

**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 27, 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**
 - 5.A. National Park Week
 - 5.B. Mayor Giannettino presentations to Tim Locastro and Kevin Polcovich
 - 5.C. AFD Pinning Ceremony — Mark Fritz, Fire Chief
- 6. Public to be Heard**
- 7. Approval of Meeting Minutes**
 - 7.A. City Council Meeting Minutes August 6, 2026

8. City Manager's Report

9. Reports from Members of Council

10. SEQR Resolutions

11. Ordinances

12. Local Law

13. Resolutions

13.A. Land Sale Resolution #99 of 2026 Auburn Housing Authority Vacant Lot Transfer for Move In NY

13.B. Award Resolution #100 of 2026 Authorizing an Agreement for Biosolids Hauling and Disposal Services

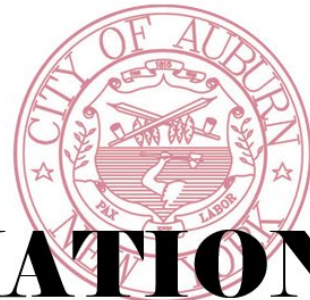
14. Tabled Items

15. Staff/Vendor Presentations

15.A. City of Auburn Smart Growth Comprehensive Plan: Progress Update
Highland Planning

16. Other Business from the Council

17. Adjournment



City of Auburn **PROCLAMATION**

WHEREAS, the National Park Service (NPS) is dedicated to preserving and protecting our nation's natural and cultural heritage. Our national parks provide invaluable opportunities for recreation, education, and scientific study. They also offer a chance to explore and appreciate the natural and cultural treasures of our nation, and

WHEREAS, this year's National Parks Week theme of "Celebrate America's Story" to honor and coincide with the nation's 250th anniversary; and

WHEREAS, the National Park Service was created on August 25, 1916, to "preserve unimpaired the natural and cultural resources and values of the National Park System for the enjoyment, education, and inspiration of this and future generations." To celebrate, entrance fees will be waived on August 25 for the National Park Service's 110th birthday; and

WHEREAS, we in Auburn, NY, are proud to be a part of this celebration in which we are home to the Harriet Tubman National Historical Park and New York State is home to 24 National Park Service sites that in 2024 collectively welcomed over 18,700,000 visitors, and

WHEREAS, in the spirit of "Forming a More Perfect Union", the Harriet Tubman National Historical Park preserves the legacy of Harriet Tubman and educates visitors of her entire life work from being the conductor of the underground railroad, to serving as a soldier in the Civil War for the Union army, to her life lived in freedom for 54 years here in Auburn where she established a home for destitute elderly and served her community daily.

NOW THEREFORE, I, James N. Giannettino, Jr., Mayor of the City of Auburn, New York, on behalf of the City Council and the Citizens of Auburn, do hereby proclaim the week of August 22 to August 30 as

NATIONAL PARKS WEEK

in the City of Auburn, NY and we encourage our citizens and visitors to go to our local parks, learn about the importance of history and conservation, and celebrate the beauty and wonder of our national parks.



In witness whereof I have hereunto set my hand
and caused the seal of the City of Auburn to be
affixed this Twenty Seventh Day of August 2026.

James N. Giannettino, Jr., Mayor
City of Auburn, New York

Auburn City Council Meeting, August 6, 2026

**Auburn City Council
Regular Meeting
Thursday, August 6, 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 Rhoda 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:

Ceremonial Presentations –

Mayor Giannettino “Before we move to the public to be heard, we do have a special guest with us this evening that I’d like to introduce, Miss Ventris Gibson, newly hired executive director of Harriet Tubman Home Inc. Ms. Gibson is a veteran of the United States Navy, former Assistant Secretary in the Department of Veterans Affairs, and most recently the Director of the United States Mint under President Joe Biden. The City Clerk and myself had an opportunity to meet with Ms. Gibson and her assistant Sabrina and Reverend Carter this week on the future of the Tubman home and the National Park. It was a very productive meeting. I look forward to this relationship between the City of Auburn and yourself, and

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I'd like to give you an opportunity to come up and say a few words.

Ventris Gibson, Executive Director, Harriet Tubman Home, Inc. “Good evening, and thank you for the opportunity and I look forward to this assignment. We like to say carrying the light of freedom forward, as it relates to Harriet Tubman, she has been a part of my life as an idol since I was a child. So, I feel like I've come full circle from the United States Mint in making the coins relevant to Harriet Tubman. So, I look forward to the partnership, and I look forward to receiving and answering any questions you might have on our future. I'm going to be here as much as I can, and just look forward to it. I'm also a town council member from my little town of Amherst, Virginia. That's where I'm from, but looking forward to establishing just a long-term relationship with Auburn and with each of you. Thank you.”

Public to be heard: The City Clerk read the rules for Public To Be Heard. The following individuals spoke: Here are one sentence summaries for each speaker's remarks: James Udall of Osborne Street discussed that he believes the City Council should immediately raise the income limits for Auburn's Senior and Disabled Homeowner Tax Assessment Discount Program, arguing the seven year delay is harming lower income homeowners and contradicts the city's stated commitment to affordability. Walker Goodmote of Mary Street discussed supported for the proposed data center moratorium while urging the council to terminate the Flock camera contract and adopt strict privacy protections for any future automated license plate reader technology. Madison Hall of Frances St. discussed her belief that greater transparency, public oversight, and accountability is needed regarding automated license plate readers and urged the city not to expand or replace the current Flock camera program. Andy Bishop of Bradford St. discussed concerns about Auburn's drinking water quality and the city's response to his FOIL requests, and restated his call for additional water testing and accountability. Seamus Green of Grove Ave. Ext. discussed his opposition Flock cameras, arguing they enable invasive mass surveillance, and urged the council to terminate existing contracts, enact a moratorium, and involve the public in developing future regulations. Jenna Powers of Main St. in the Village of Aurora discussed legal, privacy, and civil liberties concerns surrounding Flock cameras and asked the council to address liability, data protection, and the future of the city's surveillance program. Randy Thornton of Sheridan Street discussed that the council terminate the Flock camera contract, impose a moratorium on AI surveillance technology, and establish stronger regulations to protect residents' privacy. Mrs. O’Kussick of Chapman Avenue discussed that the council should focus more attention on allegations of excessive force and misconduct within the police department than on the debate over Flock cameras. Lon Fricano of Backus Road in the Village of Cayuga discussed his request for written apologies for past comments by city officials related to the city's ambulance service decision and for statements he believed unfairly characterized future elected officials and city employees based on political affiliation. Paul Farinelli of School St. discussed that the council should terminate Auburn's Flock camera contract, citing privacy, cybersecurity, and procurement concerns while advocating for a moratorium on mass surveillance technology until appropriate regulations are adopted.

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Approval of Meeting Minutes –

- July 9, 2026 City Council meeting minutes were approved. (5-0)
- July 16, 2026 City Council meeting minutes were approved. (5-0)
- July 23, 2026 City Council meeting minutes were approved. (4-0-1) Councilor Overstreet-Wilson abstained.

Reports of City Officials:

City Manager's Report –

- Thank you, Mayor. On the city's website, there are two bid opportunities. One is for the 2026 2027 sludge hauling services, which actually was due today, and the 2026 2027 chemical bid, which is due on August 31.
- The 2026 road program has started on Lake Avenue with prepping for milling and paving, and we should see some more activity next week.
- On Monday, August 3, the city water treatment operators initiated the powder activated carbon system to treat for microcystin, which is the toxin associated with harmful algal blooms. In accordance with Department of Health testing procedures, our first lab sample was sent out today, August 6, and we are awaiting results for raw and finished water. For more information regarding laboratory testing and results associated with the harmful algal bloom treatment and monitoring program, please reach out to the Cayuga County Health Department or contact our water filtration plant at 315 253 8754. City staff will continue to follow Department of Health notification protocol and keep the public informed as the HAB season progresses.
- Thank you today to volunteers from Auburn Enlarged City School District and MacKenzie Childs, who spent their Day of Caring at Hoopes Park earlier today. They planted two flower beds and worked on splitting iris plants and planting trees. And thank you to our city staff, Renee Jensen and Seamus Rhodes, for organizing that.
- Lake Ave Bridge, as everybody knows, we have this project underway. Our total contract value is a little over 6.9 million dollars. We've made two payments to date. We are not anticipating change orders at this time, and we are currently on schedule for substantial completion in July of 2027. I'll just read through these bullets on the slide related to work completed since our last update. The existing street light poles have been removed from the bridge and restored. The existing brass plaque has been removed and is being cleaned. Silt fence and environmental protections were installed. Minor work zone traffic control modifications were made to address citizen concerns. Thank you to our contractor and engineering for working through those traffic light modifications. Bridge deck and sidewalk removal has begun on the northern end of the bridge, progressing south. Cleaning and priming of the structural steel was completed, and the contractor began tuck pointing the stonework at the base of the southern pier.

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- As we continue, we are going to be working on bridge deck and sidewalk removal, removing the abandoned gas main, continuing the tuck pointing, and beginning concrete repairs at bridge abutments.
- We have some photos to share. This is related to paint containment and cleaning and painting of the bridge. The primer is showing there in the picture on the right side. I love this name, "Slab Grabber." A bucket was mounted to the excavator to be used to remove the bridge deck. If anybody's driven by there, you can see our progress, which is even more so than these photos are showing. Some more photos on the deck removal on our last slide here. So, we're pleased with the progress so far, and thank you to our contractors and our staff for continuing to move this project forward. Any questions from the Council before I move on? (see attachment for photos)
- Thank you. A couple other things. We mentioned last month that we were going to be implementing our parking changes the first week of August, and we were working through that. You may have noticed that we've had our staff out there removing meters and nonworking kiosks. The center part of downtown on Genesee Street between William and Dill Streets and North and South Streets will still have kiosks on the street. The parking garage will still have kiosks, and the Dill Street parking lot will still have a kiosk. The Department of Public Works has been installing 100 new signs with the Pango information throughout the area. An update email I saw said that they only have 26 more to go, so they are making great progress. Pango is our parking application. However, if people do not want to download and use the app, there are two non-app alternatives to pay: a text to pay and a call to pay, which are noted on the signs. Updated Pango information is on the city's website, and we're also working with the Downtown BID to educate business owners on these changes.
- The 2026 2027 budget process debrief is scheduled for the August 13 City Council meeting. I'm also planning on sharing some department specific budget impacts as part of that discussion. I'm looking forward to feedback from the Council on things that were good, things that we need to change in the process, and new things that you'd like to see.
- I'm going to send around a couple photos as I talk about this next item. The Cayuga County Soil and Water Conservation District sent us a proposal for Hoopes Park to restore the stream bank in Hoopes Park and replace the main bridge closest to the pond through Eastern Finger Lakes Coalition dollars. Eighty seven and a half percent of this project would be funded by the state, and the twelve and a half percent local match could be achieved through in kind services. The next step would be a commitment from the City Council to move forward with this project, and staff will bring a resolution forward later this month for your consideration.
- From the Police Department, National Night Out is an annual community building campaign that promotes police and community partnerships and neighborhood camaraderie. The Auburn Police Department organized our local National Night Out, which was held this past Tuesday evening at Hoopes Park. The night was a success, with estimates of approximately 1,000 people in attendance.

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Reports from Members of Council:

Councilor Cuddy “Yes. Thank you, Mayor. Last week, Cayuga Onondaga BOCES hosted the Career Connections Camp, one of which was highlighted and funded by the city and the USDA. It was a great success. Students traveled within and outside the city to learn about the environment and the watershed, and it was very, very enlightening and engaging for the campers, both for the students and for the instructors. So, I just want to thank the city for that.”

Councilor Diego “Thank you, Mayor. I just had about a two and a half hour meeting with the County Legislative Chairman, Mr. Anna, yesterday. Surprisingly, it's a completely different way they run the county than the way we run the city. But that's also something we can talk about after. You know, some of the things that we spoke about were some consolidation of services and other things, but definitely two completely different entities. I appreciate him taking the time to meet with me. Thank you.”

Mayor Giannettino “As I mentioned Monday, the City Clerk and I met with Miss Gibson. It was a very productive meeting. I'm glad that she was able to stop in this evening. Monday evening, I attended the grand reopening of the Refinery Restaurant at the Hilton Garden Inn. I want to acknowledge the Hilton and Pioneer companies for that continued investment into that property. Tuesday, Councilor Diego and myself attended National Night Out. I want to thank the Chief for his good work there, along with his department. And today was the final day of Summer Rec for 2026. I stepped down to Falcon Park. It was a fantastic turnout. I'd say there were between 200 and 300 kids down there. Some of the sponsors stopped down. I want to acknowledge them again for their generosity and helping that program be a success, and obviously recognize Meg Gremly, Brian Rhodes, and their team for pulling this thing off again this year. Actually, on the way out, one of the kids stopped Mrs. Gremly and said, "Thank you for making my summer great." So that's, that's worth it.”

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 #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 Councilor Cuddy

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 Councilor Calarco

Agreement Resolution 93 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 Grant Resolution #93 of 2026 begins at the 46:28 minute mark of the meeting video posted on the city website.

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 Calarco

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.

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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 Diego

Agreement Resolution 94 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 Grant Resolution #94 of 2026 begins at the 55:43 minute mark of the meeting video posted on the city website.

E. Staff or Vendor Presentations – none

OTHER BUSINESS –

I edited the transcript for spelling, grammar, punctuation, capitalization, and readability while preserving the full substance and length of the speakers' remarks. I also avoided hyphens as requested.

Councilor Cuddy “Yes, Mayor. Thank you. As you all know, since March, many members of the public have been coming to Council meetings expressing their concern about Flock and other ALPRs. I know next week we have a work session. I would like to put forth, while working with the Corporation Counsel, City Manager, and Chief Androsko, a draft resolution to discuss, so we can discuss this issue publicly. I do believe that many of the concerns that have been brought up are valid, and I do feel we need to act on this. And if we do continue to use these technologies, along with a resolution, there needs to be a local law to protect private data so that there is a guard against overreach in getting our private

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information and our civil rights. So, does that seem like something that this Council would be willing to bring to discussion that week? Thank you, Mayor.”

Councilor Diego “Yeah, I definitely have no issue discussing it at all. I'd like to add to something that you said also, Councilor Cuddy. If we're going to discuss it, and obviously this is a huge problem, we should be looking for a replacement, you know, also at the same time. If Flock is not where it's at, which we're pretty close to knowing, that's exactly what's not going to happen. Yes, we should be looking for an alternative to replace them. And we're also waiting to hear back, aren't we, I believe, from other municipalities on, you know, the funding? Are we going to be not allowed to get those grants anymore if we use the money, stuff like that? But as long as there's a replacement, 100 percent.”

Councilor Cuddy “So, and I just want to say that I've been, I mean, I think we've all been receiving emails from members of the public. There's one specifically that did provide alternatives that don't seem to be the ones that have the same kind of capabilities as the ones of concern that have been mentioned. So I'll be glad to make that public as well, to discuss those, just so that, you know, even though we may vote on this at some point, there are alternatives that can be in place that the public will be happy with. It's not like there's only three companies that provide these services. I think the big concern is the AI element and the invasion of privacy, and I think we can thread that needle to make sure that the police have what they need, you know, and the public feels as though their rights aren't being infringed upon.”

Councilor Overstreet Wilson “I was just going to bring up, yes, I agree, during the work session, that we should be discussing other alternatives to collecting data. But I also want to say, I think we've been talking about this not just since March, just in the sense that Flock isn't a good product, but I feel like we've been dragging it on because I've said many times, unplug it. Clearly, you can't unplug Flock, but if it wasn't done lawfully and it didn't come to the Council, and I know that there are money issues that should be addressed, but ultimately, we may lose the money anyway. At the end of the day, these Flock cameras are placed in parts of the city that, one, we didn't get a chance to have a discussion about why they were placed there. What was the data that was used? Were they going to be recording all day long? Were there specific days that they were going to be recorded? We also don't know how they have helped catch criminals. And so, the alternative that we should be discussing when we are discussing this session: Where will they be placed? Who decides, necessarily? What are the factors that will be a part of the decision on where they're placed? What are the actual crime statistics during what times of the day, what days of the week, and putting into the local law how long that data will be stored? Who will have access to it? Is it live review? Is it review after the fact? But I do, I want to full circle this back. We have been talking about Flock, not just since March. It is nauseating how much we have talked about Flock. And again, I know we can't unplug it, but I wish we could because if it wasn't done lawfully, there needs to be, it's done now, we will discuss what the alternative is because I still don't trust the process. So I want to say that out loud. I don't know why they are placed where they are. I don't know what necessarily happens to the information that is recorded. I don't know who they are recording. I don't even know what, and no one does unless it was told specifically to the City Manager or the Mayor, why are we targeting such parts of the community? And when you are told because people are calling you or because there are shootings and whatnot, if we're going to talk about shootings, we're going to talk about how they happen, where they happen, because the places in which Flock has been established aren't the

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places where all the shootings are happening. So there are talking points that are being misrepresented to the community as the folks that are in support of Flock, as they are presenting this information to us. That was my first point. The second point that I want to bring up is, and this can be a discussion or this is just me making a point. For several years, even when I was not, clearly, on Council and I worked at a local community center, there was tons of work being done behind building relationships with our young folks and our Police Department. And I commend the amount of grants that have been received to make sure that those relationships can happen. And I think what was behind that belief was, if we can get young kids to build a relationship with the police officers, they'll have that established moving forward. But I want to say, in light of there being six active lawsuits, seven police officers, a few of them with more than one excessive force charge, if our Police Department has a ceiling of being able to only deal with young kids in this community, we are in trouble. We have spent money. This community has spent money on a specific training that happened like two years ago. We haven't picked it back up. And if these lawsuits and these seven officers are an indication of a failure of leadership, that should be, it should be loud to everyone. I'm not saying that, and let me be clear. Let me say that again. I'm not saying that the folks that we have hired to be police officers are not good people, because I don't believe that people are inherently bad. What I'm saying is that a loss of self control, the lack of emotional intelligence, the loss of emotional stability is a training issue and a failure of due diligence to hold people accountable. Now, anybody else with the number of people that are in trouble on paper, we'd all have lost our jobs by now. But my tax money is going to pay for a lawsuit that will be settled, probably in favor of the person that is bringing the lawsuit forward. And here we are talking about the good things that the police officers and our department are doing with young kids. But the moment they get to the middle school or beyond that, we have a chunk of people in this community that our police officers aren't prepared to deal with or how to interact with. And again, that is a failure of planning for them to not be successful. So, what I want to say is, I think that we are in a good place for two things that specifically impact our community. That is surveillance, and that is the relationship with our Police Department. We cannot, as a community, we cannot afford to not take this and create a clear path, specifically with our comprehensive plan. But that needs to be a critical conversation and a strategic thought behind that, because there will come a time when none of us that are sitting here will be here, and our legacy will be what is written after we leave. Those are two hugely important things connected next to the city budget that's going to come up again in a couple months, and we'll be talking about the money that either we have or we don't have. That's what I wanted to bring up. I was aware of the different lawsuits. I wasn't aware that it was six. That's what I have to say."

Councilor Calarco "I just would like to respond to Councilor Cuddy's request to discuss law. I think it is an important topic that we discuss on the floor and have these conversations as to what our alternatives are. Also, trying to be fiscally responsible. We came out of a terrible budget, so I don't think we could just kiss away money and be okay with it. We have to be smart about how we move forward on things. But one thing I would like to make sure that we clarify when having that discussion is the difference between the types of cameras that are being used. I think everything's getting lumped into one category, and we need to be clear on what the different things are. The ALPRs, which are the Flock cameras, are placed, in my understanding, in zones where people are coming in and out of the city, whereas other surveillance cameras are being put in place that are not Flock cameras to help in hot zones of issues. So, I just want to make sure that we make that very clear so that people understand the differences between

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these types of cameras, where the data is going, and who owns that data. So I'd like to make that clear for our public.

Councilor Overstreet Wilson “I also, I just want to respond to that. The coming in and out of the city, that might be where they're stationed, but they're collecting the same information about, yes, I understand.”

Councilor Calarco “I just want to make sure when we're discussing these things, we discuss them in the right way and as to what they actually are, where they are, and what they're being used for.”

Councilor Diego “Yeah, no, I agree 100 percent with Councilor Calarco and Councilor Overstreet Wilson. I think it's definitely, they're two different entities. One hundred percent, when we start talking Axon, which we see in Syracuse just went to, it's kind of like Flock, from what I understand. But we also have to realize that, going like Councilor Calarco said, our body cams that we wear, I believe, are Axon. We can't just decide we're going to get rid of every single thing that we're using at this point. Completely different entity. The Flock cameras that are storing and sharing data, stuff like that, I'm assuming it's different than the Axon body cameras, this and that. But yeah, there's a lot to break down in this, and obviously the police have to be involved in this as well.”

Councilor Cuddy “Yeah, I think your point is taken. We don't want to conflate body cameras with the geofence ALPR. That's, like, I think the real focus, especially with the public, from what I understand, is the ALPRs. Whether it's Flock, Axon, Motorola, there are alternatives besides those three, and those are the three that, from what I gather from the public emails and overtures to us, are the ones of concern. So, but you're right. We don't want to conflate our regular cameras, surveillance cameras, with the ALPR. The big concern is how that data is stored, used, and overlapped, integrated into a bigger, larger surveillance apparatus. That's what they're concerned about. That's what I'm concerned about. And I think we just want to make sure that we're not inadvertently adding to this, adding to that apparatus.”

Mayor Giannettino: “Do we have a request for an Executive Session?”

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:

- one matter regarding the financial history of a particular corporation, and
- two matters regarding collective negotiations, and
- one matter leading to the employment of a particular corporation.

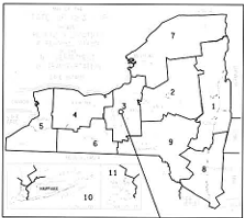
The motion to enter executive session carried 5-0. The Council entered Executive Session at 6:13 p.m.

Executive session adjourned at 6:58 p.m..

ADJOURNMENT: The meeting was adjourned by unanimous vote at 6:59 p.m..
Minutes submitted by: Chuck Mason, City Clerk

PIN 3756.93; LD040626; Project Update W/E 08-08-2026

Rehabilitation of the Lake Avenue Bridge (BIN 2207050) over the Owasco River



PROJECT LOCATION



CITY OF AUBURN
DEPARTMENT OF ENGINEERING SERVICES

REHABILITATION OF LAKE AVENUE BRIDGE OVER THE OWASCO RIVER (BIN 2207050)

NOVEMBER 2025

LD040626

THE LATEST REVISIONS OF THE STANDARD SHEETS MAINTAINED BY THE NYS DEPARTMENT OF TRANSPORTATION (NYSDOT) AND ARE CURRENT ON THE DATE OF ADVERTISEMENT FOR BIDS SHALL BE CONSIDERED TO BE IN EFFECT. ALL PAY ITEMS AND WORK CONTAINED IN THE CONTRACT AND ANY ADDITIONAL PAY ITEMS AND WORK INCURRED DURING THE COURSE OF THE CONTRACT SHALL BE SUBJECT TO THE APPLICABLE STANDARD SHEETS UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.

ALL WORK CONTAINED UNDER THIS CONTRACT IS TO BE COVERED BY AND IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS FOR CONSTRUCTION PERFORMANCE IN THE CONTRACT PROJECT THROUGHOUT AS MODIFIED BY THESE PLANS OR BY CHANGES SET FORTH IN THE CONTRACT PROJECT THROUGHOUT.

CONTRACT PLANS HAVE BEEN REVISIONED IN ACCORDANCE WITH NYSDOT POLICES AND GUIDE LINES AND THE FINAL DESIGN REPORT APPROVED ON 08/08/2026.

DESCRIPTION OF WORK
STEEL SUPERSTRUCTURE AND SUBSTRUCTURE REPAIRS
FULL DEPTH CONCRETE DECK AND APPROACH SLAB REPLACEMENT
RAILING REPLACEMENT

MAINTENANCE RESPONSIBILITY
THE CITY OF AUBURN WILL BE RESPONSIBLE FOR MAINTENANCE OF THE BRIDGE AND ROADWAY CONSTRUCTED UNDER THIS CONTRACT. UTILITY OWNERS WILL CONTINUE TO MAINTAIN THEIR RESPECTIVE UTILITY FACILITIES.

CONTRACTOR'S NAME

AWARD DATE

COMPLETION DATE

FINAL ACCEPTANCE DATE

REGIONAL DIRECTOR

ENGINEER IN CHARGE

FINAL COST TOTAL

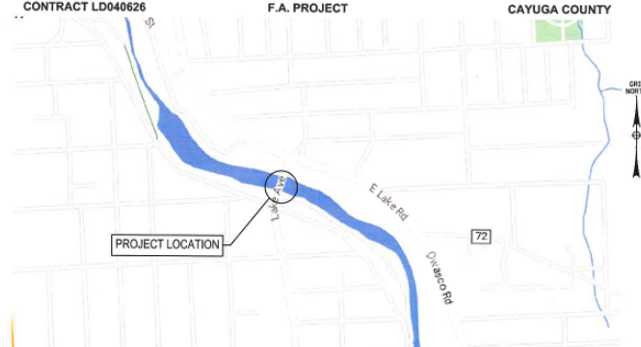
FISCAL SHARE

COST(S)

CONTRACT LD040626

F.A. PROJECT

CAYUGA COUNTY



PROJECT LOCATION

PROJECT LOCATION MAP

NOT TO SCALE



PREPARED AND RECOMMENDED BY

C&S COMPANIES

CAS Engineers, Inc.
499 Col. Edwin Collins Blvd.
Auburn, New York 13022
Phone: 315-455-2000
Fax: 315-455-9927
www.casinc.com

Jeffrey M. Reina 11/3/2025
JEFFREY M. REINA DATE
NYSE NO. 061990

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER, ADD, OR REMOVE ANY PART OF A PLAN BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND INCLUDING THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REHABILITATION OF LAKE AVENUE		
BRIDGE OVER THE OWASCO RIVER		
BIN 2207050		
CITY OF AUBURN, CAYUGA COUNTY		
FILED ROAD REG. NO.	STATE	SHEET NO.
1	N.Y.	1
CAPITAL PROJECT IDENTIFICATION NO.		3756.93
INDEX ON SHEET NO. 2		

RECOMMENDED BY

James N. Gammitt 11-14-25
JAMES N. GAMMITT, P.E.
CITY ENGINEER

APPROVED BY

James N. Gammitt 11-14-25
JAMES N. GAMMITT, JR.
MAYOR, CITY OF AUBURN

Total Contract Value

- \$6,979,135.34

Total Payments to Date

- Estimate 001: \$291,722.00
- Estimate 002: \$513,343.73

Anticipated Change Orders

- None at this time.

Contract Schedule

- Currently on schedule for substantial completion date of 7/16/27

Work Completed Since Last Update

- Existing streetlight poles removed from the bridge and stored
- Existing brass plaque has been removed and is being cleaned.
- Silt fence and environmental protections installed.
- Minor Work Zone Traffic Control modifications were made to address citizens concerns.
- Bridge deck, and sidewalk removal has begun on the northern end of the bridge, progressing south.
- The cleaning and priming of the structural steel was completed.
- The contractor began tuck pointing the stone-work at the base of the southern pier.

Upcoming Operations

- Continue with bridge deck and sidewalk removal.
- Remove NYSEG's abandoned gas main from bridge.
- Continue tuck pointing at the base of the bridge piers.
- Begin concrete repairs at the bridge abutments.



Class A paint containment system



Localized cleaning and painting of bridge,
primer coat shown.



“Slab Grabber” bucket mounted to an excavator to be used to remove the bridge deck,



Beginning deck removal



Deck Removal



Deck Removal



COUNCIL MEMORANDUM

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

TO: Honorable Mayor and Members of City Council
FROM:
DATE: August 27, 2026
RE: Land Sale Resolution #99 of 2026 Auburn Housing Authority Vacant Lot Transfer for Move In NY

Background:

On November 6, 2025, City Council approved grant resolution #126 approving a grant application from AHA Development Corporation and the City of Auburn as a co-applicant to NYS Homes and Community Renewal for funding under the Move-In NY Program. As a co-applicant, the City provided evidence of site control of eight vacant sites and expressed commitment to make these lots available for redevelopment under the Move-In NY program. The Move-In NY program will support the construction, installation, and sale of eight (8) "cross-mod" homes to qualified homebuyers. Cross-mod homes are manufactured in compliance with HUD standards. AHA Development Corporation will be entering into a contract with NYS Homes and Community Renewal for the Move-In NY program.

The eight vacant parcels to be transferred to AHA Development upon approval are:

- 71 Wall St
- 193 Perrine Av
- 15 Bradford St
- 22-24 Bradford St
- 38 Garrow St
- 6-8 Garrow St
- 107-109 Wall St
- 90 N Division St

All parcels have been reviewed by the Office of Planning & Economic Development to ensure all lots meet the zoning requirements. Parcels have also gone through an environmental review process conducted by AHA Development Corporation.

Staff Recommendation:**Fiscal Implications:**

There is no cost to the City to transfer the vacant lots to the AHA Development Corporation. All closing costs will be paid by the AHA Development Corporation. The long term fiscal impact, following the sale and construction, will be that eight single-family home properties will be added to the tax rolls.

LAND SALE RESOLUTION # 99 OF 2026

**AUTHORIZING THE TRANSFER OF EIGHT CITY-OWNED VACANT PARCELS TO
AHA DEVELOPMENT CORPORATION FOR THE MOVE-IN NY PROGRAM**

By Councilor _____

August 27, 2026

WHEREAS, on November 6, 2025, the Auburn City Council approved Grant Resolution #126, approving a grant application submitted by AHA Development Corporation (“AHADC”) and the City of Auburn (“City”) as co-applicants to New York State Homes and Community Renewal (“NYS HCR”) under the Move-In NY Program; and

WHEREAS, AHADC has advised the City that it was awarded a \$3,025,000 grant to construct affordable, prefabricated starter homes in the City of Auburn; and

WHEREAS, AHADC intends to install eight (8) homes on the following City-owned parcels:

90 North Division Street;
107–109 Wall Street;
71 Wall Street;
6–8 Garrow Street;
38 Garrow Street;
22–24 Bradford Street;
15 Bradford Street; and
193 Perrine Avenue; and

WHEREAS, the proposed transfer is intended to advance the Move-In NY Program, support the development of affordable housing, and return the completed single-family home properties to the City’s tax rolls; and

WHEREAS, the City’s Land Sale Policy recognizes that economic-development property is unique and that the transfer of such property may be negotiated by the City Manager in conjunction with the Office of Planning and Economic Development, subject to City Council approval; and

WHEREAS, the Land Sale Policy further permits the City Manager, when deemed appropriate and in the best interests of the City, to negotiate the potential transfer of City-owned land notwithstanding other provisions of the Policy, subject to City Council approval; and

WHEREAS, the Auburn City Council determines that the proposed transfer of the parcels to AHADC for the Move-In NY Program constitutes an economic-development and affordable-housing initiative and is consistent with the applicable provisions of the City’s Land Sale Policy;

NOW, THEREFORE, BE IT RESOLVED, that the Auburn City Council hereby authorizes the transfer of the eight City-owned parcels identified in this Resolution to AHA Development

Corporation for use in connection with the Move-In NY Program, subject to the terms and conditions of the applicable transfer documents and all applicable State and local requirements; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the transfer shall be for nominal consideration of One Dollar (\$1.00); and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the transfer shall be conditioned upon AHADC's use of the parcels in accordance with the Move-In NY Program; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Mayor is authorized to execute the deeds, agreements, and other documents necessary to effectuate the transfers authorized by this Resolution, subject to review and approval as to form by the Corporation Counsel.

Seconded by Councilor: _____

	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:
DATE: August 27, 2026
RE: Award Resolution #100 of 2026 Authorizing an Agreement for Biosolids Hauling and Disposal Services

Background:

The City of Auburn has utilized the services of a third party biosolids hauling and disposal service contractor for nearly 20 years. In 2019, the city entered into an agreement with New England Organics (Casella), to provide trucking and disposal services for sludge created as a by-product of the wastewater treatment process.

This agreement has worked well for the City of Auburn. Every wastewater treatment facility within New York State has seen steep increases to their operating budgets over the past 10 years due to pressures and competition for landfill space in our area. The City's proactive initiative to further reduce biosolids creation in recent years has significantly insulated Auburn residents from rate increases because of these financial pressures.

Our existing agreement between the City and Casella recently expired, and as a result, staff issued a Request for Proposals to seek out qualified disposal firms in our region to assist the City in these disposal services. On August 6 2026, the city received 3 written proposals and 1 letter declining to propose. These firms include:

- 1) Casella Organics
- 2) GottaDo Contracting, and
- 3) Sun Environmental Corporation.

Four (4) bid items were included in the request for proposal:

- 1) 20% Dry Digested Class B Biosolids
- 2) 75%+ Dry Digested and Dried Biosolids
- 3) 75%+ Dry Digested and Dried Biosolids (Removed Monthly)
- 4) Screenings and Grit Material Removal

Out of the three (3) firms that provided proposals, only Casella Organics was able to provide

pricing and assistance for all four (4) pricing items. GottaDo Contracting provided a better price for items 2 & 3 with the stipulation the material must meet Class A Biosolid standards from the NYSDEC. This is ultimately the City's goal, to produce Class A Biosolids. Over the course of the next year, staff will be working to meet these guidelines and obtain Class A Biosolid designation from the NYSDEC. Sun Environmental did not provide pricing for items 1-3, only item 4. Their cost for item 4 was greater than Casella Organics price.

This is a one-year contract, with options to extend additional years if all parties agree. The City is only locking in for 12 months, which will give staff time to obtain Class A Biosolid designation, at which point, it may make sense to re-procure our material and obtain competitive pricing again.

I am recommending City Council award the contract to Casella Organics, for the pricing stipulated in the resolution for the next 12 months. Our staff will continue to operate our dryer to our best ability to reduce the monthly costs associated with biosolids removal, meet budget expectations, and operate our wastewater treatment plant in the most efficient manner possible for our residents and rate payers.

Staff Recommendation:

Fiscal Implications:

Costs associated with this contract are budgeted in the WWTP operating budget. This will allow staff to set up a blanket PO to pay monthly for biosolids hauling and disposal services.

AWARD RESOLUTION #100 OF 2026

**AUTHORIZING AN AGREEMENT FOR BIOSOLIDS HAULING AND
DISPOSAL SERVICES**

By Councilor _____

August 27, 2026

WHEREAS, the City of Auburn Wastewater Treatment Plant process creates biosolids on a daily bases as part of its primary and secondary treatment process; and

WHEREAS, these biosolids require safe and appropriate disposal by a certified residuals management facility; and

WHEREAS, these specialized services were competitively requested through a request for proposal issued in July of 2026; and

WHEREAS, on August 6, 2026, the City of Auburn received three (3) proposals and New England Waste Services of Porsmouth, NH (Casella) was deemed the lowest qualified service provider; and

WHEREAS, an agreement between Casella and the City, which is attached hereto and incorporated herein, for hauling of biosolids and residuals from the City Wastewater Treamtmet Plant at a one-year rate of \$129.00 per ton of 20% dry digested biosolids, \$68.00 per ton of 75% dry digested and dried biosolids, and \$108 per ton plus hauling, lining, and environmental fees for grit and screenings; and

WHEREAS, the initial one year term may be extended, on an annual basis if all parties agree, by addional one year terms for up to four (4) additional years, and

WHEREAS, it is necessary for the City of Auburn City Council to authorize the Mayor to sign and and all documents associated with the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Auburn City Council does hereby approve the Biosolids Management Service Agreement between the City of Auburn and Casella which shall commence immediately following this resolution, and continue for a one-year term; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Auburn is authorized to execute any and all documents necessary to carry out this Resolution.

Seconded by: _____

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



ESTABLISHED 1975

RESIDUALS SERVICE AGREEMENT

DEFINITIONS

- Customer:** City of Auburn, New York
Memorial City Hall
24 South Street
Auburn, New York 13021
- Contractor:** New England Waste Services of ME, Inc. d/b/a Casella Organics
755 Banfield Road, Suite 201
Portsmouth, NH 03801
- Plant:** The Plant referred to in this Agreement is the Water Pollution Control Plant located at 35 Bradley Street and owned and/or operated by the Customer.
- Facility:** The Facilit(ies) referred to in this Agreement is Ontario County Landfill operated by Casella Waste Systems, Inc. parent company of Contractor or other approved Landfills or processing sites.
- Residuals:** The materials referred in this Agreement are dewatered and or dried biosolids and Grit generated at the Plant.
Class B residuals are defined as biosolids greater than 20% solids but less than 70% solids.
Class A residuals are defined as biosolids with greater than or equal to 70% solids

RECITALS

WHEREAS, Customer owns and/or operates the Plant, and, as a by-product thereof, generates approximately 5,000 wet tons per year of Residuals; and

WHEREAS, the parties desire for Contractor to provide certain services, including the collection and disposition of said Residuals ("Services") on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the undersigned parties hereby agree as follows:

1. SERVICE

- 1.1. General. Contractor will collect at the Plant and transport and dispose of Residuals at the Facility, according to a schedule as provided herein (the "Schedule").
- 1.2. Residuals Removal Schedule. The Schedule for collection of Residuals shall be prepared by Contractor. Customer will apply good faith efforts to accurately communicate to Contractor, Customer's service needs 48 hours in advance. Contractor will apply good faith efforts to meet Customer's service needs according to a Facility's ability to accept Residuals within the Schedule. Any proposed changes to the Schedule will be made by the Customer directly to the Contractor, and not to Contractor's subcontract transporter (if any). Unless otherwise mutually agreed, service is provided 7AM-3PM Monday – Friday, exclusive of holidays. Notwithstanding the foregoing, the Schedule shall not apply if Customer provides Non-Conforming Product.

Confidential Information

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*Residuals Management Service Agreement
Between New England Waste Services of Maine, Inc. and The City of Auburn, NY*

- 1.3. The Containers. Contractor will utilize 60 cubic yard capacity dump trailer and a 30 yrd roll off container ("Containers"). Contractor will always provide at least one of each Container available for loading at the Plant. Additional containers, if required, may be leased by the Customer.
- 1.4. Loading and Minimum Load. When Contractor provides transportation of the Residuals, Customer will load Contractor's Containers evenly, to the level specified by Contractor. All loads will be filled to a minimum number of tons per load (the "Minimum Load"), as follows: 60 cubic yard capacity Dump Trailers – 30 wet tons for Class B Residuals and 28 wet tons for Class A residuals; At the discretion of the Contractor, the Minimum Load quantities may be adjusted to accommodate Contractor's operating requirements or legal requirements. Customer is responsible for not exceeding the maximum legal loads as designated by the Contractor. Containers that are overfilled, and in the determination of the Contractor or Contractor's subcontract transporter would exceed the legal load limit may require that some Residuals be removed from the Container prior to being removed from the Plant.
- 1.5. Utilization Options. Contractor retains the option, but not the obligation, to use the Residuals for purposes and in a manner other than those specified above, in accordance with applicable regulations.
- 1.6. Regulatory Responsibilities and Approvals. Contractor will provide itemized reports tracking the transportation and disposal of all Residuals, and other operations information regarding Contractor's services as is required to enable Customer to prepare regulatory reports and respond to inquiries from regulatory agencies. Contractor will use reasonable business efforts to obtain permits and approvals, as required to fulfill its responsibilities pursuant to this Agreement, and service under this Agreement is contingent upon receipt and maintenance of applicable permits and approvals. Once obtained, Contractor will use reasonable business efforts to maintain such permits and approvals. Contractor will provide to Customer, upon request, copies of all permits relevant to the performance of their obligations hereunder. As the generator of the Residuals, Customer will provide Contractor, in a timely manner, with information about the production and/or waste treatment process associated with generating the Residuals, the Residuals themselves, and the Customer's operations. Customer agrees to execute permit applications and other certifications, all as may be reasonably necessary for the Residuals to be managed as contemplated herein. In the event that the Plant is not operated by the Customer during the term of this Agreement, Customer will ensure that information necessary will be provided by the operator of the Plant in a timely manner.

2. PRICE & TERMS

2.1. Base Rates.

- a. Customer will compensate Contractor at the rate of
 - i. **\$129.00** per wet ton of Class B residuals transported and disposed of at the Facility
 - ii. **\$68.00** per wet ton of Class A residuals transported and disposed of at the Facility
 - iii. **\$950.00** per month for an additional Container rental (one is included in the above rates)
 - iv. **\$429.00** per load of Grit transported to the Facility
 - v. **\$108.00** per wet ton of Grit disposed of at the Facility
- b. Demurrage. Contractors may impose demurrage charges of One Hundred Sixty-Five Dollars (\$165.00) per hour when loading and departure at the Plant exceeds forty (60) minutes.
- c. No Load. In the event Customer cancels pick-up upon Contractor's arrival or while enroute, a charge in the amount of the minimum load will be applied.
- d. All Rates herein are exclusive of taxes incurred by the Contractor to perform this Agreement. Customer is solely responsible for payment of all applicable taxes.

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*Residuals Management Service Agreement
 Between New England Waste Services of Maine, Inc. and The City of Auburn, NY*

- e. **Minimum Load.** A charge will be made for the Minimum Load at the above rates for the minimum volumes (tons or yards) in the event that Customer fails to provide the Minimum Load, as specified herein.

2.2 **Payment Terms & Credit Approval.** Contractor's payment terms are Net Twenty (20) days. Customer agrees to make payment at the office of Contractor specified on the invoice within twenty (20) days after the date of Contractor's invoice. In the event Contractor has not received payment within twenty (20) days after the date of invoice, Customer will be responsible for paying a late fee on the unpaid balance. Such late fee shall be assessed monthly, beginning on the date of invoice, at the maximum rate allowed by applicable law or 18% per year, whichever is less.

2.3 **Inflation Correction.** Contractor will increase all Rates annually on the anniversary date of the Service Start Date of this Agreement, at a rate equal to the annual percentage increase in the July Consumer Price Index, published by the United States Department of Labor for All Urban Consumers, Series ID CUSR0000SEHG, water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted.

(<https://data.bls.gov/timeseries/CUSR0000SEHG>).

2.4 **Fuel Adjustor.** Contractor may assess a fee (the "Fuel Adjustor") on a monthly basis to cover increases in Contractor's costs caused by increases in the cost of diesel fuel over a floor price of \$4.00 per gallon (the "Floor Price") based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index") or a successor index. Each month Contractor will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the "Service Month Index Price") exceeds the Floor Price. The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled "full history".

Fuel Adjustment % will be equal to **6%** for **Class B Residuals**

Fuel Adjustment % will be equal to **10%** for **Class A Residuals**

The Fuel Adjustor will be made according to the following formula:

$$[(\text{Service Month Index Price/Floor Price}) \times (6\% \text{ or } 10\%) \times (\text{Base Rate per ton})] - [(6\% \text{ or } 10\%) \times \text{Base Rate per ton}] \\ = \text{Fuel Adjustor, per ton}$$

The following example is provided for clarification and reference purposes only:

Example for **Class B Residuals**:

Service Month Index	=	\$4.50
Floor Price	=	\$4.000
Base Rate per ton	=	\$129.00
[((\$4.50/4.000) X 6% X \$129.00) – (6% X \$129.00)] = \$0.96 per ton		

2.5 **Extraordinary Rate Adjustments.** Contractor may make adjustments to cover increases in costs of Contractor's provision of services (hereinafter "Extraordinary Rate Adjustments") arising from any of the following occurrences (to the extent not resulting from the negligence or willful misconduct of Contractor or Contractor's violation of any permit, law or regulation): (i) receipt of Residuals which do not meet the Quality Standard or any material change in the quality of Residuals or excessive odors, (ii) changes in Quantities as per Article 5 of this Agreement, (iii) changes in any laws, ordinances, or regulatory requirements or guidelines or changes in interpretation or enforcement thereof, (iv) revocation, suspension, denial or modification of any permit, license or approval, or (v) change in price to Contractor of disposal at any third party site. All such Extraordinary Rate Adjustments in this Article 2.5 are subject to Customer's approval as provided below.

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*Residuals Management Service Agreement
Between New England Waste Services of Maine, Inc. and The City of Auburn, NY*

- 2.6 Procedure for Rate Adjustment. Contractor shall provide Customer with written notice of any such Extraordinary Rate Adjustment together with reasonable justification therefor. If Customer does not reject such Extraordinary Rate Adjustment in writing within seven (7) days after Contractor first gives notice of such adjustment to Customer, Customer will be deemed to have approved such Extraordinary Rate Adjustment, and the new Rate will be effective as of that date (7 days after written notice by Contractor). If Customer rejects such Extraordinary Rate Adjustment, Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice, provided that Customer shall not have the right to reject the Inflation or Fuel Correction described above. Notwithstanding Contractor's notice to terminate this Agreement, Customer may extend this Agreement at the increased rate for up to six (6) months after Contractor's notice of the increased rate; provided, Customer notifies Contractor in writing no more than fifteen days (15) after receiving notice of Contractor's intent to terminate, that Customer desires to so extend this Agreement. Customer's notice shall state the period of the extension.
- 2.7 Measurement & Reports. Contractor will weigh all Residuals on a certified scale at Contractor Facility, the Plant or other suitable location, and Contractor's weight slips obtained at such scales shall be the basis for measurement and billing for Residuals managed under this Agreement. Contractor will provide Customer with a scale report or shipping report monthly via e-mail, regular mail or overnight delivery. The scale report includes a complete listing of the data on all the individual scale/shipping records. Prior to removing Containers or trailers loaded with Residuals from Customer's Plant, representatives of both Customer and Contractor will sign a shipping record prepared by the Contractor to verify information about the load contained therein, including the total volume of Residuals in cubic yards. If a representative of the Customer is not available at the time of service, the shipping record signed solely by the Contractor will be used to verify the information about the load. If certified scales are temporarily not available, the signed Shipping Records will be the basis for measurement and billing for the Residuals managed under this Agreement. Contractor will use an assumed density of sixteen hundred fifty (1,650) pounds per cubic yard for Class B Residuals, and twelve hundred fifty (1,250) pounds per cubic yard for Class A Residuals. Unless density is reasonably documented by the Contractor or Customer to differ by more than five (5) percent.

3. RESIDUALS QUALITY STANDARD

- 3.1 Quality Standard. Customer warrants that Product meets the requirements and guidance of applicable laws, regulations, state guidance documents, and permits for the uses contemplated by this Agreement, including any requirements and guidance that is specific to the management of any emerging contaminants, including but not limited to per- and polyfluoroalkyl substances ("PFAS"). Customer warrants that the Product is not classified as, nor contaminated by toxic materials or substances or hazardous waste as defined by United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to state laws and regulations. Customer warrants that Residuals pass a paint filter test, is not frozen, and is free of any trash, excessive malodors, hazardous waste, toxic materials or substances, or other debris, and meets the specified minimum percentage of 20% solids. Customer warrants that Residuals to be recycled, or used as, alternate daily cover (ADC) at the landfill, contains less than twenty (20) parts per billion (ppb) of both PFOA and PFOS based on sampling and laboratory analysis using Method 1633a. Customer warrants that Residuals to be disposed shall not have a PFAS (sum of 6- PFOS, PFOA, PFHpA, PFNA, PFHxS, PFDA) content above 150 ppb based on sampling and laboratory analysis using Method 1633a. Customer shall provide Contractor with not less than twenty four (24) hours' notice in the event of changes in process or Residuals quality that may impact odors. Customer is responsible for, and will ensure that malodors will be addressed. Customer may be required to install, operate, and maintain a system to introduce odor neutralizing compounds if the Residuals contain excessive malodors. Together these provisions constitute the "Quality Standard." All materials that fail to meet this Quality Standard shall be called "Non-Conforming Product". Contractor has the right to refuse any Non-Conforming Product in its sole discretion. Notwithstanding the foregoing, Contractor may in its sole discretion change the maximum concentration(s) of per- and polyfluoroalkyl substances (PFAS) allowed to be contained in the Product pursuant to this Section. If Contractor makes such change, it will inform Customer in writing, and such maximum concentration(s) of PFAS shall be incorporated into the Product Quality Standard. Customer shall provide Contractor with a Safety Data Sheet referencing the Residuals.

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- 3.2 Odor Control. Customer is responsible for providing Residuals that are free from excessive malodors. Residuals that cause malodors during transport or at the Facility are Non-Conforming Waste per Section 3.1. Customer will ensure that malodors will be addressed during Service. Customer will install, operate, and maintain a system to introduce odor neutralizing compounds. It is incumbent on the Customer to ensure the proper function, of the system and effective treatment of all Residuals intended for removal by Contractor.
- 3.3 Timely Odor Notification. Customer is responsible for prompt notification to Contractor (within 24 hours), of observable changes or process upsets that appear to reduce the effectiveness of the odor neutralizing compounds, or the general quantity of odor observed in the Residuals.
- 3.4 Changes in Quality. Customer will use reasonable efforts to notify Contractor in writing ninety (90) days in advance of any change in the treatment or manufacturing process at the Plant that could materially affect the quality of the Residuals. Any material change in the composition of the Residuals to be generated may, in the sole discretion of Contractor, be considered a material change and, in the Contractor's sole discretion, may require new characterization, approval, and price.

4 TITLE

- 4.1 In no event shall title to Non-Conforming Residuals pass to Contractor. Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain with Customer. Title to Conforming Residuals shall pass to Contractor when Contractor or its subcontractors remove Residuals from the Plant, or in the case where Contractor does not provide transportation, title to Conforming Residuals shall pass to the Contractor upon receipt at the Facility (ies). The provisions of this Section shall survive the termination of this Agreement without regard for the reason for termination.
- 4.2 In the event that the Service provided by the Contractor as described herein contributes to the creation of attributes such as carbon offset credits, renewable energy credits, tax benefits and the like (hereinafter "Environmental Credits"), Contractor retains the rights and title to such Environmental Credits, and to the extent practical, Customer will provide substantiating documentation related to the Service.

5 QUANTITIES

- 5.1 Customer is not obligated to provide a minimum quantity of Residuals to Contractor. However, Customer will provide to the Contractor, and Contractor will manage pursuant to this Agreement, all of the Residuals generated at the Plant. Should the quantities vary by more than 10% from the quantities specified in the Recitals, this may be considered a material change and, in the Contractor's sole discretion, may require a new price.

6 RESIDUALS ANALYSES

- 6.1 Contractor may require the Customer test Residuals upon request or on a regular basis and report the results to the Contractor. Customer shall ensure that the laboratories it utilizes use EPA-approved analytical methods, including but not limited to Method 1633a. Customer shall pay for all laboratory analysis of Residuals and Non-Conforming Waste (including sampling and sample shipment costs) as required by regulation and/or this Agreement and Contractor or Contractor Policy for the uses contemplated in this Agreement, including those required by Facility and Plant permits. Contractor and Customer will promptly provide to each other all laboratory analyses and information which it obtains about the Residuals and which is required for regulatory reporting or as necessary to implement their respective and/or mutual obligations pursuant to this Agreement. Customer will provide complete analytical reports including the cover page, lab narrative, results, Chain of Custody, and when necessary Electronic Data Deliverables (EDD). If Contractor obtains test data on the Residuals, Customer may request copies of the analyses.

7 TERM, TERMINATION & SURVIVAL

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*Residuals Management Service Agreement
Between New England Waste Services of Maine, Inc. and The City of Auburn, NY*

- 7.1 Term. This Agreement shall be effective on the latest date of execution hereof (the “Effective Date”). The Initial Term of this Agreement shall be One (1) year, commencing on September 1, 2026 (the “Service Start Date”). Thereafter, the term may be extended for an additional one (1) year term, upon mutual written consent by both parties. There will be a maximum of three (3) additional one (1) year terms possible under this agreement. This agreement shall be terminated if either party provides written notice of termination to the other party by personal delivery, express mail or certified or registered mail, return receipt requested, at least Two (2) months prior to the expiration of the Initial Term or any subsequent renewal term.
- 7.2 Termination. Termination shall be permitted (i) as provided in Article 2.6; (ii) immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be materially untrue; (iii) for Breach, as provided for in the Standard Terms and Conditions attached; (iv) at any time by both parties upon mutual written agreement.

8 INSURANCE

- 8.1 Contractor & Customer agree to furnish each other upon request with certificates attesting to the existence of Worker's Compensation insurance providing statutory benefits and comprehensive business automobile and general liability insurance including bodily injury, property damage, environmental impairment liability and contractual liability with policy limits of not less than \$1,000,000 combined single limit, each occurrence. Each party shall name the other party as additional insured.

9 NON-CIRCUMVENTION, CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY

- 9.1 During the term of this Agreement, it may be necessary or desirable for the parties to exchange “Confidential” or propriety information as is required for each to perform its obligations hereunder, including but not limited to identification of Contractor’s Facility used for service hereunder, Contractor’s rates, the content of this Agreement, and Contractor’s customer list. Each party agrees to use only for the intended purposes and to maintain in confidence any information designated herein or later in writing as "Confidential" by the other party during the term of this Agreement, and for a period of three years after termination of this Agreement. The standard of care for protecting such information, imposed on the party receiving such information, will be the degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own confidential or proprietary information. However, obligations of confidentiality shall not apply to any information to the extent it is (a) in the public domain, (b) learned from a third party not in breach of any confidentiality obligation, (c) already known without restriction by the party receiving it at the time of disclosure, or (d) required by court or regulatory order to be disclosed.
- 9.2 Any and all inventions, improvements, techniques, methods, designs, processes, procedures and/or works of authorship developed, conceived, conceptualized, produced, described or made by Contractor or its employees, agents or subcontractors in connection with or related to the performance of Contractor’s services under this Agreement (collectively, “Contractor’s Intellectual Property”), whether or not patentable or copyrightable, shall at all times be and remain the sole and exclusive property of Contractor, and Contractor shall have and retain all rights and privileges of ownership therein and thereto, including, without limitation, the rights to file patent or trademark applications or copyright registrations, to license, assign, sell, transfer or convey any or all of the Contractor’s Intellectual Property or any right or interest therein to any other person, firm or entity, and to receive and retain any and all fees, proceeds or other consideration attributable to any such license, assignment, sale, transfer or conveyance.
- 9.3 The provisions of this Section 9 shall survive the termination of this Agreement without regard for the reason for termination.

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*Residuals Management Service Agreement
Between New England Waste Services of Maine, Inc. and The City of Auburn, NY*

10 STANDARD TERMS AND CONDITIONS

Contractor Standard Terms and Conditions are attached as Exhibit A and are incorporated herein.

Executed and agreed as of the day and year last written below.

Authorized Agent for Contractor
New England Waste Services of ME, Inc.

Authorized Agent for Customer
City of Auburn, NY

By: _____

(signature)

Name: _____

Title: _____

Date: _____

By: _____

(signature)

Name: _____

Title: _____

Date: _____

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Residuals Management Service Agreement

Between New England Waste Services of Maine, Inc. and The City of Auburn, NY

EXHIBIT A: STANDARD TERMS AND CONDITIONS

Notices. All notices to be given under this Agreement shall be in writing and delivered personally, or shall be mailed by U.S. Express, registered or certified mail, return receipt requested or an overnight service with receipt as follows:

New England Waste Services of ME, Inc.
755 Banfield Road, Suite 201
Portsmouth, NH 03801

With a copy to
Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, VT 05701
Attn: Office of General Counsel

With a copy to
City of Auburn, NY
24 South Street
Auburn, NY 13021

With copy to
[insert customer email here]

Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the state in which services are being performed except for conflicts of law's provisions that would apply the substantive law of another state.

Venue. The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts having jurisdiction over Cayuga County.

Compliance with Law. The parties agree to comply at all times with all applicable federal, state, and local laws, by-laws, ordinances rules and regulations.

Limitation of Liability. Contractor shall not be liable to Customer for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

Breach and Nonpayment. Neither party may cancel or terminate this Agreement ("terminating party") as a result of the other party failing to substantially perform its obligations hereunder ("breaching party") unless such failure shall continue for more than thirty (30) days after the terminating party has notified the breaching party thereof in writing. If any payment required to be made by Customer hereunder is past due, Contractor, in addition to all other rights and remedies it may have, may suspend any or all services (including provision of equipment) until all past due amounts are paid. Customer will be responsible for all charges for the Contractor's reasonable expenses of collection of overdue amounts, including, but not limited to legal expenses.

Force Majeure.

a. "Force Majeure" shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement; or (vi) the revocation, suspension, denial or modification of any permit, license or approval regarding transportation, processing, treatment, composting, land-application, handling and/or disposal of Residuals preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence

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*Residuals Management Service Agreement
Between New England Waste Services of Maine, Inc. and The City of Auburn, NY*

to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

Representations and Warranties of Authority. Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance; b. it has full power and authority to execute, deliver and perform its obligations under this Agreement; c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound. These warranties shall survive the expiration or termination of this Agreement.

Entire Agreement. It is understood and agreed that, except as otherwise provided in this Agreement, all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

Right to Subcontract. Subject to the terms and conditions of this Agreement, Contractor may subcontract its performance hereunder in its sole discretion.

Survival. The provisions of the Indemnification and Representations and Warranties of Authority Sections of this Agreement shall survive the termination of this Agreement without regard for the reason for termination.

Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

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Independent Contractor. Contractor's relationship with Customer under this Agreement shall be that of an independent contractor. The employees, procedures, equipment and Facilities used by the Contractor shall at all times, be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate the Contractor, or any of its employees, agents or subcontractors, as employees, agents, joint ventures or partners of Customer.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the transactions described herein.

Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

Disputes.

a. Unless otherwise ordered by the court, if a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. Each party shall bear its own costs and expenses related to any mediation including, without limitation, attorneys' fees. Each party shall bear an equal share of the mediators' and administrative fees of mediation. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations.

b. Notwithstanding the foregoing to the contrary, the parties hereby understand and agree that where a party believes it may suffer immediate and irreparable harm and damage should a party fail to comply with any of its obligations under this Agreement and that monetary damages will be inadequate to compensate such party for such a breach of this Agreement, the parties agree that a party shall not be required to proceed with mediation as described herein but shall be entitled to all appropriate relief, including, without limitation, injunctive and other equitable relief, by a court of competent jurisdiction to enforce the terms of this Agreement including the payment of reasonable attorney's fees and costs.

Indemnification.

Customer hereby agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless Contractor its shareholders, officers, directors and employees from and against any and all loss, damage, suits, fines, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal cost and expenses, including reasonable attorneys' fees) arising out of or related to: (i) any claim of tortious interference, restraint of trade or any similar type of claim, (ii) any claim related to Contractor's involvement in the transport or arrangement for disposition of any Residuals or Non-Conforming Waste, (iii) or any claim for loss of, or damage to, property, including Contractor's property, and injuries to, or death of persons, including Contractor's employees, to the extent caused by, or resulting from (1) the Residuals and/or Non-Conforming Waste, (2) the negligence, recklessness or willful misconduct of Customer or its principals, officers, employees or agents, or (3) any other breach of the conditions of this Agreement by Customer or its principals, officers, employees or agents.

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*Residuals Management Service Agreement
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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 27, 2026
RE: City of Auburn Smart Growth Comprehensive Plan: Progress Update
Highland Planning

Background:

Our planning consultant, Highland Planning, is presenting the attached draft Planning Foundation to Council as part of the Smart Growth Comprehensive Plan update. The Planning Foundation is the framework of vision, values, principles, and priorities that will guide subsequent recommendations in the Comprehensive Plan, from land use and housing to economic development and infrastructure investment.

The Planning Foundation is built from the public input gathered so far in this process, including the community survey, a public workshop, and stakeholder discussions, and it has been shaped with input from the project Steering Committee. The full draft is included in your packet; given its length, we are not walking through every line here and instead want to focus this discussion on whether the overall direction feels right.

The attached draft is organized into four connected parts:

- **Vision:** Aspiration for Auburn as a dynamic, connected, and prosperous city where residents and newcomers may flourish.
- **Core Values:** Shared commitments (Innovative, Resilient, Inclusive) that provide a framework for decision-making.
- **Planning Principles:** Guidelines for investment and decisions, including fiscal strength, long-term thinking, proactive governance, and inclusive collaboration.
- **Planning Priorities:** Four focus areas for the plan itself: residential quality of life; diverse, quality, and affordable housing; civic and economic vitality; and connectivity to recreational and cultural assets.

This document is a draft and is not written in stone; it may continue to be refined as the plan

develops. At this stage, staff is seeking Council's consensus that the Planning Foundation reflects your understanding of the community and its priorities, and that it is heading in the right direction. We are seeking a general sense from Council that this framework is sound and will allow the project team to move forward with confidence into the next phase of plan development.

Staff and Highland Planning will use this Planning Foundation as the organizing structure for the goals, actions, and implementation strategies that make up the remainder of the Smart Growth Comprehensive Plan.

Staff Recommendation:

Fiscal Implications:

City of Auburn

Smart Growth Comprehensive Plan

Planning Foundation

Draft

August 2026

Guiding the city toward the community's desired future necessitates a commitment to shared values, planning principles, and priorities. Our Planning Foundation creates the framework to guide decision-making for municipal and community leaders. From everyday tasks to critical decisions about large-scale projects, the Planning Foundation articulates our aspirations for the future, what we value as a community, how we plan to operate, and what we plan to prioritize.

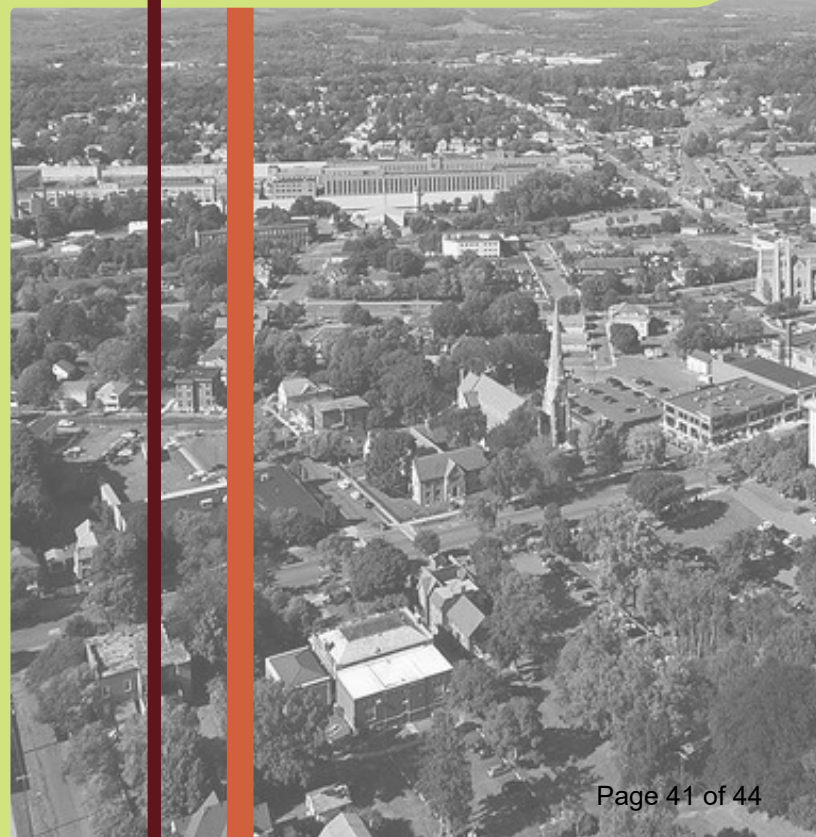
The interpretation and application of the following vision, values, principles, and priorities as a community will be an ongoing task. As conditions change and opportunities arise, the Planning Foundation creates the guideposts to keep Auburn on track to achieve its vision.

VISION

PRINCIPLES

PLANNING PRIORITIES

CORE
VALUES



OUR PLANNING FOUNDATION

creates a framework to guide decision-making, articulating the community's aspirations for the future of Auburn into what we value, how we will collaborate, and what we will prioritize.

1 VISION

Our vision is our shared aspiration for the future of Auburn.

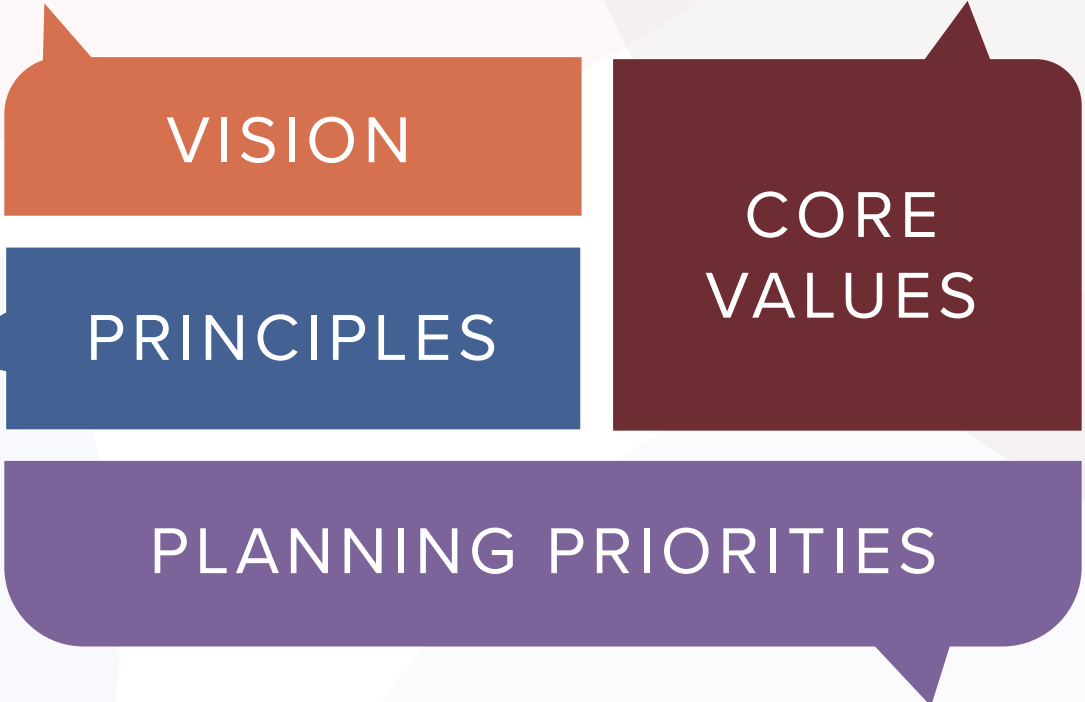
Our vision is our north star to guide Auburn's development over the next 20 years.

2 CORE VALUES

Our core values reflect deeply held, widely shared beliefs that create the framework for our decision-making. We will be:

- INNOVATIVE
- RESILIENT
- INCLUSIVE

Our core values bring focus to our vision.



3 PLANNING PRINCIPLES

Our planning principles guide how we invest and make decisions in Auburn.

We are committed to:

- Building and maintaining our fiscal strength
- Looking to the long-term
- Supporting proactive and creative decision-making
- Working collaboratively to include all voices

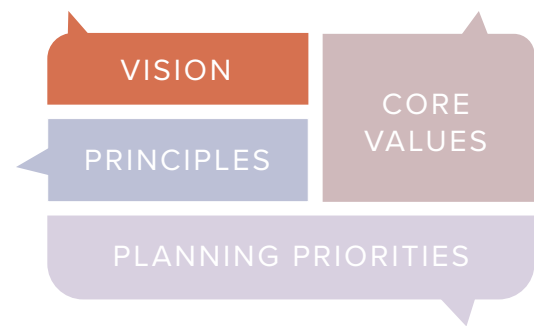
Our principles put our values into practice.

4 PLANNING PRIORITIES

Our planning priorities create a focused strategy to improve quality of life in Auburn. Our priorities weigh current challenges with future opportunities. We will focus our efforts on:

1. Improving residential quality of life
2. Expanding access to diverse, quality, and affordable housing
3. Strengthening civic and economic vitality
4. Enhancing connectivity and vibrancy of recreation and cultural assets

Our planning priorities center our attention and investments on actions that will have the greatest impact on achieving our vision for Auburn.

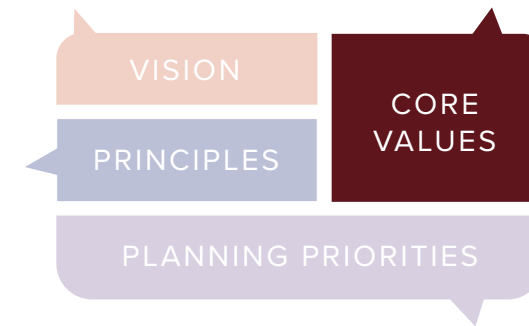


1 Vision Statement

Our vision statement is our shared aspiration for the future of the city of Auburn. It is intentionally written in the present tense and outlines what we love, hope to preserve, and plan to cultivate over the next 20 years.

Our vision for the future of Auburn...

The city of Auburn is a dynamic urban hub in Central NY where entrepreneurial spirit drives innovation and opportunity. Our high quality of life inspires generation after generation to choose Auburn as a place to build their families, businesses, and futures, supported by a thriving arts and cultural ecosystem and close connections to recreational and natural resources. Auburn is a city where neighborhoods are connected, vibrant, and welcoming; where our environment and economy are healthy, sustainable, and resilient; and where long-time residents and newcomers alike have the ability to flourish. Together, we are charting a course that reimagines and builds upon Auburn's historic legacies, strengthens our community, and creates a prosperous future for all.



2 Core Values

Our core values reflect deeply held, widely shared beliefs that create the framework for our decision-making. Our commitment to living these values demonstrates what we will elevate and prioritize as we move toward our aspirations for the future of Auburn.

These core values are based on community input from the Steering Committee, Community Survey, public workshops, and stakeholder discussions. These values have roots in Auburn's past and present, yet have aspirational qualities that we will continuously strive to enact. Our city and community operate at our best when our actions reflect these shared values.

We will be...



INNOVATIVE

- We will cultivate an entrepreneurial mindset and remain true to our gritty and creative roots.
- We will be unafraid to create opportunities and try new approaches, reflecting and adjusting as conditions change.



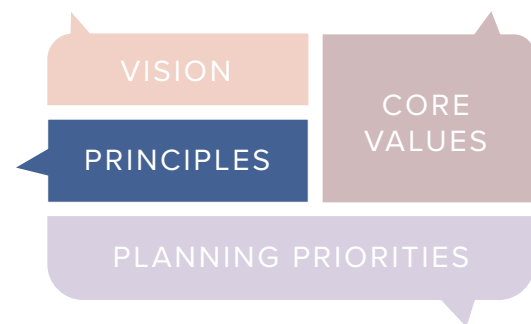
RESILIENT

- We will consider the short- and long-term impacts of decisions and how they influence the fiscal, physical, and social health of our city.
- We will be intentional, cultivating a culture of governance and decision-making that balances improvements to quality of life and services with protection of our natural resources.



INCLUSIVE

- We will make the city a welcoming place for all, where collaboration and proactive communication are embedded in the civic leadership of our community.
- We will create a culture of decision-making that includes active participation from the community and fosters a shared sense of ownership and community pride.



3 Planning Principles

Our planning principles are the rules that guide what we do and how we invest in our community. These principles help us translate our values into actions.

We are committed to...

► BUILDING AND MAINTAINING OUR FISCAL STRENGTH

- We prioritize decisions and investments that strengthen Auburn's long-term fiscal capacity, support reliable delivery of essential services, and reduce avoidable future costs.
- We make decisions that enable us to boldly and consistently invest in ourselves, responsibly leveraging local, state, federal, philanthropic, and private resources to strengthen our community.

► LOOKING TO THE LONG-TERM

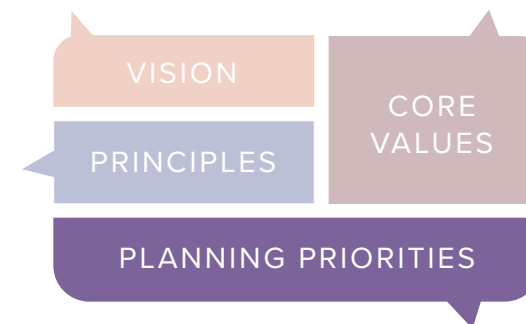
- We remain resolute in hard times, planning for the long-term to ensure we don't take short-term quick fixes that erode our long-term capacity and prosperity.
- We make decisions that acknowledge and weigh the long-term costs of near-term convenience.

► SUPPORTING PROACTIVE AND CREATIVE DECISION-MAKING

- We cultivate a culture of governance that supports experimentation and proactive investment.
- We recognize the need to continuously learn, to reflect on what works, change what doesn't, and not accept a status quo mentality.

► WORKING COLLABORATIVELY TO INCLUDE ALL VOICES

- We are committed to collaborative and inclusive governance that seeks to build trust and meaningful participation, with particular attention to residents and stakeholders who have historically faced barriers to civic participation.
- We build partnerships and collaborative opportunities that improve capacity and strengthen relationships between the City and community partners.



4 Planning Priorities

Building on our vision, core values, and planning principles, our planning priorities reflect four key areas that we need to address to improve quality of life in Auburn. These priorities emerge from key trends, data analysis, and community input.

These four priorities are interconnected and intertwined elements that will enhance the quality of life for individuals and households at every stage and income level in the city. Each priority is broad in scope and encompasses a range of issues that directly or indirectly influence Auburn's health and resiliency over the next 20 years. The plan will be organized and analyzed around advancing the following priorities.

We will prioritize...



IMPROVING RESIDENTIAL QUALITY OF LIFE

- We will improve our essential physical and social infrastructure.
- We will improve access to educational, childcare, and community resources throughout all of our neighborhoods.
- We will cultivate a sense of safety for all.



STRENGTHENING CIVIC AND ECONOMIC VITALITY

- We will position Auburn as a community of choice, providing small-city amenities within a surrounding agricultural County.
- We will build economic opportunity and the ability for all to flourish.
- We will support adaptive reuse and redevelopment of underutilized sites and buildings.
- We will foster a thriving Downtown, connected mixed-use and commercial corridors, and active industrial areas.



EXPANDING ACCESS TO DIVERSE, QUALITY, AND AFFORDABLE HOUSING

- We will build vibrant and connected neighborhoods.
- We will expand the diversity of housing types to meet the needs of residents of all ages and life stages.
- We will improve the quality and affordability of our housing stock.
- We will expand homeownership.



ENHANCING CONNECTIVITY AND VIBRANCY OF RECREATION AND CULTURAL ASSETS

- We will optimize Auburn's position as a local, regional, and national tourism destination.
- We will cultivate a thriving arts and culture ecosystem.
- We will leverage and preserve our historic assets.
- We will improve our public spaces, recreational resources, and connections to the Owasco River and Owasco Lake.