effect immediately and the Mayor is authorized to sign any and all documents finalizing the amended employment contract with City Manager Haines.

Seconded by Councilor Calarco

	Ayes	Noes	Excused
Councilor Diego		X	
Councilor Overstreet-Wilson	X		
Councilor Cuddy	X		
Councilor Calarco	X		
Mayor Giannettino	X		
Carried and Adopted	X		

STATE OF NEW YORK)
) SS.:
COUNTY OF CAYUGA)

I, CHARLES MASON, Clerk of the City of Auburn, Cayuga County, New York (the “City”), DO HEREBY CERTIFY:

That I have compared the annexed abstract of the minutes of the meeting of the Council of the City (the “Council”), held on the 16th day of July, 2026, including the Council Resolution #80 of 2026 contained therein, with the original thereof on file in my office, and the attached is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City this 17th day of July, 2026.

A handwritten signature in black ink, appearing to read 'CM', with a long horizontal flourish extending to the right.

Charles Mason, Clerk
City of Auburn, Cayuga County, New York

AGREEMENT

THIS AGREEMENT, is made and entered into this 24th day of October, 2024, by and between the CITY OF AUBURN, NEW YORK, a municipal corporation, having its principal offices at 24 South Street, Auburn, New York, 13021, hereinafter called the "City", and JENNIFER L. HAINES, an individual residing at 8 Brister Avenue, Auburn, New York, 13021, hereinafter called "Haines" or "Ms. Haines".

RECITALS

WHEREAS, Auburn City Council now wishes to appoint Ms. Jennifer Haines as City Manager of the City, in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and consideration stated herein, the parties agree as follows:

SECTION 1: TERM AND DUTIES

A. This contract shall commence on January 1, 2025 and terminate on June 30, 2028. Because of the presence of "Section 8" below in this contract, the parties agree that this contract does not unlawfully bind future Auburn City Councils. Ms. Haines will serve as an Assistant City Manager working daily with the City Manager between the dates of January 1, 2025 through May 30, 2025. Ms. Haines will begin service as City Manager beginning May 31, 2025.

B. Ms. Haines shall have the ability to extend the length of this contract for one or two additional years provided she notify the Mayor in writing prior to December 31, 2027 and that the City Council approve such extension, executed with the same formality as this Agreement.

C. Ms. Haines agrees to accept the employment as City Manager of the City for the period set forth in Paragraph A above, and on the terms and provisions contained in this Agreement. Haines agrees to perform to the best of her abilities the duties of City Manager of the City. As City Manager, Haines shall perform functions and duties specified in the City Charter of the City and the Municipal Code of the City and to perform other legally permissible and proper duties and functions as the Council of the City (hereinafter referred to as the "City Council") shall from time to time assign and direct unless otherwise restricted by the terms of this Agreement. The City and Haines acknowledge and agree that the City Manager is the Chief Administrative Officer of the City pursuant to the terms of the Charter and Code of the City of Auburn. In that respect, the City Manager is the person authorized to undertake the appointment of any person to, or removal from, as

employees in the service of the City, except where expressly provided for by the City Charter or State Law. Further in this regard, the City Council and its members shall deal with employees of the City through the Office of the City Manager, and any directions to, or orders involving employees of the City or any subordinate of the City Manager, shall be upon notice to the Office of the City Manager.

D. Haines acknowledges that the proper performance of the duties of the City Manager of the City will require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours to the business of the City. The parties agree that Haines will work during the regular business hours of the City and that she will faithfully attend all meetings of the Council of the City. From time to time, as the need arises, Haines shall also be required to attend meetings of various departments, civic groups and agencies of the City outside of normal business hours. Finally, Haines shall be required to address any emergency situation facing the City that necessitates the intervention and/or presence of the City Manager.

SECTION 2: SALARY, EXPENSES, STIPENDS

A. Base Annual Salary. From January 1, 2025 through May 30, 2025, the City shall pay Haines a salary of \$63,000, payable in equal or nearly equal installments, pursuant to the payroll schedule for professional and administrative employees of the City. Beginning May 31, 2025 the City shall pay Haines a base starting salary of One Hundred and Fifty Thousand Dollars (\$150,000) per year, payable in equal or nearly equal installments, pursuant to the payroll schedule for professional and administrative employees of the City. Pay raises, if any, shall be governed by the procedures in Section 3 below. With consideration given to Ms. Haines years of employment with the City of Auburn, longevity pay will continue after January 1, 2025 to accrue at six hundred dollars (\$600.00) annually for each consecutive four (4) years of service with the City of Auburn.

B. Business Expenses. The City also recognizes that certain discretionary, job-related expenses of a non-personal nature may be incurred by Haines, as City Manager. The City hereby agrees to reimburse or to pay such general expenses, and the City Comptroller is hereby authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits; provided, however, such expenses shall not exceed \$500.00 in each contract year of Haines' employment term, without the prior authorization of the City Council.

- C. Cellular Phone. Haines will receive a City owned mobile phone for use for City business.
- D. Travel Mileage. For any of Haines' City work-related vehicular trips in her own car less than a 50-mile radius from City Hall in Auburn, Haines shall not receive any additional mileage reimbursement, it being the intention of the parties that for trips within a 50-mile radius. However, for Haines' City work-related vehicular trips in excess of a 50-mile radius from City Hall in Auburn, she shall be entitled to a mileage reimbursement from the City for the miles incurred over 100 miles at a rate equal to the Internal Revenue Service's published vehicular mileage rate. Haines' trips beyond a 50-mile radius, for which mileage reimbursement will be sought, must be approved in advance by City Council.
- E. Civic Clubs. The City acknowledges the value of having Haines participate and be directly involved in local civic clubs or organizations. Accordingly, subject to review and approval by the City Council, the City shall pay for the reasonable membership fees and/or dues to enable Haines to become an active member in local/regional civic clubs or organizations.
- F. Bonuses. City Council may, in its sole discretion, award Haines a monetary bonus or bonuses or other benefit in consideration of exemplary job-related performance for which there exists no other compensation in this contract.

SECTION 3: JOB PERFORMANCE

- A. Pay Increases. An annual salary increase of 2% shall be applied to Ms. Haines' salary on January 1 of each year of this contract.
- B. Resolution of performance complaints. If at any time, should City Council or any member of City Council have concerns with or complaints about Ms. Haines over the job performance, activities, or actions of the City Manager, whether personal or job-related, the Council agrees that the issue will be brought to the attention of the City Manager in a timely and discrete manner and Council will permit a reasonable period of time for the City Manager to respond to the issue prior to there being public discussion of the matter by any member of the City Council. This consideration in no way limits the Council's ability to have Executive Session discussions about the City Manager's performance or to release information that would otherwise be deemed a public record.

SECTION 4: HEALTH, VISION, PRESCRIPTION AND DENTAL INSURANCE

- A. Health, vision and dental insurance. During Haines' employment term, the City shall make available to Haines and her dependents, health, vision, and dental insurance benefits to the

same extent and on the same basis as made available to other senior management employees of the City and the City shall pay for such health, vision, and dental insurance benefits. The parties agree that Haines shall pay all and any contributions and percentages for her health, vision, and dental insurance at a rate of 21.7% upon completion of required 60-day notification; increase to 23.4% on July 1, 2027; and increase to 25% on July 1, 2028.

B. Prescription Insurance. During Ms. Haines' employment term, the City shall make available to Haines and her dependents the same prescription coverages and options to the same extent and on the same basis as is made available to other senior management employees of the City, as set forth in the Senior Management Personnel Policy.

SECTION 5: VACATION, HOLIDAYS AND SICK LEAVE

A. With consideration given to Ms. Haines' years of employment with the City of Auburn, pursuant to the Senior Management Personnel Policy, the City hereby grants Ms. Haines per each contract year of Haines' employment term, thirty-seven (37) days paid vacation provided that Haines gives reasonable notice to the Mayor or City Clerk of the dates for said vacation days each contract year. A maximum of fifteen (15) days may be carried over into the next contract year of Haines' employment term, any unused but accrued vacation days, holidays or sick days shall be reimbursed pursuant to the provisions of Section 8 B herein. All of Haines accrual balances as of the date of this Agreement shall be carried forward and continue to accrue per the terms of this Agreement.

B. Haines shall be paid for holidays on the same basis and in the same manner as set forth in the Senior Management Personnel Policy

C. Pursuant to the Senior Management Personnel Policy, Haines shall be credited one-half (½) sick day for each biweekly pay period during her employment term. Haines shall not be compensated for unused sick days, except as pursuant to provisions of Section 7B or 8B; however, Haines will be allowed to carry over sick days from one contract year to the next during Haines' employment term. With more than 20 years of continuous service already in place, Haines shall be allowed to accumulate unlimited days of sick leave.

D. Pursuant to the Senior Management Personnel Policy, Haines shall be entitled to a maximum of three (3) personal leave days per year of her employment term. Haines shall not be allowed to carry over personal leave days from one contract year to the next, nor shall she be entitled to any compensation for unused personal days if her employment is terminated pursuant to Section 7

below.

E. Notice of absence. Whenever Haines is to be absent from City Hall for any period in excess of two consecutive days for vacation, personal leave, out-of-town work, or otherwise, she shall give the Mayor reasonable notice of her anticipated dates of absence in a time-dated written form. Reasonably prior to each of such absences, Haines shall designate in writing an Acting City Manager to act in her stead during the ensuing absence.

SECTION: 6 GENERAL TERMINATION PROVISIONS

A. Notwithstanding any other term or provision of this Agreement, this Agreement and Ms. Haines' employment with the City as City Manager may be terminated as follows:

1. By agreement in writing between the City and Haines made and executed with the same formality as this Agreement;
2. Upon Haines terminating her employment with the City pursuant to Section 8 of this Agreement; or
3. Pursuant to Sections 7, 8 or 9 of this Agreement.

SECTION 7: TERMINATION BY THE CITY

A. The City has the absolute right to terminate Haines' employment with the City at any time upon providing Haines with written notice of such termination, unless the parties agree otherwise. The written notice shall specify the date of termination.

B. In the event that Haines' employment is terminated by the City before the end of Haines' employment term, then in that event, the City agrees to pay H a i n e s a lump sum cash payment equal to twelve months' aggregate salary. Salary, unused but accrued vacation days, holidays or sick days and accrued benefits shall be pro-rated to the date of termination. Notwithstanding the foregoing, in the event the City terminates Haines' employment, then and in such event, the City shall continue in full force and effect, for the benefit of Haines and her dependents, all health, vision, prescription and dental insurances as they then may exist, for a period of six (6) months after the date of termination.

C. Contemporaneously with the delivery of the severance pay hereinabove set out, Haines agrees to execute and deliver to the City, a Release, releasing the City of all claims that Haines had, has or may have against the City, its City Council, City Council Members, officers, agents, employees, and/or servants. This Release shall not apply to any existing contract or statutory benefits which

Haines was entitled to receive as of the date of termination, e.g., existing disability benefits, workmen's compensation benefits, etc. The Release shall be in a form acceptable to the City's legal counsel.

D. In the event of termination by the City, Haines agrees that upon reasonable notice to Haines, Haines shall be available to consult with the City on matters pending with the City during Haines' employment as City Manager. The City's obligation to provide vision, prescription, health, and dental insurance to Haines and her dependents under paragraph C of Section 8 of this Agreement, is conditioned upon Haines' cooperation to consult with the City as agreed to in this paragraph D of Section 7 of this Agreement. However, the City shall reimburse Haines for reasonable out-of-pocket expenses incurred by Haines in connection with such consultation(s).

SECTION 8: TERMINATIONBY HAINES

A. At any time during Ms. Haines' employment term, Haines may terminate her employment as City Manager of the City, provided, however, that Haines gives the City written notice of her termination at least 90 days in advance of the termination date, unless the parties agree otherwise.

B. In the event that Haines terminates her employment with the City, the City shall have no further obligations to pay any salary or benefits to Haines other than accrued benefits to the date of termination that Haines would be entitled to under the terms and provisions of this Agreement. Salary, unused but accrued vacation days, holidays or sick days and accrued benefits shall be prorated to the date of termination

C. In the event that Haines terminates her employment with the City, Haines agrees that upon reasonable notice to her, Haines shall be available to consult with the City on matters pending with the City during Haines' employment as City Manager. However, the City shall reimburse Haines for reasonable out-of-pocket expenses incurred by Haines in connection with such consultation(s).

SECTION 9: TERMINATION BY RETIREMENT

In the event that Haines terminates her employment through bona fide retirement from NYSLRS ERS system, she will follow the guidelines set forth in the Senior Management Personnel policy. Upon retirement, Haines may utilize unused sick leave time as payment toward future health insurance premiums as follows: Sick leave will be credited toward an employee's future health insurance premium costs at a dollar value equivalent to one (1) accrual leave day to one (1) paid work day. If Haines opts to apply for retirement at the end or prior to this contract, Haines agrees to give the City written notice of her intent to retire at least 45 days in advance of her retirement date.

SECTION10: TERMINATION BY REASON OF DISABILITY OR DEATH

A. It is agreed that should Ms. Haines be unable to perform any or all of her duties by reason of illness, mental incapacity, injury, accident, or a cause beyond her control and said disability continues for more than twelve (12) weeks, excluding any time permitted pursuant to the Family Medical Leave Act, or if said disability is permanent, irreparable or of such nature as to make the performance of all her duties impossible, the City may, at its option, terminate Ms. Haines' employment with the City, upon written notice to Haines, whereupon the respective rights, duties

and obligations hereof shall terminate. In the event that the City terminates Haines' employment pursuant to this Section 9, the City shall have no further obligations to pay any salary or benefits to Haines other than accrued benefits to the date of termination that Haines would be entitled to under the terms and provisions of this Agreement. Ms. Haines' salary, unused but accrued vacation days, holidays or sick days and accrued benefits shall be prorated to the date of termination.

B. The City may, at its option, require any and all types of medical or psychological testing to be performed at its own expense, by health care providers of its own choosing, at any time during the disability, to determine the nature and/or extent of the condition(s) involved.

C. The parties agree that during any period in which Haines is suffering from a disability but continues to be employed by the City, Haines shall be entitled to compensation only for the sick days which she properly uses during the disability period and to which she is entitled under this Agreement. The City shall, however, continue to make available to Haines and her dependents, any health, vision, prescription, and dental insurance as agreed to herein by the parties, during any such disability period and prior to the termination of Haines' employment with the City.

D. If Ms. Haines' employment term with the City of Auburn is terminated by her death, the City of Auburn shall pay a death benefit to her designated beneficiary, spouse Howard A. Haines III. This death benefit shall be equal to one month's worth of Ms. Haines' base salary at the time of her death.

SECTION 11: OUTSIDE ACTIVITIES

A. Ms. Haines agrees to devote her primary time, skill, labor and attention to matters and business of the City during Haines' employment term. She shall not engage in employment (other than employment with the City under this Agreement), self-employment or otherwise devote herself to any enterprise which will interfere with the performance of her duties as City Manager of the City or her performance of the terms and conditions of this Agreement, unless as specified in Section 10C below.

B. Ms. Haines must give to the Mayor of the City reasonable notice any time Haines is outside of the City a distance such that she is unable to report to Auburn City Hall within four (4) hours.

C. Ms. Haines agrees that her highest priority is to devote any necessary time and attention to matters and business of the City and that her City employment shall always be her principal obligation. She may maintain limited business interests and enterprises unrelated to her City employment that do not interfere with the performance of her duties as City Manager with the following restrictions:

1. She will not engage in any outside activities that would be an actual or perceived conflict of interest with her work at the City. She will not engage in outside activities during regular business hours of the City unless she is in leave status.

2 She will not use City time, equipment or resources in support of her outside activities.

D. Ms. Haines shall, upon request of the Council, disclose in writing to the City Council and City of Auburn's Corporation Counsel's Office the nature of her outside activities and the identity of her outside activity clients and customers. The purpose of this disclosure is to allow Council and Corporation Counsel to determine and advise against any actual or perceived conflicts of interest or ethics violations.

SECTION 12: INDEMNIFICATION AND DEFENSE

A. The City of Auburn, in a manner which is consistent with Federal, State or Local Laws, shall provide Ms. Haines with defense against any tort, liability claim, demands, civil litigation, judgments or other legal exposures arising out of an alleged act or omission occurring in the performance of her duties as Auburn City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Legal representation, provided by the City for Haines, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Haines against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Haines in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties.

B. This provision shall not apply to claims and exposures arising out of crimes or international torts. Nor shall this provision apply to claims and exposures arising out of Ms. Haines' outside activities in Section 10 above.

C. Haines recognizes and agrees that the City shall have the right to compromise a lawsuit to which it is a party without the approval and consent of Haines, even in the circumstance that Haines is a party to said action.

SECTION 13: DEFERRED COMPENSATION

The City and Haines agree that Haines, as an employee of the City, shall be allowed to participate in the City's deferred compensation plan on the same terms and conditions as other senior management employees of the City.

SECTION 14: PROFESSIONAL DEVELOPMENT

A. The City agrees to budget and to pay for professional dues and subscriptions for Haines, for her participation in national, regional, state, and/or local associations and organizations and for her continued professional growth in an amount not to exceed \$500.00 per contract year of Haines' employment term. At least once annually, Haines shall provide City Council with a list of subscriptions and memberships for which the City is paying pursuant to this provision.

B. The City further agrees to budget for and to pay for travel, meals, lodging and continuing education expenses of Haines, as it relates to pursuing professional development of Haines, or as it relates to performance of her duties as City Manager. The amount budgeted and to be paid for under this paragraph shall not exceed \$ 2,500.00 per contract year of Haines' employment term, unless the City Council approves otherwise. This provision is intended to include, but is not limited to, Haines' membership in the International City/County Management Association (ICMA). Any expenses for which Ms. Haines shall be reimbursed pursuant to this provision must be approved in advance by City Council.

SECTION 15: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 16: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council, in consultation with Haines, shall fix any such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the performance of Haines, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City's Charter or any law.

B. As a condition of employment, Haines shall be required to establish and maintain a residence in the City of Auburn at all times during her employment with the City.

SECTION 17: NOTICES

A. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

THE CITY: City of Auburn,
Office of the Mayor and City Council
Memorial City Hall
24 South Street
Auburn, New York 13021.

MS. HAINES: Jennifer L. Haines
8 Brister Avenue
Auburn, New York, 13021

In the event that Haines shall change her address, she shall give the City Clerk of the City, written notice of such change within 5 days of such change.

B. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil practice in New York State. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the custody of the United States Postal Service, postage prepaid.

SECTION 18: GENERAL PROVISIONS

A. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated or modified in accordance with the terms and provisions of this Agreement, or by an agreement in writing between the parties made and executed with the same formality as this Agreement.

B. Except as otherwise stated in this Agreement, this Agreement contains all the agreements made between the City and Haines with respect to the employment of Haines by the City. No other document shall be deemed to contain any binding commitment between the City and Haines with respect to the employment of Haines by the City, unless it (i) contains an express statement that it is intended to constitute a binding commitment, (ii) is dated on or subsequent to the date this Agreement is signed by the Mayor of the City, and (iii) is signed by Haines and by the Mayor of the City pursuant to a resolution of the Council of the City authorizing the Mayor to do so.

C. This Agreement and all its provisions shall apply to and bind the parties hereto and the heirs, executors, administrators, successors and assigns of the respective parties.

D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. In the event of any dispute between the City and Haines as to the interpretation of any of the terms or provisions of this Agreement other than issues involving suspension or termination, then and in such event, the

parties agree that such issues shall be resolved through arbitration under established arbitration procedures.

SECTION 19: NEW YORK STATE & LOCAL EMPLOYEES RETIREMENT SYSTEM

A. The City shall continue enrollment for Haines in the New York State & Local Employees Retirement System under the rules and regulations of that retirement plan as is applicable to Haines. The City shall make contributions to Haines' retirement account if required by the New York State & Local Employees Retirement System.

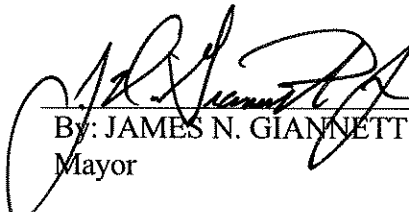
B. Haines acknowledges having received information about the New York State & Local Employees Retirement System, Haines' anticipated continuing placement in Tier 4.

C. Haines also acknowledges that should she be terminated for any reason prior to vesting that there are reimbursement rights for contributions made by Haines. The parties agree that the City is not obligated to make contributions to Haines' New York State Retirement account unless required by the New York State & Local Employees Retirement System.

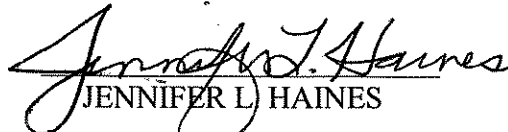
IN WITNESS WHEREOF, the City and Haines have executed this Agreement.

Dated: July 16, 2026

CITY OF AUBURN, NEW YORK


By: JAMES N. GIANNETTINO, JR.,
Mayor

Dated: July 16, 2026


JENNIFER L. HAINES

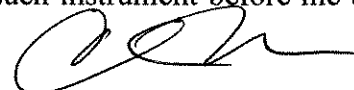
Acknowledgements

STATE OF NEW YORK)

COUNTY OF CAYUGA)

ss.:

On the 16 day of July, 2026, before me personally came JAMES N. GIANNETTINO, JR., MAYOR OF THE CITY OF AUBURN, NEW YORK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Such person duly swore to such instrument before me and duly acknowledged that he executed the same.



Notary Public or Commissioner of
Deeds

STATE OF NEW YORK)

COUNTY OF CAYUGA)

ss.:

On the 16 day of July, 2026, before me personally came JENNIFER L. HAINES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Such person duly swore to such instrument before me and duly acknowledged that he executed the same.



Notary Public or Commissioner of
Deeds



SENIOR MANAGEMENT PERSONNEL POLICY

**A POLICY OF THE CITY OF AUBURN, NEW YORK, TO PROVIDE WORK RULES AND A COMPENSATION
AND BENEFIT PLAN FOR SENIOR MANAGERS AND NON-UNION EMPLOYEES.**

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The Senior Management Policy is designed to provide a plan for fair and competitive compensation and benefits in order to attract and retain senior management employees at the City of Auburn who are not represented by collective bargaining agreements. This document is a guideline; the City Manager shall have the discretion to modify terms as necessary to attract and retain qualified staff, with prior approval from City Council. Modification of the terms of this policy for any individual shall be documented and shall not serve to modify the terms for the entire group covered by the policy. Any modification intended to apply to all employees covered by this policy shall be by Council Resolution.

This Policy is based on revisions of the current Senior Management Policy adopted by Resolution #79 of 2023; and is designed to achieve the following:

- Update wages and compensation for non-represented employees.; and
 - Amend choices in health insurance plans that are available to non-represented employees; and
- Increase health insurance premiums over a three-year timeframe to reach 25% contribution in FY2029; remove the force to the PPO Insurance Plan; and remove the correlated PPO incentive.
- Allow the City Manager and City Council to modify terms as necessary to achieve operational goals while controlling costs.

1. COVERED EMPLOYEES

Employees considered Management Personnel; covered under this Policy, fall under the following categories:

Department Heads — DH
Management & Professional — MP
Management Support – MS

A specific list of job titles is provided in Attachment A.

2. WORK WEEK

The work week for Management Personnel shall be the hours necessary to fulfill their responsibilities and meet the needs of those working under their supervision. Management Personnel are required to use Kronos to document hours worked. DH and MP Personnel shall normally be present (mandatory for MS Personnel) during core hours, which are equivalent to the work hours of the primary employees under their direct supervision, i.e., 8:00 a.m. to 4:00 p.m. for City Hall based operations; 7:00 a.m. to 3:30 p.m. or other field based work schedule as appropriate for MP and DH with field operations. However, it is understood that DH and MP Personnel may adjust their time to meet the needs of the City, their Department, and their personal schedules (within reason). The City Manager may authorize special work weeks or hours consistent with these standards. DH or MP Personnel are expected, as part of their job, to occasionally work outside of normal work hours without expectation of extra compensation in time or wages. Remote work may be authorized by the City Manager for temporary situations in which there is a combined benefit to the employee and the city.

3. COMPENSATORY TIME / OVERTIME

Management Personnel may be required to work in excess of their normal work week because of an emergency situation, Departmental needs, or as requested by the City Manager. Only MS Personnel will be credited with compensatory time off or paid overtime, at the employee's option. Compensatory time and paid overtime shall be earned, accrued, and utilized as described herein.

Employees must request approval of his/her Department Head or the City Manager before working overtime in excess of one (1) hour or on a non-regularly scheduled work day.

Any current carryover hours at the time this Policy goes into effect, will be "grandfathered" to the credit of the employee. MS Personnel will be allowed the same options as related to compensatory time as employees in the CSEA Unit #6251-00.

Overtime shall be paid for at the employee's time and one half hourly rate or, at the option of the employee, compensatory time shall be granted at the rate of one and one-half times for all hours in excess of 70 or 80 hours each pay period (based on the employee's designated work week), such pay shall be calculated in segments of not less than one-quarter (1/4) hour. Compensatory hours accumulation shall not exceed a total of one hundred (100) hours. An employee's request for a particular day or days of compensatory time off shall not be unreasonably denied by the Employer. If an employee's requested compensatory time off is denied, the employee, at his/her option, may elect to receive payment for the overtime worked instead of compensatory time off. Compensatory time off can be taken in segments of no less than one-quarter (1/4) hour per day. The receipt of holiday, vacation, compensatory leave, or personal leave pay for non-shift employees will be considered as having worked for the purpose of calculating overtime.

Any compensatory time accrued at the time that this Policy goes into effect, which was permitted prior to this Policy, shall be used or cashed out by December 31, 2020. Thereafter, compensatory time accrued shall be used or cashed out on an annual basis.

4. VACATION

All Management Personnel shall be eligible for of vacation in the first year. Vacation accruals will be based on the following chart.

Required Service

Time Off

Department Heads / Management & Professional:

Less than 10 years	26 Days
10 years, but less than 20 years	30 Days
20+ Years	35 Days

Management Support Staff:

Less than 2 years	11 days
2 years	12 days
3 years	14 days
4 years	16 days
5 years but less than 7 years	20 days
7 years but less than 10 years	23 days
10 years but less than 15 years	26 days
15 years but less than 20 years	29 days
20 years but less than 25 years	32 days
25 years and thereafter	35 days

Existing City Employees who are promoted into management positions covered by this policy shall carry any accrued leave forward into the new position.

New employees to the City in the position of DH or MP shall accrue vacation based on the same schedule as promoted employees, however, the City Manager may grant up to five weeks of vacation as part of a negotiated compensation package. If a new employee terminates employment within 12 months, any advanced leave used in excess of the normal accrual schedule shall be withheld from the final paycheck, and if there is a deficit the employee shall pay the City the difference.

Any negotiated vacation benefit for a new employee exceeding five (5) weeks must be approved in writing by the Mayor and Council. A week is defined as five (5) days.

Vacations must be taken in the calendar year following the calendar year in which they were earned, except that a maximum of fifteen (15) days may be carried over into the next calendar year. More than fifteen days may be carried over into the next calendar year upon approval of the City Manager.

5. HOLIDAYS

The following days shall be recognized as paid holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents Day
- Good Friday
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

DH required to work on a holiday, will be granted a floating holiday in exchange for the worked-holiday, which shall be used within sixty (60) days from the date of the worked holiday.

MS Personnel required to work on a holiday, will be compensated following the Holiday Policy of the CSEA Professional and Administrative Unit.

As provided for by Section 63 of the Public Officers Law, veterans who work on Veteran's Day or Memorial Day may request, shall be granted a floating holiday in exchange for working the holiday or, if eligible, shall be credited with a compensatory day for working on the holiday, both of which shall be used within sixty (60) days of the holiday that was worked.

Holidays falling on Saturday will be observed on the preceding Friday and those falling on Sunday will be observed on the following Monday. In accordance with Public Law 90-363, Presidents Day will be recognized as falling on the third Monday in February and Memorial Day on the last Monday in May.

6. PERSONAL LEAVE

Each employee covered by this Agreement shall be entitled to take up to three (3) paid personal leave days during each contract year, or a pro-rated amount if the employee has not been employed for the full twelve (12) month period; such leave shall not be cumulative from contract year to contract year. Leave will be granted in segments of one-quarter (1/4) hour, if such leave does not impair the efficiency of the operations.

There shall be no restrictions on when personal leave time may be used by an employee.

7. BEREAVEMENT LEAVE

DH and MP shall follow the Funeral Leave Policy of their subordinates. MS shall follow the Funeral Leave Policy of the CSEA Professional and Administrative Unit.

8. SICK LEAVE

A. ACCRUALS

Each full-time employee shall accumulate up to two hundred sixty (260) working days of sick leave, to be applied toward time off due to illness or injury which is not work related. After a minimum of twenty (20) years of continuous service, Management Personnel shall be allowed to accumulate unlimited days of sick leave. Such leave shall be reduced by one day for each day paid. Sick leave will be granted in no less than ¼ hour segments.

Each full-time employee will earn sick leave credit at the rate of one-half (1/2) day per biweekly pay period, provided, however, that he/she is in full pay status for at least five (5) work days during such biweekly pay period.

Accumulated sick leave shall not be payable at the time of termination of employment, except for the following:

(a) A physician selected by the Employer certifies that the termination of the employee was necessitated by debilitating illness or injury, and then only so long as such illness or injury continues and the employee permits physical examination at reasonable intervals; and

(b) After a minimum of ten (10) years continuous service and upon termination or leaving their position with the City, said employee having a minimum of 75 days accumulated sick leave, shall be paid for 25 days; and

(c) When an active employee dies after twenty (20) years of service and prior to retirement from the New York State Retirement System, the Employer shall pay to the estate any unused accumulated sick leave up to a maximum of twenty-five (25) days.

(d) After six (6) weeks and to a maximum of four (4) months, and upon certification from the employee's physician that the employee is unable to work for medical reasons pertaining to the employee, the employee, at the option of the Employer, may be granted a leave of absence, or the employee may utilize any accumulated sick time or vacation time.

The Employer reserves the right, in any dispute as to the employee's medical condition, to have the employee examined at the cost of the Employer by a physician selected by the Employer.

Where the Employer selects a physician for the examination of an employee, such examination will be paid for by the Employer.

B. PROCEDURE

Sick leave is provided to protect an employee against financial hardship during an illness, injury or medical procedure. An employee may use sick leave accruals for personal illness, injury or medical procedure that inhibits the employee's work. An employee may use up to five (5) days of sick leave accruals in a revolving twelve-month period for family illness or injury if the employee must provide direct care to an immediate family member. An "immediate family member" includes the employee's parent, spouse, or child, including step-child or foster-child.

The Employer may require, as a condition of payment for sick leave in case of chronic absenteeism, a statement from the employee's physician's office that the employee is under the physician's care and the probable period of absence from work. When an employee has used in excess of twelve (12) equivalent full days of paid sick leave and/or family illness, as referenced in Article XXVI, which are not verified in the prior twelve (12) months, the Employer may require a statement from the physician's office or a statement from the family member's physician's office for any future payments of sick leave during the subsequent twelve (12) month period. For purposes of this paragraph, verified shall be defined as medical documentation from a physician's office and/or medical facility, etc., or any other reasons acceptable by the employee's Department Head.

When continuous sick leave is more than five (5) days, the Employer may require, as a condition

of payment, a statement from the employee's physician's office certifying that the employee is under the physician's care and the period of disability. When continuous sick leave exceeds thirty (30) calendar days, the Employer may require a physical examination by a physician selected by the Employer. Any false representation made by the employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

C. DONATION

The following guidelines shall be utilized for Sick Leave Donation Program:

- a) The recipient for donation must contact the City Manager to initiate the plan.
- b) Only non-union employees may donate time.
- c) Recipients wishing to utilize the sick leave donation program will have their situation reviewed on a case-by-case basis.
- d) The recipient must exhaust all accruals prior to utilizing donated sick leave.
- e) The recipient must provide proper medical documentation to the City.
- f) Only sick leave may be donated, not other types of leave.
- g) Donors cannot contribute more than five (5) days and the wage differential will have no bearing on the day-for-day exchange.
- h) Donors must have a minimum of forty-five (45) sick days accumulated to remain at the 40-day minimum after the donation.

Any time unused by the recipient will not be returned to the donor.

9. LONGEVITY PAY

Each employee shall receive longevity pay of Six hundred dollars (\$600.00) annually for each consecutive four (4) years of service as governed by the following rules. In calculating consecutive service for purposes of longevity pay, only resignation, discharge, or other termination of employment shall be considered as terminating consecutive service. However, no accumulation of consecutive service shall occur while an employee is suspended for period of two (2) weeks or more, or while on leave of absence without pay for two (2) weeks or more. A City employee who voluntarily resigns his/her employment with the City, and who returns to employment with the City within one year, shall be entitled to all longevity payments previously enjoyed.

As of July 1, 2023, new employees covered by this policy, and who are city residents, will be entitled to Longevity Pay upon attaining top step salary, and Longevity pay will be capped at twenty (20) years of service.

10. HEALTH and DENTAL INSURANCE

The Employer shall provide health, vision and dental insurance for full-time employees covered under this policy. Management Employees shall have the option of electing family or individual coverage on any Plan offered by the City of Auburn to its employees. Employees shall be responsible for any

deductible or copay payments to the provider of services, which may be required under the plans offered to all City employees (collectively, the “Plans”). The parties expressly agree that the City cannot eliminate Plans that are in place at the time of this Policy, but can offer additional plans for employees to evaluate their own personal needs.

The employee’s share of health insurance premiums will be 21.7% upon completion of required 60 day notification; and increase to 23.4% on July 1, 2027; and increase to 25% on July 1, 2028.

Employees may elect to decline the City's health insurance benefits, provided they can demonstrate proof of continuous coverage under a non-city plan. Any employee who exercises this option will be eligible for a \$ 4,000 yearly stipend, payable in two semi-annual installments and prorated for partial year coverage. An exception is made when two married individuals, or other eligible family members, are both eligible for coverage under the City health plan. If one employee opts to participate in the City health plan (with family coverage) and the other employee opts for the buyout, they will be eligible for a \$2,000 yearly stipend. Installments will normally be paid in the first payroll in January and the last payroll in June of each year. The employee must demonstrate continuous coverage throughout the non-coverage stipend period and prior to opting back into the City health coverage. Employees may opt back into City coverage, with proof of continuous coverage, during annual open enrollment or upon a qualifying event. If the employee experiences a lapse in coverage, the employee may not opt back into City plan and will then no longer be able to obtain the stipend.

Management Employees who retire from the City of Auburn with 20 years of city service shall be eligible for health insurance coverage in retirement with the City contributing as follows:

- 1) PPO Option J Plan (non-Medicare eligible retirees):
 - Individual Plan - 50% of the premium
 - Family Plan - 50% of the premium
 - Employees retiring with less than 20 years of city service will have their premium contribution increased by 2.5% for each year short of twenty years of service.
- 2) Medicare PPO Plan (Medicare eligible retirees):
 - Individual Plan - 50% of the premium
 - Family Plan - 50% of the premium

This subsection only applies to employees, who are retired and Medicare eligible. The Medicare PPO plan only offers individual plans and does not offer a family plan option. Therefore, where an employee retires and is Medicare eligible, but his or her spouse is not, the retired employee will receive coverage under the individual Medicare PPO plan and their remaining ineligible spouse shall be offered the option of a single or family PPO health insurance plan until they are eligible for the single Medicare PPO plan. This section was not and is not intended to allow retirees to have duplicate family health insurance plans during retirement. Therefore, where married employees retire before becoming Medicare eligible, they may (a) opt for a family plan carried by one spouse to cover insurance for both retirees; (b) opt for one family plan to be carried by one spouse and one single plan to be carried by the remaining spouse; or (c) opt for two individual plans.

This section is intended to allow retirees to change or switch between single or family insurance plan coverage upon the following life changing events:

- Death of the retiree or dependent;
- Retirement of dependent;
- Aging of dependent, such that the dependent can no longer be covered on the Retiree's policy; or
- Divorce of the retiree. In the event of death or divorce of a retiree, the surviving spouse, if also a retiree of the City of Auburn, will continue to be treated as a retiree so that they will not be required to obtain insurance coverage under COBRA.
- Any retiree wishing to participate in the dental plans offered by the City shall be able to do so by paying the COBRA rate for the dental plan selected. Dental plan premiums may not be paid, however, using the health insurance bank established with unused sick time.

Employees may elect to forgo the vision and/or dental insurance benefits under this Policy, provided they can be covered as an eligible dependent under another plan. Any employee who exercises this option will be eligible for an annual stipend pro-rated for partial-year coverage. Said annual stipend shall be equal to the actual annual composite rate(s) due under this contract and shall be deposited into the employee's flex spending account administered by the City of Auburn. An employee may opt back into City coverage, with proof of continuous coverage, during annual open enrollment or upon a qualifying event. If the employee experiences a lapse in coverage, unless and until such coverage may be afforded under the terms of, and in accordance with, the applicable plan and in any event, will then no longer be able to obtain the stipend during the period for which coverage has lapsed and will return to the City any stipend paid for the period for which coverage has lapsed. Said employee will have the opportunity to return to the City plan during the next open enrollment period.

Employee Wellness: On July 1, 2005, the City began an annual employee health and wellness program. As a part of this program, Management Personnel shall receive a maximum reimbursement, per employee, per verified participation in wellness programs to be identified by Management and agreed upon by the City-Wide Wellness Benefits Committee, in the amount of one hundred dollars (\$100.00) each year of this Policy. All claims for reimbursements shall be reviewed and approved by either the City Manager or the Chair of the City-Wide Wellness Committee.

11. RETIREMENT BENEFITS

The appropriate Retirement Plan will be available to all employees in accordance with the New York State Retirement System.

Upon retirement, Management Personnel who are employed by the City as of Feb. 20, 2020, may utilize unused sick leave time as payment toward future health insurance premiums as follows:

- Sick leave will be credited toward an employee's future health insurance premium costs at a dollar value equivalent to one (1) accrual leave day to one (1) paid work day. In no

case shall DH and MP receive less than their subordinates.

Upon retirement, Management Personnel who are hired by the City after Feb. 20, 2020, may utilize unused sick leave time as payment toward future health insurance premiums, as follows:

- Sick leave will be credited towards an employee's future health insurance premium costs at a dollar value equivalent of two (2) accrued leave days to one (1) paid workday.

Management Personnel may cash out their sick leave at retirement at a rate of one (1) day pay for every two (2) days accrued with a written acknowledgement that the retiring employee waives their rights to City provided health insurance in retirement.

12. CELLULAR PHONE ALLOWANCE

DH and MP Personnel, who have, because of their work hours and on-call status, been assigned City owned cellular phones, may elect, with the approval of the City Manager, to receive a cellular phone allowance in lieu of a City owned cellular phone. Said allowance shall be set at \$15/month until such time as it is revised as part of a new budget. The number of that phone must be available as would a City owned phone. Employees of this unit prior to July 1, 2023, will maintain their current level of reimbursement.

13. RESIDENCY REQUIREMENTS

All city employees are encouraged to live within the city. Certain positions may be required by Statute to reside within the city. For the purposes of this document, residency shall mean an employee's primary residence or domicile. Employees covered by this policy who do not reside within the city may be subject to modified benefits as outlined in the policy.

14. FAMILY AND MEDICAL LEAVE

The terms of the Federal Family Medical Leave Act apply to all employees covered by this Policy. Additional agreements may be arranged at the discretion of the City Manager.

The City will provide up to 3 weeks of paid leave for new parents under the following conditions:

- Employee has been in continuous full-time employment with the City for the previous twelve (12) months
- Employee must return to a full time, continuous work schedule within 12 weeks

15. DISCIPLINE AND DISCHARGE

Personnel covered by this policy, except for those persons entitled to Civil Service Law, Section 75 Rights, are considered "at-will" employees, meaning they can be discharged at any time for any reason. The City desires to provide discipline and discharge procedures and disciplinary appeal process for

management employees. The following procedures shall be utilized for disciplinary and discharge matters.

Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines, or any combination thereof or other such penalties as may be deemed appropriate by the Employer.

An employee shall be entitled to representation by an attorney or other representative at each step of the Discipline and Discharge Procedure. An employee shall be entitled, upon request, to have an attorney or representative present if, as a result of an investigation, an employee is asked by the Employer to sign a statement for purposes of attesting to or admitting incompetence or misconduct.

Service of the Notice of Discipline shall be made by personal service to the employee within 30 calendar days of the alleged act creating such discipline. If service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested to the employee.

The Notice of Discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought including references to dates, times, places and state any proposed penalty being sought. The Notice of Discipline shall also state that the employee has the right to appeal the disciplinary action by filing a written grievance with the City Manager within five (5) workdays after receipt of Notice of Discipline if he/she disagrees with it.

A grievance meeting shall be convened by the City Manager within five (5) working days after receipt of a grievance, as provided above. The City Manager shall render a decision, in writing, to resolve the matter within seven (7) calendar days. Failure to file a grievance within the time frame hereinabove specified will constitute acceptance of the penalty, as proposed by the Employer, by the employee, and settle the matter in its entirety. The decision of the City Manager shall be final.

Subject to a mutual written agreement between the employees covered under this policy and the City of Auburn, the time limits hereinabove specified may be waived.

16. WAGES

Compensation for Management Personnel shall be in accordance with a 10-step wage schedule (Attachment B). The wage scale shall be adjusted for CPI annually and approved as part of the City Budget.

Management Personnel shall in any case receive a cost-of-living salary increase. For the City 2026-2027 Fiscal Year Management Personnel shall receive an increase of 2%. Starting in the City 2027-2028 Fiscal Year Management Personnel shall receive an increase equal to the inflation and allowable growth factors as computed and published by the NYS Comptroller for the given fiscal year. If the inflation and allowable levy growth factor for any given year is one percent (- 1.0%) or less, he or she shall receive an increase of one percent (1.0%) of base salary for that given year. Cost of living increases shall be capped at 3% each year.

In order to attract qualified candidates, the City Manager shall have the authority to negotiate at which step management personnel will be appointed (1 through 10). All employees, regardless of the step level at the date of hire, will be eligible for a step increase on January 1 the year following the date of hire and will be eligible for future step increases every twelve (12) months thereafter, until the top step is achieved. The City Manager shall have further authority and discretion to negotiate additional step increases at any time.

DH salaries shall be at least 10% more than comparable subordinate salaries at the same Step. For example, there shall be no comparison of salaries at different Steps, but rather a DH who is at Step 2, shall only compare themselves against the salary held by the highest paid subordinate at Step 2.

17. PERFORMANCE EVALUATION

Management Personnel shall be evaluated on an annual basis. A non-exclusive list of Job Performance criteria shall include the topics of: Efficiency of Operations, Customer Service, Cost Containment, Communications, Performance Management, Teamwork, Leadership, Staff Development, Safety, and Sustainability.

18. RETIREMENT INCENTIVE

This policy includes a provision for a retirement incentive for full-time employees. Said retirement incentive will be \$10,000 cash payout or \$12,500 toward health insurance premiums. The requirements for eligibility are as follows:

The following requirements for participation in this retirement incentive program apply:

- ❖ The employee must file an application for the retirement incentive program within forty-five (45) calendar days of becoming eligible to retire without penalty.
- ❖ The employee must retire from service within seventy-five (75) calendar days after filing the retirement incentive program application.
- ❖ There is only one opportunity to apply for the retirement incentive after reaching eligibility to retire without penalty. If an employee becomes eligible to retire without penalty but chooses not to retire they cannot apply in future years. If an employee becomes eligible to retire without penalty but does not apply within the forty-five (45) day calendar period the incentive will not be available.
- ❖ If an employee wishes to retire with penalty, they will be eligible for this incentive.

19. OTHER

A. All Management Personnel: All benefits not specifically mentioned in this Policy shall parallel those of the subordinate employees' bargaining unit contract.

B. Police and Fire Chiefs: Management Personnel in the Police and Fire Departments shall receive all the benefits afforded under this Policy, subject to the following exceptions:

1. With respect to Holidays: Police and Fire Management Personnel shall follow the same policy and receive the same pay for holidays as their uniformed subordinates;

2. With respect to Personal Leave, Sick Leave and 5/2 Days: Police and Fire Management Personnel shall follow the respective policies of their uniformed subordinates;

3. With respect to Longevity: Police and Fire Management Personnel shall be granted the Longevity granted in this Policy, but also Longevity Days equal to those afforded to sworn personnel, up to a total of five (5) days;

4. With respect to Wages: In order to ensure that qualified candidates in the Police and Fire Departments continue to aspire to the Chief positions, the Chiefs of Police and Fire Chief shall be excepted from the wage schedule set forth in this Policy and the following wage criteria shall apply to them in lieu of that schedule:

- The Deputy Police Chief's base pay shall be 6% above the base pay of the most senior Police Captain.
- The Police Chief's base pay shall be 6% above the base pay of the Deputy Police Chief.
- The Fire Chief's base pay shall be 6% above the base pay of the most senior Assistant Fire Chief.
- The Chiefs' shall receive line up pay in an annual stipend in January of each year equal to the amount that they would receive under the terms of the bargaining agreements of their subordinates.

20. RELATIONSHIP BETWEEN MANAGEMENT POLICY AND EMPLOYEE HANDBOOK

In the event an expressed and explicit provision set forth in the Senior Management Personnel Policy should conflict with an employee benefit, personnel policy, personnel procedure, or other provision set forth in this Employee Handbook, the expressed and explicit provision of the Senior Management Personnel Policy will control. Unless expressly excluded, the Employee Handbook will be applicable to all employees.

21. EDUCATION BENEFITS

The City shall reimburse any management employee for the cost of tuition and related fees to attend professional and technical courses at accredited institutions of higher learning at a cost not to exceed \$10,000.00 per year. Coursework does not necessarily need to result in a certificate or degree, but the employee must obtain a grade of at least "B" or equivalent to be eligible for reimbursement.

Courses must be approved in advance by the City Manager and must reasonably relate to the job of the employee or to the advancement of the employee's career at the City. Coursework attendance shall be on the employee's own time. Travel expenses to and from the institution shall be at the employee's sole cost.

In the event an employee resigns from the City within 2 years of completing coursework the employee must repay reimbursed costs and expenses. For every six months of employment after completion of the coursework the employee's obligation for reimbursement shall decrease by 25%.

22. DEFERRED COMPENSATION PROGRAM

All Management employees with established city residency shall be eligible to join the City's deferred compensation program. If approved in the annual city budget the City will match the first \$2,000 of an employee's contribution to their deferred compensation account on an annual basis.

23. EXTENDED PAYMENT OF HEALTH INSURANCE PREMIUMS

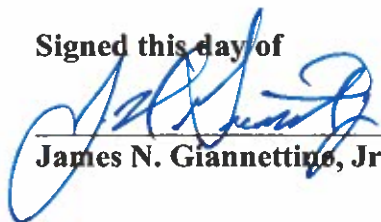
Should an employee be in unpaid leave status for a period of more than 30 days and unpaid status is not a result of disciplinary action (for example FMLA) the City Manager may approve payment of the employee's premium contribution for up to three months.

24. EFFECTIVE DATE

This Policy shall take effect upon its adoption by Council, and remain in effect until such time as an Amendment or new Policy shall take its place.

Signed this day of

²¹
July, 2026


James N. Giannettino, Jr., Mayor

ATTACHMENT A

EMPLOYEES COVERED UNDER MANAGEMENT POLICY

Department Heads

City Clerk
Comptroller
Corporation Counsel
Director of Capital Projects & Grants
Director of Planning and Economic Development
Director of Municipal Utilities
Fire Chief
Police Chief
Superintendent of Public Works
Superintendent of Engineering Services
Director of Operations

Management & Professional Staff

Assistant Comptroller
Assistant Corporation Counsel
Deputy / Assistant Police Chief
Deputy Director of Community Planning and Development
Grants Coordinator
Information Technology Systems Administrator
Technical Director of Municipal Utilities

Management Support Staff

Civil Service Clerk
Secretary to City Manager
Secretary to Corporation Counsel
Secretary to the Mayor

The City Clerk is also covered by this Management Policy with the following exceptions:

1. The City Clerk is appointed by and reports to the City Council; therefore, procedures for discipline and/or discharge shall be established by the City Council.
2. A performance evaluation for the City Clerk will be required on an annual basis, following a process as determined by the City Council.

ATTACHMENT B

Wage Schedule

7/1/2026 2%										
Title/ Step	1	2	3	4	5	6	7	8	9	10
Department Heads										
Corporation Counsel	\$124,691	\$127,223	\$129,806	\$132,443	\$135,132	\$137,876	\$140,677	\$143,536	\$146,451	\$149,427
Comptroller	\$118,877	\$121,291	\$123,753	\$126,264	\$128,828	\$131,445	\$134,113	\$136,838	\$139,616	\$142,453
Director of Capital Projects and Grants	\$106,743	\$108,909	\$111,119	\$113,373	\$115,673	\$118,021	\$120,416	\$122,861	\$125,356	\$127,900
Superintendent of Public Works	\$106,743	\$108,909	\$111,119	\$113,373	\$115,673	\$118,021	\$120,416	\$122,861	\$125,356	\$127,900
Superintendent of Engineering	\$106,743	\$108,909	\$111,119	\$113,373	\$115,673	\$118,021	\$120,416	\$122,861	\$125,356	\$127,900
Director of Planning and Economic Development	\$106,743	\$108,909	\$111,119	\$113,373	\$115,673	\$118,021	\$120,416	\$122,861	\$125,356	\$127,900
Director of Municipal Utilities	\$106,743	\$108,909	\$111,119	\$113,373	\$115,673	\$118,021	\$120,416	\$122,861	\$125,356	\$127,900
Director of Operations	\$106,743	\$108,909	\$111,119	\$113,373	\$115,673	\$118,021	\$120,416	\$122,861	\$125,356	\$127,900
City Clerk	\$81,038	\$82,680	\$84,355	\$86,064	\$87,806	\$89,584	\$91,400	\$93,252	\$95,141	\$97,071
Management and Professional Staff										
Assistant to Corporation Counsel	\$100,704	\$102,747	\$104,830	\$106,957	\$109,126	\$111,341	\$113,599	\$115,904	\$118,256	\$120,656
Deputy Director of Community Planning and Development	\$95,267	\$97,198	\$99,169	\$101,180	\$103,231	\$105,325	\$107,461	\$109,641	\$111,866	\$114,138
Technical Director of Municipal Utilities	\$95,267	\$97,198	\$99,169	\$101,180	\$103,231	\$105,325	\$107,461	\$109,641	\$111,866	\$114,138
Information Technology System Administrator	\$84,245	\$86,336	\$88,478	\$90,673	\$92,923	\$95,231	\$97,595	\$100,018	\$102,503	\$105,050
Assistant Comptroller	\$84,245	\$86,336	\$88,478	\$90,673	\$92,923	\$95,231	\$97,595	\$100,018	\$102,503	\$105,050
Grants Coordinator	\$68,677	\$70,737	\$72,859	\$75,045	\$77,297	\$79,616	\$82,004	\$84,464	\$86,998	\$89,608
Management Support Staff										
Secretary to the City Manager	\$59,129	\$60,819	\$62,560	\$64,352	\$66,192	\$68,085	\$70,033	\$72,037	\$74,098	\$76,219
Secretary to the Corporation Counsel	\$57,118	\$58,752	\$60,432	\$62,160	\$63,939	\$65,768	\$67,649	\$69,586	\$71,578	\$73,624
Civil Service Clerk	\$52,009	\$53,495	\$55,027	\$56,602	\$58,220	\$59,887	\$61,598	\$63,363	\$65,174	\$67,040
Secretary to the Mayor	\$50,635	\$52,083	\$53,575	\$55,106	\$56,683	\$58,304	\$59,972	\$61,688	\$63,453	\$65,268

OWASCO LAKE WATERSHED MANAGEMENT COUNCIL (OLWMC)

*WATERSHED RULES AND REGULATIONS STATUS, BASELINE
FUNDING COMMITMENTS, WATERSHED INSPECTION
PROGRAMMING AND PROJECTS, AND CLEAN WATER PLAN
IMPLEMENTATION*

Adam Effler, PhD, Executive Director, Owasco Lake Watershed Management Council

Jesse Lloyd, Lead Watershed Inspector, Owasco Lake Watershed Inspection and Protection Division



Council Framework

- 501©3 nonprofit local development corporation
- Overarching goal of protection and restoration of lake water quality, acknowledging the potential for lake perturbations from watershed activities and associated nonpoint source pollution



Watershed Protection Targets Prevention, the 'Bottom-Up' Approach

➡ Nutrient reduction: a primary focus to manage primary production (e.g., the growth of cyanobacteria)

1. Implementing Watershed Rules and Regulations
NYS Public Health Law Sections 1100–1107 empower the Department of Health (DOH) to protect public water supplies by establishing regulations, conducting inspections, and ordering improvements to prevent contamination



Section 104.1 - City of Auburn and Town of Owasco

Section 104.1 City of Auburn and Town of Owasco. (a) Application. The rules and regulations set forth in this section, duly made and adopted in accordance with the provisions of sections 1100-1107 of the Public Health Law, shall apply to Owasco Lake and its tributaries, which is a source of the public water supply for both the City of Auburn and the Town of Owasco, Cayuga County, New York, and to all watercourses tributary thereto or which may ultimately discharge into said lake.

(b) Definitions. (1) Agricultural-associated animal waste shall mean manure obtained from agricultural industries.

(2) Agricultural-associated animal waste area shall mean land used for the deposition of agricultural-associated animal waste on the surface of the ground for fertilization purposes.

(3) Agricultural-associated animal waste storage area shall mean land used for the temporary or permanent deposition of agricultural-associated animal waste where said deposition is not directly for the purpose of fertilization.

(4) Chloride salt shall mean the solid compounds or solutions of potassium chloride (commonly used as fertilizer), calcium chloride (commonly used for winter road maintenance) or sodium chloride (commonly used for water softener regeneration).

(5) Herbicide shall mean any substance used to destroy or inhibit plant growth.

(6) Human excreta shall mean human feces and urine.

(7) Junkyard shall mean an area where two or more unregistered old or secondhand motor vehicles are being accumulated for purposes of disposal, resale of used parts, or reclaiming certain materials such as metal, glass, fabric and/or the like.

(8) Lake shall mean Owasco Lake.

(9) Linear distance shall mean the shortest horizontal distance from the nearest point of a structure or object to the optimum high-water mark of the lake or to the edge, margin or precipitous bank forming the optimum high-water mark of a watercourse.

(10) Manure shall mean animal feces and urine.

(11) Nonagricultural-associated animal waste shall mean manure obtained from nonagricultural industries.

(12) Optimum high-water mark shall mean 717.13 feet above sea level using United States Geological Survey datum.

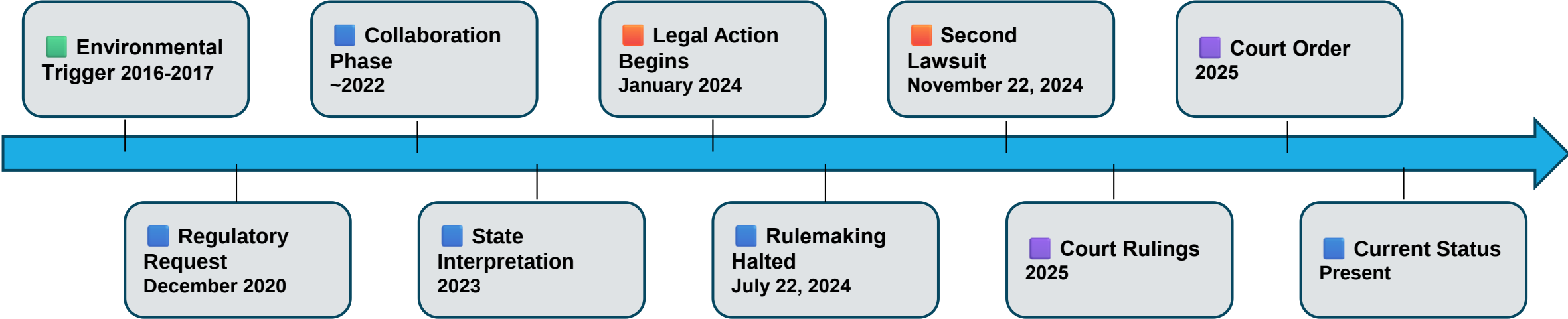
(13) Pesticide shall mean any substance used to destroy or inhibit pests such as rodents and insects.

Section 104.1 – City of Auburn and Town of Owasco – are the current Owasco Lake Watershed Rules and Regulations that were approved in 1984.

- These regulations are currently implemented for watershed protection.
- A local initiative to update the watershed rules and regulations began in 2017.



Timeline of the Owasco Lake Watershed Rules & Regulations Update Project (2017–Present)



- Environmental Trigger
- Policy / Regulation Process
- Legal Action
- Court Decisions

Owasco Lake Watershed Rules & Regulations Update (2017–Present)

Environmental Trigger

2016-2017



Harmful algal bloom toxins detected in drinking water from Owasco Lake.
Local governments begin process to update Watershed Rules & Regulations (WRR).

Regulatory Request

December 2020



Following community consensus/stakeholder process guidelines, City of Auburn and Town of Owasco formally request the New York State Department of Health update WRR to strengthen nutrient pollution controls.

Collaboration Phase

~2022



Watershed Rules & Regulations Workgroup formed. Partnership includes:

- State agencies
- Owasco Lake Watershed Management Council
- Local governments
- Cayuga County representatives.

-  Environmental Trigger
-  Policy / Regulation Process
-  Legal Action
-  Court Decisions

State Interpretation

2023



DOH states it lacks legislative authority to regulate agricultural nutrient management, citing responsibility of the **New York State Department of Agriculture and Markets** through the **Agricultural Environmental Management program**.

Owasco Lake Watershed Rules & Regulations Update (2017–Present)

Legal Action Begins

January 2024



First **Article 78 lawsuit** filed by:

- City of Auburn
- Town of Owasco
- Owasco Watershed Lake Association

Goal: clarify DOH authority to regulate nutrient pollution.

Rulemaking Halted

July 22, 2024



DOH announces it **will not update the WRR**, stating amendments are unnecessary to ensure potable water quality.

Second Lawsuit

November 22, 2024



Second Article 78 lawsuit filed after DOH ends rulemaking **without supporting scientific data**.

-  Environmental Trigger
-  Policy / Regulation Process
-  Legal Action
-  Court Decisions

Owasco Lake Watershed Rules & Regulations Update (2017–Present)

Court Rulings

2025



Court rules DOH's claim that it lacks authority is an **“error of law”** and **“arbitrary and capricious.”**

Court Order

2025



Judge orders DOH to **collaborate with petitioners to draft updated WRR addressing agricultural nutrient pollution**, citing **New York's constitutional right to clean water**.

Current Status

Present



DOH required to move forward with WRR updates **under court order**, but the agency **has appealed the decision**.

-  Environmental Trigger
-  Policy / Regulation Process
-  Legal Action
-  Court Decisions

Committed 2026 Baseline Revenue

The OLWMC requests all municipalities within the watershed commit to OLWMC services.

<u>Municipality</u>	<u>Current Annual Commitment</u>
<u>Town of Owasco</u>	\$34,000
<u>Town of Fleming</u>	\$7,000
<u>Town of Scipio</u>	\$3,000
<u>Town of Niles</u>	\$2,500
<u>Town of Sennett</u>	\$2,500
<u>Town of Moravia</u>	\$2,000
<u>Village of Moravia</u>	\$2,200
<u>Town of Dryden</u>	\$800
<u>Village of Groton</u>	\$250
<u>Town of Summerhill</u>	\$200
<u>Town of Lansing</u>	\$200
<u>Town of Genoa</u>	\$200
<u>Town of Locke</u>	\$200



- ***100% Financial Buy-In
From Directing
Municipalities***

Water Purveyors' Commitments

- Both water purveyors:

1. Are mandated to protect Owasco Lake drinking water quality for consumers
 - This mandate is reflected within the 'Three Party Agreement' made during the creation of the OLWMC in 2011.
2. Support the OLWMC's need to enhance ongoing and future watershed protection and restoration measures.

The relative rate cost (per volume) of water drawn and sold from the lake, as a funding commitment to OLWMC is calculated.

Municipal Commitments to Watershed Protection Fees for 2026

2026 Town of Owasco/Fleming/Niles Contribution: \$43,750

Owasco Water Sold (2025)= 135,488- 1000 gallon units

\$/1000 gallon = \$ 0.3229/1,000 gallon

2026 City of Auburn/Sennett Contribution: \$252,500

Auburn Water Sold (2025)= 1,100,636- 1000 gallon units

\$/1000 gallon = \$ 0.2294/1,000 gallon

Relative to the total water sold in 2025, an annual City of Auburn commitment of ~\$352,903 would meet the Owasco/Fleming/Niles commitment to watershed protection in 2026.

Budgeted City of Auburn Commitment for 2026-2027: \$250,000
(0% increase from 2025)

OWASCO LAKE WATERSHED INSPECTION AND PROTECTION DIVISION (OLWIPD)



The OLWIPD Mission

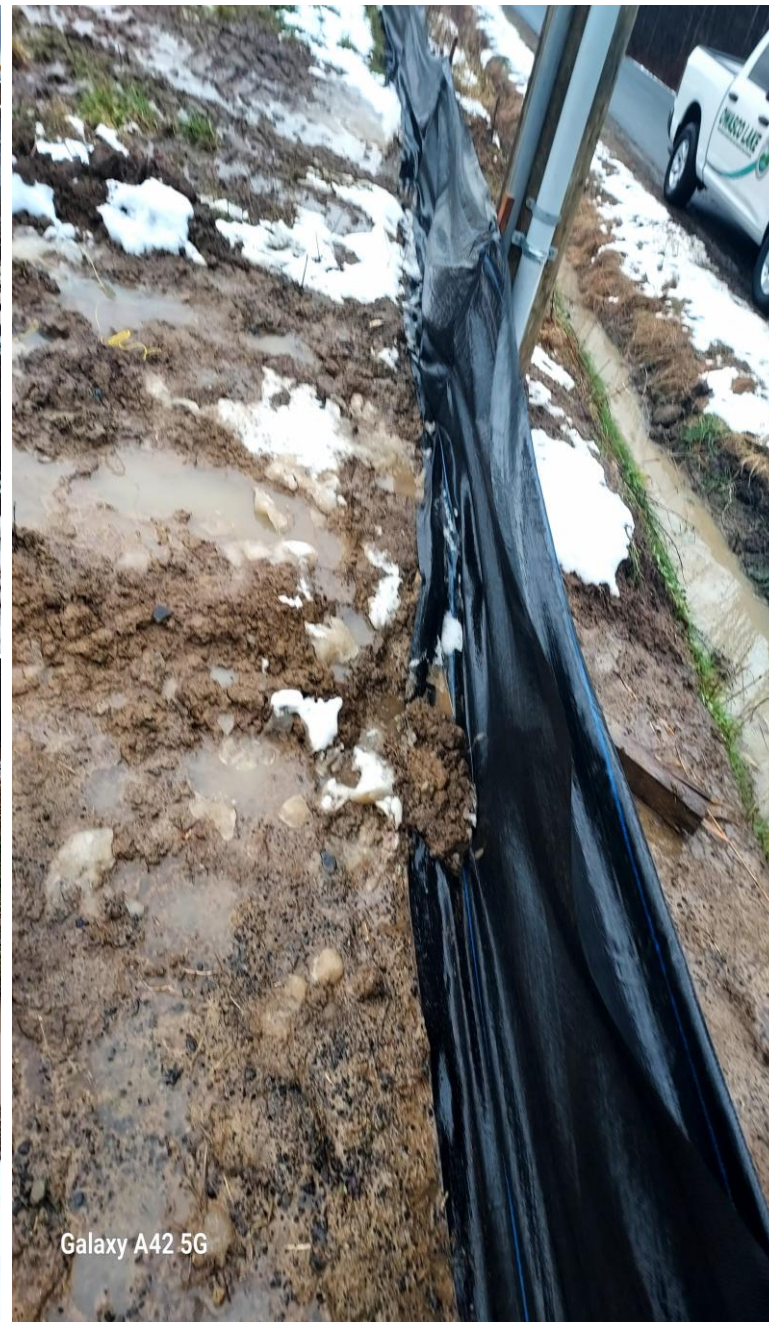
To make regular, thorough inspections of Owasco Lake, its watercourses, and its watershed, to identify compliance with the Rules and Regulations set forth for the Owasco Lake watershed, and to provide educational outreach within the watershed community that supports environmental awareness and stewardship.

Featured Inspection Sites and Corrective Actions





- Large parcel of land cleared and graded up-gradient of a recognized wetland
- No sediment or erosion controls in place



- Subsequently, silt fences were installed incorrectly.
- Resulted in a water quality violation of local and NYS regulations.
- The NYS DEC threatened to take actions if adequate soil and erosion control measures were not put in place.



Compliance and Corrective Actions:

The owner put down a thick layer of mulch and backed the silt fence with silt logs. These controls stabilized soils and protected the adjacent watercourses from sediment discharges.



Inspection Site on Sucker Brook: Riparian Clearing for Agriculture

After speaking with the OLWIPD and NYS DEC, the landowner quickly mulched and seeded disturbed soils. These measures helped stabilize soil and protect the watercourse from sediment discharges.





Exposed Soils from Development Activities:

Initial sediment and erosion controls became inadequate as the job progressed.



Corrective Action: Site Stabilization

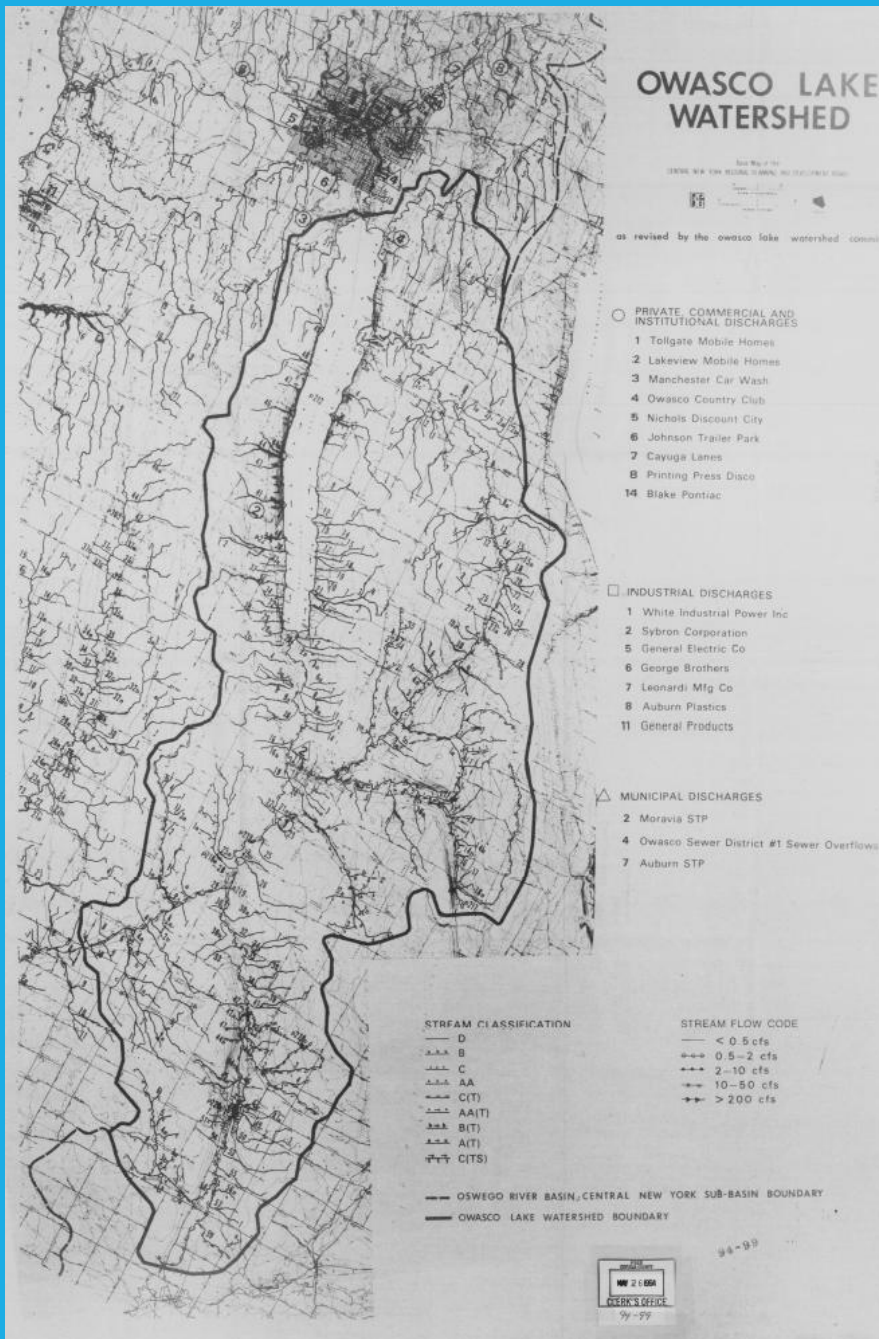
The contractor installed stone and graded the driveway to direct runoff into settling areas on both sides. These settling areas allowed sediment to settle out before the water discharged from the site.



Tractor rollover and diesel spill

- I arrived onsite and worked to contain the spill
- I was the contact for the DEC Spill Response team
- This situation sparked talks on how proper steps were not followed after the 911 call

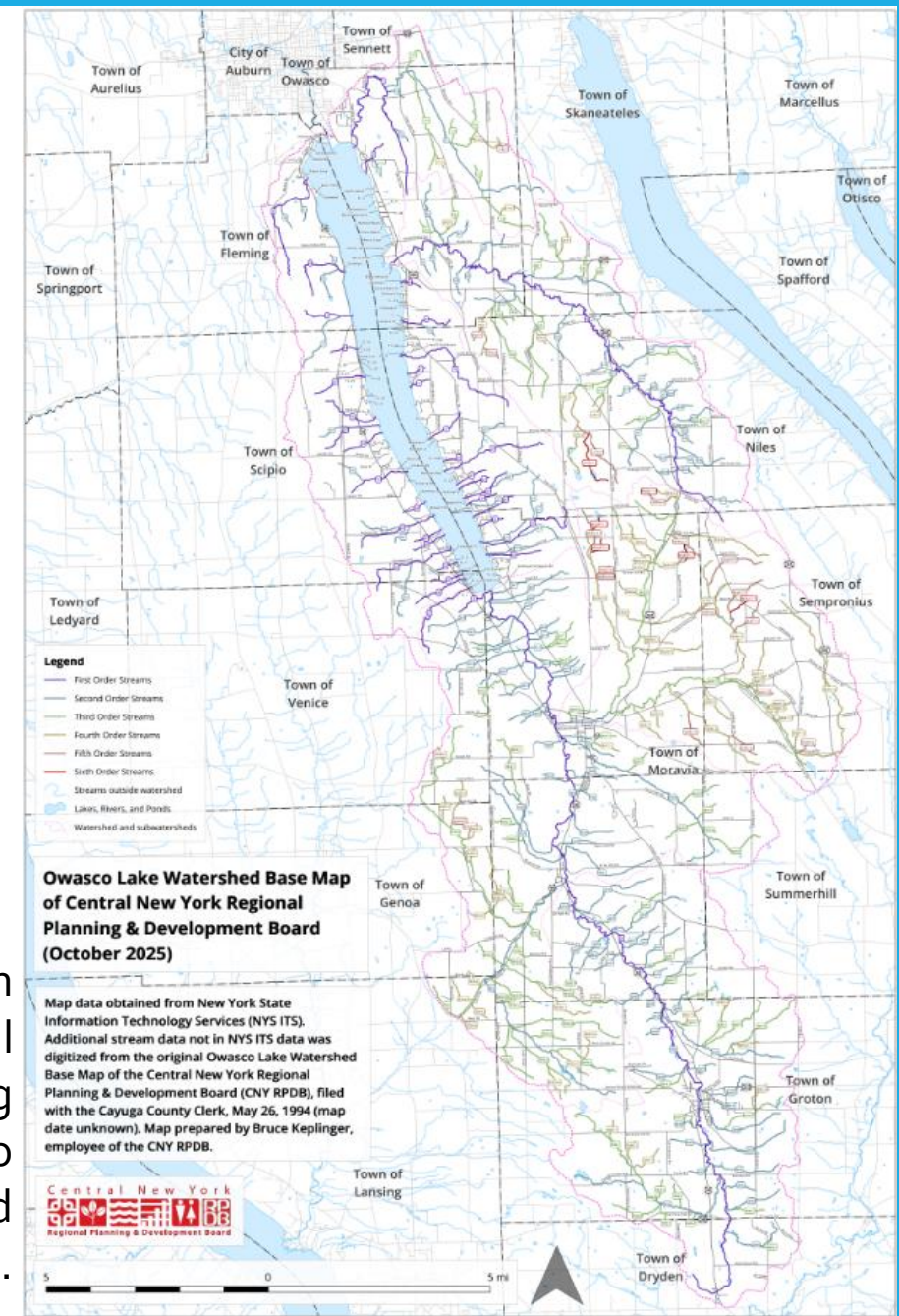




Regulatory Map Update Project

The black and white map, pictured left, is the referenced map in the 1984 Owasco Lake Watershed Rules and Regulations. Lacking and outdated features and landmarks make distance measurements difficult.

The OLWMC worked with Bruce Keplinger of the Central New York Regional Planning and Development Board to update the map, pictured right.





Featured Site Remediation Collaboration

- The OLWIPD identified abandoned oil drums in the Town of Locke.
- NYS DEC would not handle removal of the oil drums and site remediation because the oil did not meet their criteria as "hazardous."
- The OLWMC teamed up with OWLA, which raised project funding to remediate the site.
- Carl Weber, of OWLA, led the way to obtain permissions to clean the site.

Featured Site Remediation Collaboration

- OWLA was diligent to encourage local businesses to take notice of this community concern and help with the cost of the cleanup. Donated funds were matched by the Joe Wasileski Memorial Challenge Program managed by OWLA.
- On September 25, 2025, Momentum Environmental performed the remediation.
- Momentum's final invoice was \$1800 less than quoted. They also provided backfill, mulch and seed, which were not in their quote.



LAKE LIFE

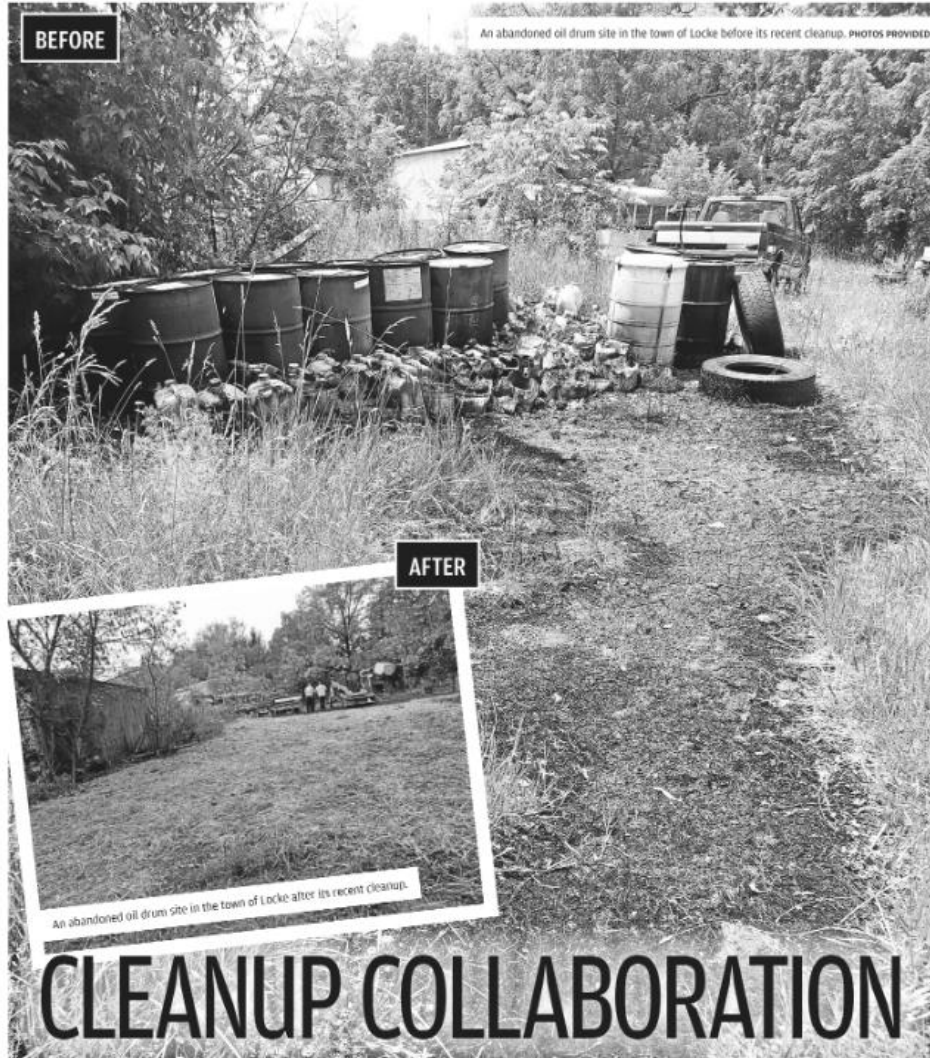


Scan the code to read these and more stories from the last few days.
[auburnpub.com](https://www.auburnpub.com).

WATERSHED WATCH

BEFORE

An abandoned oil drum site in the town of Locke before its recent cleanup. PHOTOS PROVIDED



AFTER

An abandoned oil drum site in the town of Locke after its recent cleanup.

CLEANUP COLLABORATION

How Owasco Lake groups teamed up to remove abandoned oil drums from near inlet

Project Visibility

Cleanup Collaboration article by Jesse Lloyd was featured in the Lake Life section of the Citizen Newspaper, October 16, 2025. OWLA also published a project article on November 16, 2025.



Photo of site after remediation



Owasco Lake Watershed Inspection and Protection Division 2025 Annual Report

Our Mission:

To make regular and thorough inspections of Owasco Lake, its watercourses, and its watershed; to identify and promote compliance with the Watershed Rules and Regulations set forth under New York State Public Health Law; and to provide educational outreach within the watershed community that promotes environmental awareness and lake stewardship.

[OLWIPD 2025 Annual Report](#)

- The 2025 Annual Inspection Report is final.
- Report prints were delivered to watershed municipalities and partnering agencies.
- A digital version of the report was made available through the OLWIPD website.

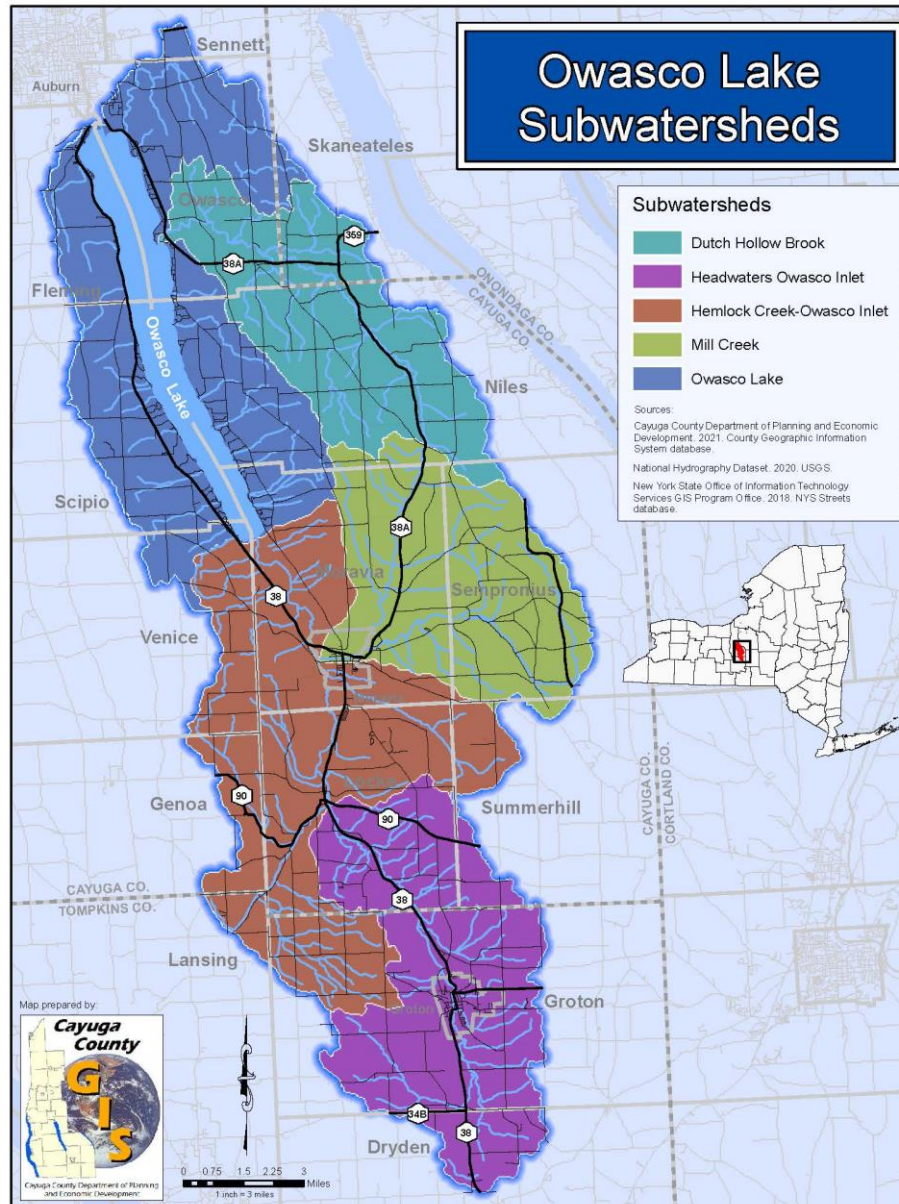
<u>Contents</u>	<u>Page</u>
Executive Director's Summary, Photo Montage	2-3
Inspection Summary, Lake and Watershed Conditions	4-5
Watershed Inspection Highlights	6-7
Programming & Map Developments	8-9
Map of 2025 Inspections, Featured Site Cleanup	10-11
Useful Facts & Information	12

Watershed Protection Targets Prevention, the 'Bottom-Up' Approach

➡ Nutrient reduction: a primary focus to manage primary production (e.g., the growth of cyanobacteria)

2. Clean water planning and implementation of recommended projects and programs





Owasco Lake 9 Element Watershed Plan (9E Plan) for Phosphorus Reduction

Used the Soil and Water Assessment Tool (SWAT) hydrologic model, five sub-watersheds were evaluated for their lake impacts and recommendations.

SEPTEMBER 2022

OWASCO LAKE WATERSHED NINE ELEMENT PLAN FOR PHOSPHORUS REDUCTION

PREPARED FOR CAYUGA COUNTY DEPARTMENT OF PLANNING
AND ECONOMIC DEVELOPMENT



Estimated Total Phosphorus Load by Land Use

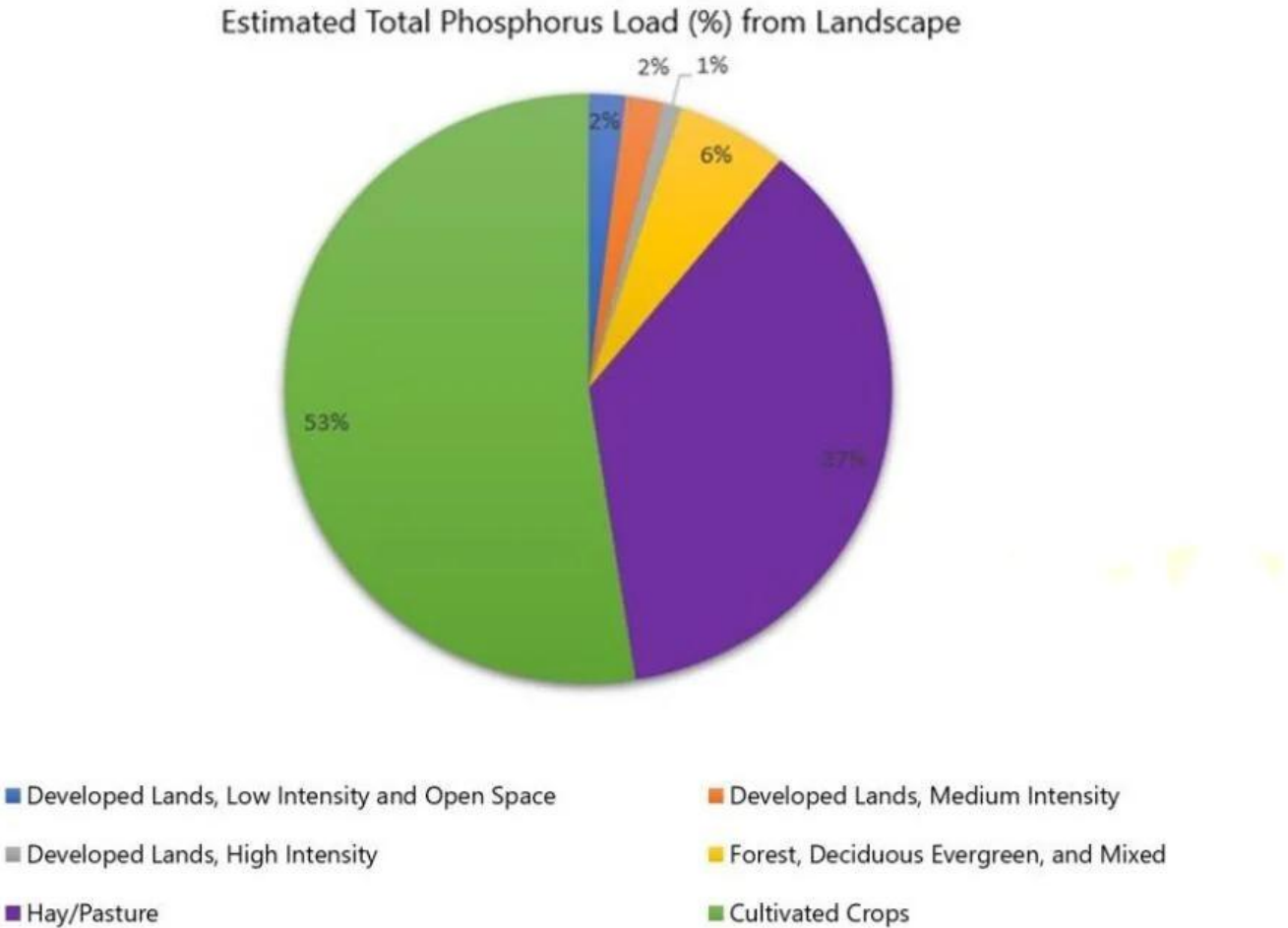
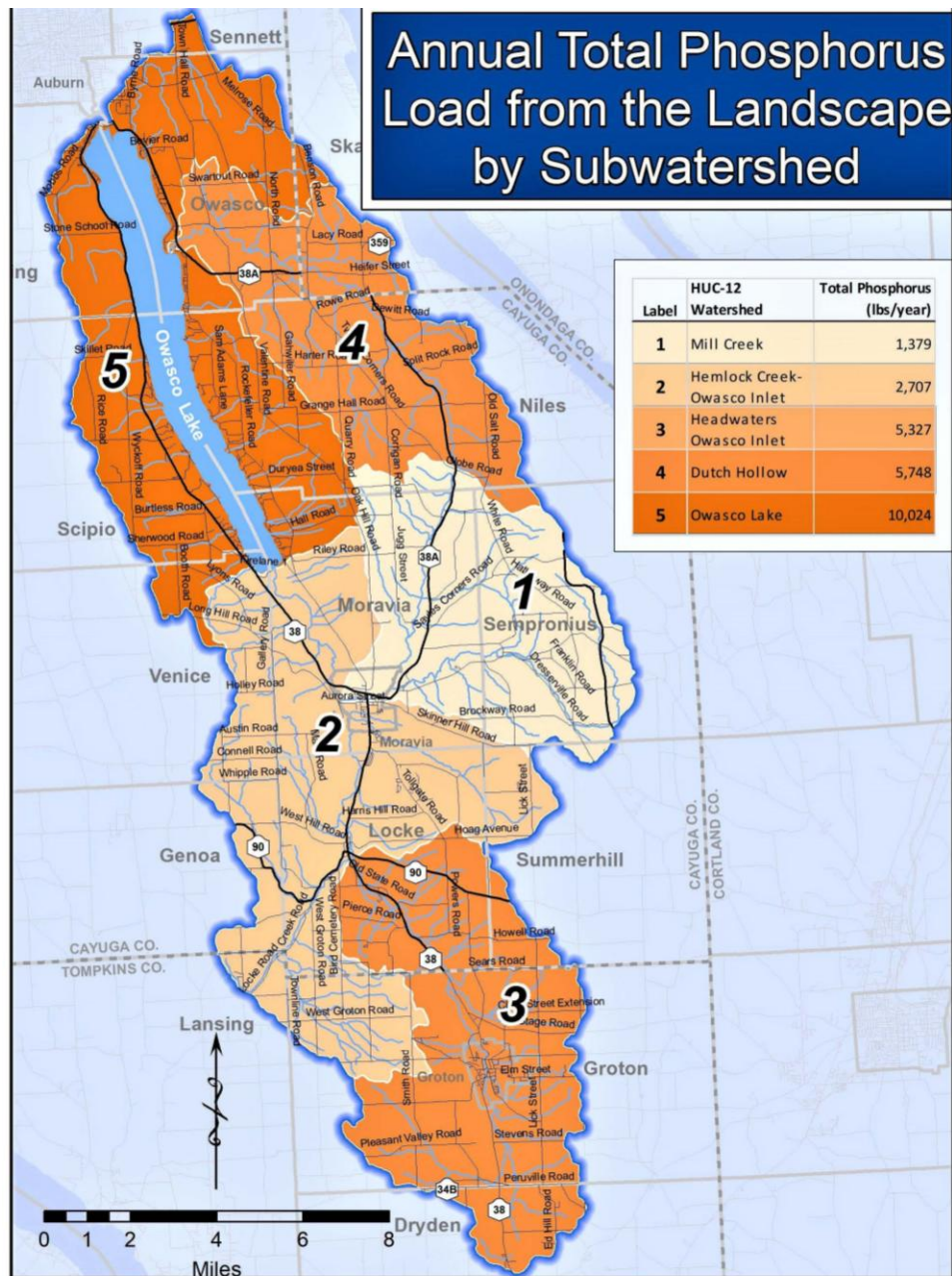


Figure 8: Nonpoint Source Sector Loads (Percentages) to Owasco Lake, SWAT Model Projections

Based on the gE Plan’s SWAT, agricultural land contributes proportionally more nutrients and suspended sediments per acre than any other land use in the watershed. **The model predicted that ~ 90% of the phosphorus loads originate from the agricultural sector.**



Findings of the SWAT Model and Recommendations

The SWAT Model recommended that a ~30% reduction in phosphorus loading would result from four Best Management (remediation) Practices:

1. Adoption of nutrient management planning for all farms
2. Restrictions of manure and fertilizer application to the land
3. Expansion of winter (i.e., cover) crops
4. Streambank Stabilization

Owasco Lake Watershed Nine Element Plan Project Coordination Committee

A recommended practice in the 9E Plan is supporting the OLWMC's central role in lake and watershed management. On November 15, 2022 the OLWMC Board of Directors approved of the creation of the 9E Plan Project Coordination Committee that prioritizes, coordinates and facilitates projects and programs implementation based on the recommendations of the 9E Plan.



Partnerships and Collaboration

- Owasco Lake Watershed Management Council
- City of Auburn and Town of Owasco
- Cayuga County, Tompkins County and Onondaga County Soil and Water Conservation Districts (SWCD)
- Cayuga County Environmental Health Division
- Cayuga County Department of Planning and Economic Development
- Cornell Cooperative Extension of Cayuga County
- New York State Departments of Health, Ag and Markets and Environmental Conservation
- New York State Department of Environmental Conservation Finger Lakes Watershed Program
- Central New York Regional Planning and Development Board
- Owasco Watershed Lake Association (OWLA)
- The Nature Conservancy
- Finger Lakes Land Trust
- Ducks Unlimited
- Partners for Healthy Watersheds
- Finger Lakes—Lake Ontario Watershed Protection Alliance (FOLLOWPA)
- Finger Lakes Institute/Finger Lakes Partnership for Regional Invasive Species Management (FLI/FLPRISM)
- SUNY Environmental Science and Forestry

2022-2025

Cayuga County received a New York State Department of State grant to implement a high-priority recommendation from the [2010 Oswego Lake Watershed Assessment and Waterfront Restoration Plan](#), which was to incorporate the EPA's Nine Key Elements into the Plan. This project was led by the Cayuga County Department of Planning and Economic Development and the consultant on the project was Ecolab, LLC.

A recommended practice in the SE Plan was supporting the Owasco Lake Watershed Management Council's (OLWMC) central role in lake and watershed management. On November 23, 2022 the OLWMC Board of Directors approved the creation of the SE Plan Project Coordination Committee that prioritizes, coordinates, and facilitates project and programming implementation based on the recommendations of the SE Plan. This document is an overview of the various programs and projects that have been implemented since the adoption of the SE Plan.



Please contact Michele Wunderlich at mwunderlich@cayugacounty.gov with any questions.

Streambank Stabilization

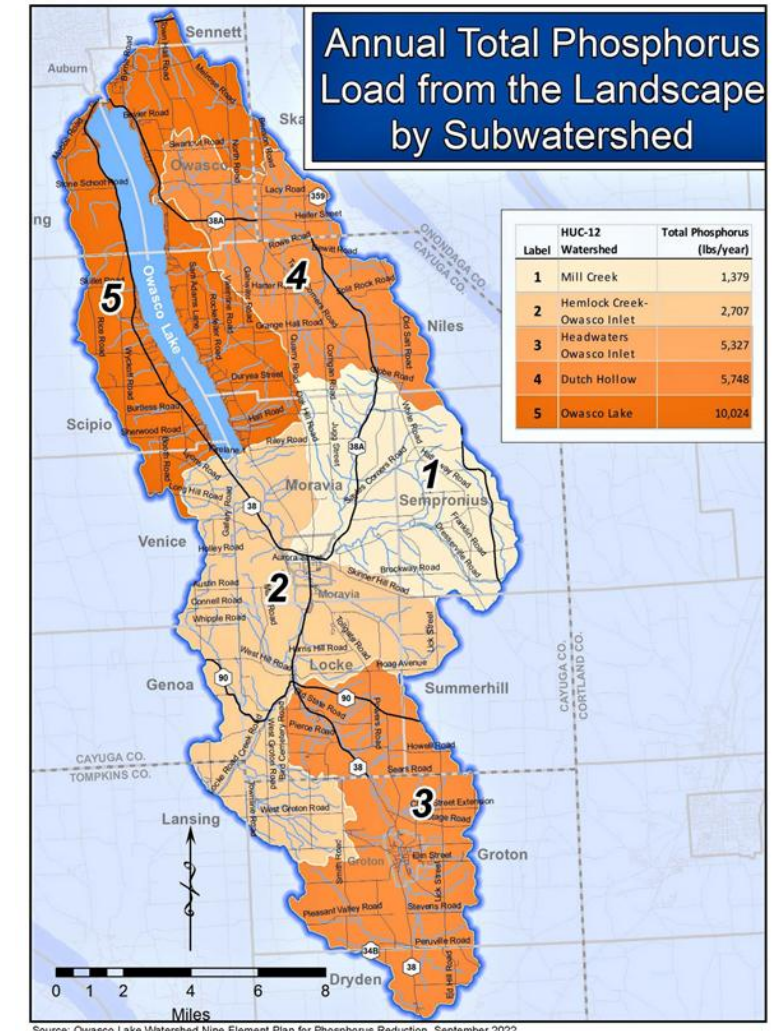
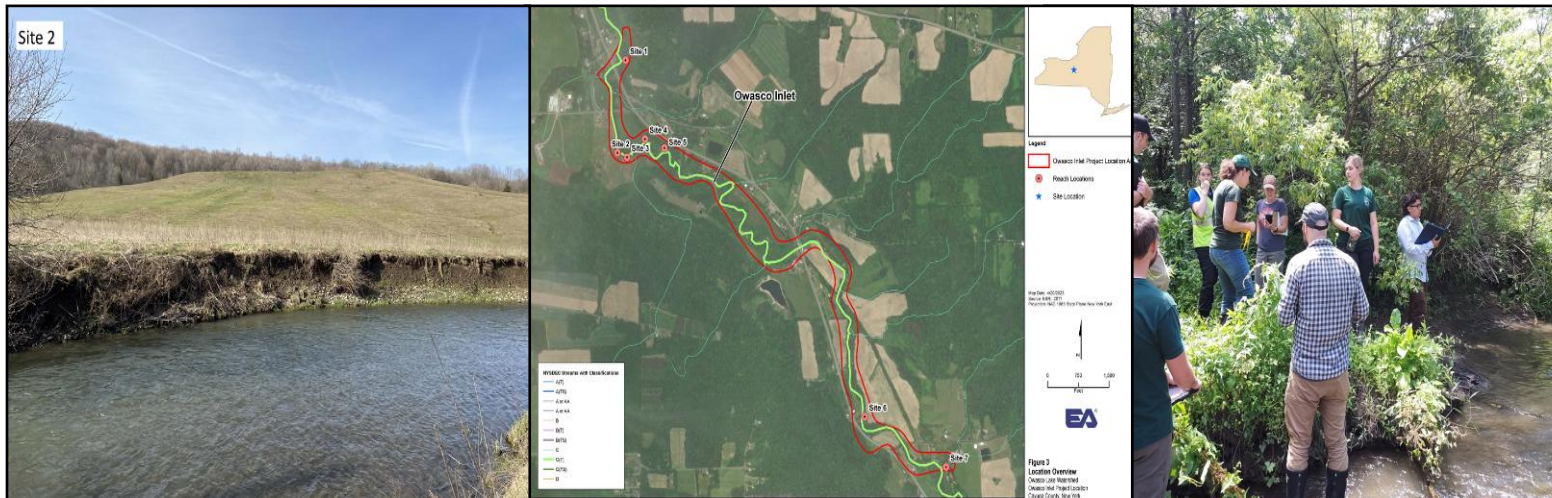
2023 Streambank Stabilization Project Proposal



The 2023 Sustain Our Great Lakes (SOGL) program funded \$457,839.92 for the OLWMC's *Owasco Lake Watershed Critical Streams Restoration Project*.

Streambank Stabilization

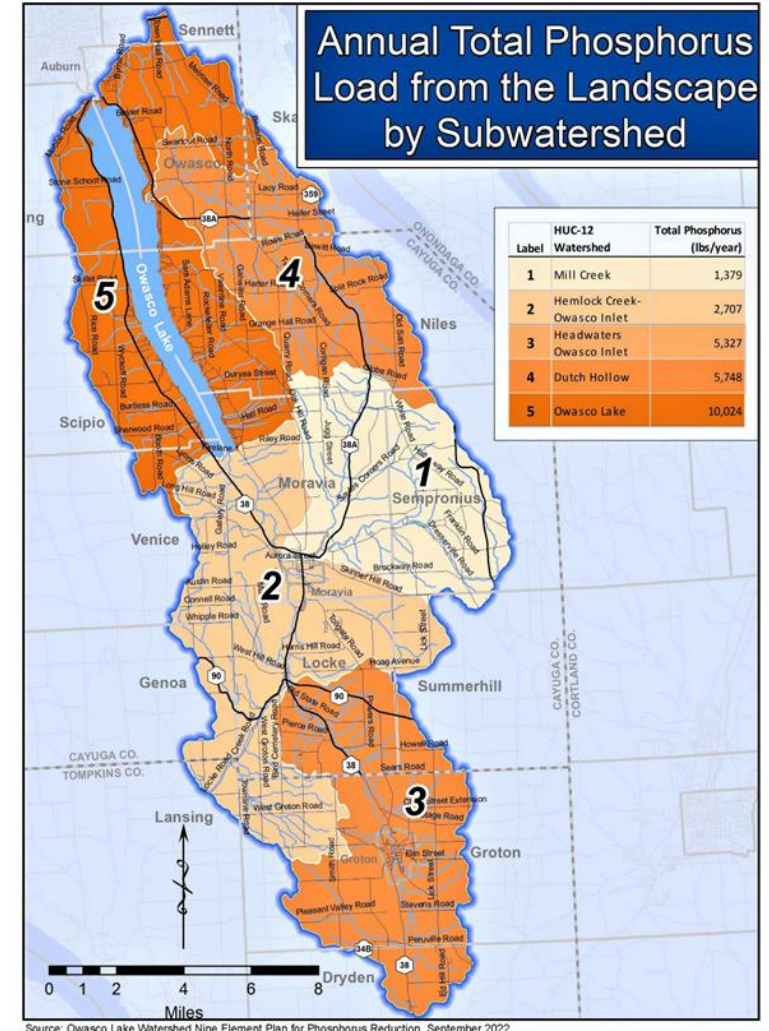
- This project targets Owasco Inlet streambank stabilization sites between Booth Hill Road and Cat Path Road in the Town of Locke. Landowners who reside along the targeted reaches have expressed concern about severe streambank erosion in those areas.
- 2026 implementation planned





Stream Corridor Assessments

- In the summer 2023, 9E Committee grant proposals were submitted in response to NYS grant program solicitations. The following was granted:
 - Funding to the City of Auburn for a non-point non-agricultural planning grant for stream corridor assessments
 - \$75,000 was awarded
 - In 2025, assessments of Sucker and Veness Brooks within the prioritized Owasco Lake HUC 12 subwatershed were made.



Land Preservation and Ecosystem Services

Venice Nature Preserve: The Nature Conservancy protected 72 acres of forested wetlands in Venice in 2024. It was transferred to the OLWMC in 2025. The newly protected land is home to a diverse forest. Extensive wetlands on the property function as a natural filter, mitigating runoff from neighboring properties before discharging to Owasco Lake.



Tributary Adoption and Identification Project



Cayuga County
NEW YORK

9E Plan Implementation: Tracking Progress

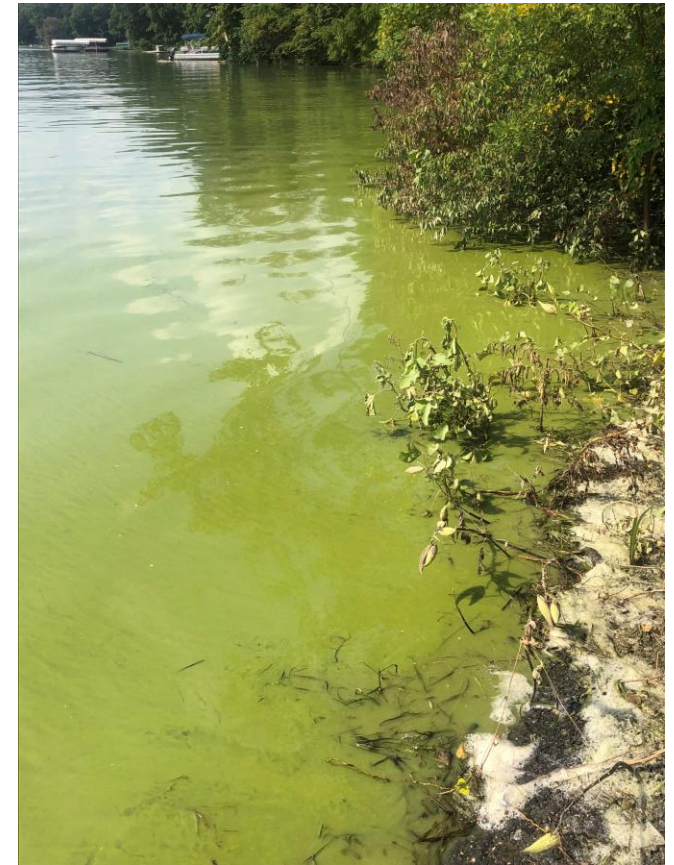
Both quantitative and qualitative metrics will be used to track implementation of the recommended actions of the Owasco Lake 9E Plan, and the extent to which Owasco Lake supports its best uses for water supply, aquatic habitat, salmonid fishery, and contact recreation.

The **primary metric** draws upon the annual monitoring reports for Owasco Lake from the Citizen's Statewide Lake Assessment Program (CSLAP). Chlorophyll-a is considered a 'response variable' by NYSDEC, and a summer average chlorophyll-a concentration at or below 4 µg/L (as documented through CSLAP) is considered evidence of successful implementation of the 9E Plan.

Secondary metrics include:

Updating the SWAT with best management practices (BMPs) implemented and percent increases of BMPs advanced within the watershed. *

***Utilizing the extent of BMPs implemented as a measure of water quality improvement is deterministic and can only explain 9E Plan performance with respect to model recommendations. BMP metrics cannot replace direct lake and watershed monitoring.**



Lake and Tributary Monitoring Activities

OWLA Owasco Lake Tributary Monitoring: funded by NYS Finger Lakes Lake Ontario Watershed Protection Alliance (FOLLOWPA) and Cayuga County. Volunteers from OWLA, with support from OLWMC staff, conduct sampling and deliver samples to Upstate Freshwater Institute Inc., which is a certified lab.

- SUNY ESF collaborates to collect tributary flow data and analyze and interpret project data

Citizens Statewide Lake Assessment Program (CSLAP): spearheaded by OWLA volunteers at one Owasco Lake site/yr. This is partially funded by FOLLOWPA.

NYSDEC Monitoring: NYSDEC's lake, tributary and HABs monitoring data are available online.



Cayuga County
NEW YORK



Robotic Lake Monitoring Activities

Owasco Lake Buoy: The Finger Lakes Institute at Hobart and William Smith Colleges deploys and operates a robotic water quality monitoring buoy on Owasco Lake. The data from the buoy, as well as other water quality data from Owasco Lake, are digitized for public access at <https://flihws.shinyapps.io/Owasco2509/>.

The buoy is funded by Cayuga County and the data portal is funded by Cayuga County FLOWPA grant funds.



Image credit: Trevor Ma



Cayuga County
NEW YORK



HOBART AND WILLIAM SMITH
COLLEGES

CSLAP Data from 2017-2024



Year	Summer Average Chlorophyll a (µg/L)	Summer Average Total Phosphorus (µg/L)
2017	5.4	13.5
2018	3.4	8.0
2019	5.1	6.5
2020	4.3	8.6
2021	4.2	10.6
2022	3.2	7.4
2023	3.8	7.4
2024	3.2	8.3



Enjoy a hike on us!

The Nature Conservancy (TNC) transferred the 161-acre property **Fillmore Nature Preserve** property in the Town of Sempronius to the Owasco Lake Watershed Management Council (OLWMC) in 2023. The land includes diverse forests, approximately 40 acres of freshwater wetlands and hiking trails open to the public.

Thank You.

GIVE INVASIVE SPECIES THE BRUSH OFF

Shoes can carry invasive species. Please brush them off before entering and leaving this area.

What's The Problem?

Non-native wildlife and plants can harm native plants and animals. Invasive species can spread to new areas, taking space and resources away from native species.

Wild birds often travel hundreds of miles to find new places to live. They can bring seeds and plants with them, which can harm native plants and animals. Invasive species can also harm native plants and animals by competing for space and resources.

Wild birds often travel hundreds of miles to find new places to live. They can bring seeds and plants with them, which can harm native plants and animals. Invasive species can also harm native plants and animals by competing for space and resources.

STOP INVASIVE SPECIES IN YOUR TRACKS

Be Clean
Be Green
Be Safe

Clean Your Gear Before Entering And Before Leaving This Site

Be Clean
Be Green
Be Safe

Be Clean
Be Green
Be Safe

Be Clean
Be Green
Be Safe

Be Clean
Be Green
Be Safe

Be Clean
Be Green
Be Safe

Be Clean
Be Green
Be Safe

Be Clean
Be Green
Be Safe

Other Invasives On The Move...

Black and white mice are common in the area. They can spread seeds and plants to new areas.

Black and white mice are common in the area. They can spread seeds and plants to new areas.

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Black and White Mice (Peromyscus)

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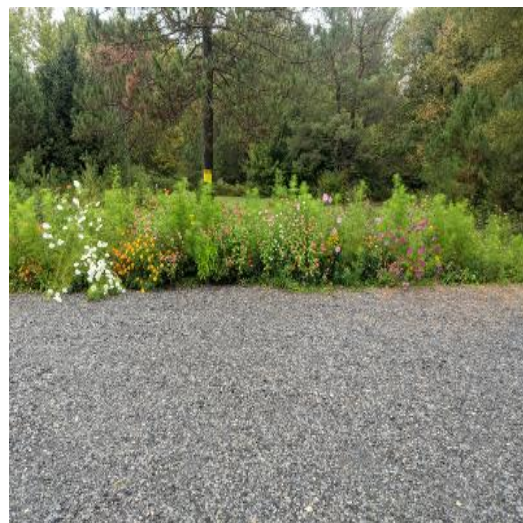
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THE WETLAND ECOSYSTEM

SITE CONTEXT



WETLANDS AND WATERSHEDS
??????????????

A wetland is an area where water covers the soil, or is present either at or near the surface of the soil all year or for varying periods of time during the year.

A watershed is an area of land that drains water into a common outlet. Watersheds are characterized by surface waters and include lakes, streams, reservoirs, and wetlands.

THE FLORA OF FILLMORE

Below are some of the plants and flowers that are present around the trail. Try to identify as many as you can!

		
Goldenrod	Yellow Daffodil	Moss
		
Tufted Loosestrife	Sensitive Fern	Blue Periwinkle
		
Cattail	Marsh Marigold	Algae

POLLINATOR WILDFLOWER GARDEN

 Increases Pollination Services
  Increases Native Biodiversity

 Biological Control of "Pest" Insects
  Beautifies Spaces

 Provides Community Engagement and Learning Opportunities

THANK YOU to OWLA for their efforts in providing this garden.



CONSERVATION

Ecosystem Services are benefits that wildlife and ecosystems provide to people. Land preserves, including the Fillmore Nature Preserve, protect Ecosystem Services! Conserving land is key to a healthy future with clean drinking water, fresh air, and places to appreciate nature.



A study by The Nature Conservancy ranked the property within the top 10 parcels in the Owasco Lake watershed with the greatest impact on water quality. The land includes diverse forests and approximately 40 acres of freshwater wetlands.

Biodiversity is a measure of the number of different plant and animal species in a given area. Biodiversity plays an important role in the number of ecosystem services that support human life, including pest control, pollination, and carbon sequestration.

YUCK! POLLUTANTS!

Pollutants Found in Watersheds are largely carried to receiving water bodies by stormwater runoff.

- Excessive Nutrients (e.g., phosphorus and nitrogen)
- Sediment
- Other Pollutants such as oils, grease, gas, and pesticides

Land conservation efforts reduce stormwater runoff by preventing development activities as well as employing infiltration, retention, and plant uptake processes.



COUNCIL MEMORANDUM

**Memorial City Hall
24 South St.
Auburn, NY 13021**

TO: Honorable Mayor and Members of City Council
FROM: Stephen Selvek, Director of Planning and Economic Development
DATE: August 6, 2026
RE: Council Resolution #93 of 2026 Establishing a temporary twelve (12) month moratorium on the development or construction of Data Storage Facilities within the City of Auburn

Background:

The City's 2010 Comprehensive Plan and 2018 zoning code update did not anticipate the emergence or potential impacts of Data Storage Facilities. If developed under current rules, these facilities could negatively affect Auburn's infrastructure, environment, public safety, and community character.

To safeguard the City's long-term interests, we recommend enacting a temporary pause on new facilities while we draft a modern Smart Growth Comprehensive Plan. The attached resolution proposes a twelve (12) month moratorium on the approval and construction of Data Storage Facilities. This temporary pause provides necessary time to evaluate environmental, economic, and zoning concerns, allowing us to implement updated code provisions that effectively regulate this industry.

Staff Recommendation:

Fiscal Implications:

None

COUNCIL RESOLUTION #93 OF 2026

**ESTABLISHING A TEMPORARY TWELVE (12) MONTH MORATORIUM ON THE
DEVELOPMENT OR CONSTRUCTION OF DATA STORAGE FACILITIES WITHIN
THE CITY OF AUBURN**

By _____

August 6, 2026

WHEREAS, the Auburn City Council finds that it is in the best interest of the City of Auburn to enact a moratorium on any new Data Storage Facilities, which consist of buildings containing numerous servers that have high demand for energy, cooling, and water, and can result in disturbing noise generation; and

WHEREAS, the Auburn City Council recognizes the potential impact of Data Storage Facilities on the City's infrastructure, environment, public health and safety, and community character; and

WHEREAS, the City is committed to ensuring the health, safety, and welfare of its residents, and to the proper regulation of land uses within the City of Auburn; and

WHEREAS, the City is developing a new Smart Growth Comprehensive Plan to guide future land use development decisions; and

WHEREAS, the Auburn City Council has determined that it is prudent to temporarily pause the consideration of Data Storage Facilities within the City, and that such a pause will provide sufficient time to study and address concerns regarding zoning, environmental impacts, public safety, and the economic implications resulting from these facilities, as well as to develop corresponding code and comprehensive plan provisions.

NOW, THEREFORE, BE IT RESOLVED that the Auburn City Council does hereby impose a twelve (12) month moratorium on the approval or construction of Data Storage Facilities within the City of Auburn, in order to provide the City an opportunity to complete the Comprehensive Plan and amend, as appropriate, the City Code so that it can reasonably regulate the development of data centers, and

BE IT FURTHER RESOLVED that, for the duration of said moratorium, no applications for Data Storage Facilities shall be accepted or processed by any board or entity with appropriate authority in the City, including the City Council, Planning Board, and Zoning Board of Appeals.

Seconded by _____

	Ayes	Noes	Excused
Councilor Diego			
Councilor Overstreet-Wilson			
Councilor Cuddy			
Councilor Calarco			
Mayor Giannettino			
Carried and Adopted			



COUNCIL MEMORANDUM

**Memorial City Hall
24 South St.
Auburn, NY 13021**

TO: Honorable Mayor and Members of City Council
FROM: Christina Selvek, Director of Capital Projects and Grants
DATE: August 6, 2026
RE: Grant Resolution #94 of 2026 Authorizing a 2026 Consolidated Funding Application (CFA) for the NYSERDA Building Cleaner Communities Competition

Background:

The New York State Energy Research and Development Authority (NYSERDA) has been allocated \$25 million in state funding to administer the 2026 Building Cleaner Communities Competition (BCCC) with the goal of supporting regionally significant, all electric, carbon-neutral and resilient projects. The City of Auburn, as a municipal entity, is eligible to apply to this funding program.

The City of Auburn authorized Bond Ordinance #2 of 2026 in the amount of \$2.75 million towards a deep retrofit and modernization of the geothermal HVAC and domestic hot water systems that supply City Hall and the Police & Ambulance Headquarters buildings at 24 South Street, 46 North Street and 23 Market Street respectfully. This year the BCCC program is accepting municipal building applications that involve geothermal HVAC projects. Based on the City's FY2026-2030 CIP, the upgrades to the HVAC at these structures are phase one of a larger building energy improvement project.

City staff recognizes the need to continue investing in these municipal buildings so that they can be in good condition for a future Centennial celebration in 2030. Future energy upgrades that are needed and outlined in the capital plan include upgrades to the City Hall windows and energy efficient lighting to help reduce operating costs.

Staff Recommendation:

City Council authorizes the resolution to allow staff to submit a grant application to the NYSERDA BCCC program for HVAC upgrades to City municipal buildings.

Fiscal Implications:

The City is eligible for NYSERDA BCCC grant funds in the amount of 35% of the total project costs. The geothermal HVAC project total is estimated at \$2.75 Million and would be eligible for up to \$962,500 in grant assistance under this program. Funding applications are due August 14th, 2026.

GRANT RESOLUTION #94 OF 2026

AUTHORIZING A 2026 CONSOLIDATED FUNDING APPLICATION (CFA) TO THE NYSERDA BUILDING CLEANER COMMUNITIES COMPETITION FOR THE AUBURN CENTENNIAL BUILDING PROJECT

By Councilor _____

August 6, 2026

WHEREAS, the City of Auburn has three (3) historic buildings located at 24 South Street, 46 North Street, and 23 Market Street that utilize geothermal HVAC and domestic hot water systems which have reached the end of their useful life and require modernization as part of a broader project strategy that contributes to reducing municipal building energy consumption and supporting the City's efforts for carbon-neutral facilities; and

WHEREAS, these municipal buildings are located within the City's Downtown Revitalization Initiative (DRI) district and serve the entire City of Auburn which is considered in part a NYS DEC Potential Environmental Justice area and a disadvantaged community (DAC); and

WHEREAS, the 2026 New York State Consolidated Funding Application (CFA) has released request for proposals for the NYSERDA Building Cleaner Communities Competition Projects for which municipalities are eligible to apply; and

WHEREAS, the Auburn Centennial Building Project would consist of two (2) Phases, with Phase One focusing on the deep retrofit of the geothermal HVAC and domestic hot water system which has an anticipated cost of \$2,750,000; and

WHEREAS, to retrofit and upgrade these HVAC building systems the City of Auburn is requesting \$962,500 in funding assistance from NYSERDA which is 35% of the City's total project cost of \$2,750,000 as authorized in Bond Ordinance #2 of 2026; and

WHEREAS, the City would seek additional NYSERDA grant funds to aid in completing future energy improvements at City Hall including building envelop and lighting upgrades to aid in reducing future long-term energy costs; and

WHEREAS, the City of Auburn does not currently have the funding to pay for 100% of phase one of the Auburn Centennial Building Project and it is necessary to obtain New York State funding assistance for the project development and implementation.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Auburn, New York:

1. That the Director of Capital Projects, or appointed designee, is authorized to submit an application for funding under the 2026 CFA to the NYSERDA Building Cleaner Communities Competition; and

2. That upon grant award, the Mayor, or appointed designee, is authorized to execute the grant assistance contract, submit project documentation, and otherwise act for the Municipality's governing body in all matters related to the project and state assistance; and
3. That the City Comptroller is authorized to recognize grant revenue and to appropriate the funds into the designated capital account.
4. That this resolution shall take effect immediately upon its adoption.

Seconded by Councilor _____

	Ayes	Noes	Excused
Councilor Diego			
Councilor Overstreet-Wilson			
Councilor Cuddy			
Councilor Calarco			
Mayor Giannettino			
Carried and Adopted			