

**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 September 10, 2026 5:00 PM

- 1. Roll Call**
- 2. Pledge of Allegiance to the Flag**
- 3. Moment of Silent Prayer or Reflection**
- 4. Public Announcements**
 - 4.A. Community Ceremony to Commemorate the 25th Anniversary of the Events of 9/11
- 5. Ceremonial Presentations and Proclamations**
 - 5.A. Patriot Day 9/11 Proclamation - 25th Anniversary
- 6. Public to be Heard**
- 7. Approval of Meeting Minutes**
- 8. City Manager's Report**
- 9. Reports from Members of Council**
- 10. SEQR Resolutions**

11. Ordinances

12. Local Law

13. Resolutions

13.A. Award Resolution #101 of 2026 Awarding a Contract with ENGIE for Electricity Supply

13.B. Agreement Resolution #102 of 2026 Executing an Agreement with the Cayuga County Soil and Water Conservation District for the Hoopes Park Stream Restoration and Culvert Replacement

13.C. Grant Resolution #103 of 2026 Accepting Funding from the Governor's Traffic Safety Committee for the Auburn Police Department

13.D. Grant Resolution #104 of 2026 Authorizing an Application for and Acceptance of a Grant from the Firehouse Subs Public Safety Foundation, Inc. for Police Equipment

14. Tabled Items

15. Staff/Vendor Presentations

16. Other Business from the Council

17. Adjournment



FOR IMMEDIATE RELEASE

September 3, 2026

MAYOR GIANNETTINO INVITES THE PUBLIC TO COMMEMORATE THE EVENTS OF SEPTEMBER 11, 2001

Mayor James N. Giannettino, Jr. on behalf of the members of City Council and the City of Auburn invites members of the public to a wreath laying ceremony that will be held on Friday, September 11, 2026 at 8:30 AM at the site of the 9/11 Memorial located on the south lawn of Memorial City Hall at 24 South Street in Auburn.

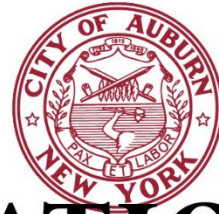
Mayor Giannettino has proclaimed September 11, 2026 as Patriot Day in the City of Auburn. Patriot Day is an annual observance on September 11 to remember those who were injured or died during the terrorist attacks in the United States on September 11, 2001. Guest speakers for this year's ceremony include VFW Post 1975 Commander Luke Netti (US Army Infantry Non-Commissioned Officer), retired Auburn Firefighter Terry Winslow and Cayuga County Veterans' Services Agency Director Kevin Swab.

During and following the ceremony, the Old Wheeler Bell atop Memorial City Hall will toll at the following times throughout the morning of September 11, 2026:

- 8:46 a.m. – American Airlines Flight 11 crashes into the North Tower (1 World Trade Center) of the World Trade Center.
- 9:03 a.m. – United Airlines Flight 175 crashes into the South Tower (2 World Trade Center) of the World Trade Center.
- 9:37 a.m.: Hijackers deliberately crash American Airlines Flight 77 into the Pentagon, near Washington, D.C.
- 9:59 a.m.: The South Tower (2 WTC) collapses.
- 10:03 a.m.: After learning of the other attacks, passengers on United Airlines Flight 93 launch a counterattack on hijackers aboard their plane to try to seize control of the aircraft. In response, the hijackers crash the plane into an empty field near Shanksville, Pa.
- 10:28 a.m.: The North Tower (1 WTC) collapses. The 16-acre World Trade Center site is in ruins, with collateral damage affecting all adjacent properties and streets. A rescue and recovery effort begins immediately.

The ceremony is free and is open to the public. For more information or directions, please contact the Mayor's Office at (315) 255-4104.

- End -



City of Auburn **PROCLAMATION**

WHEREAS, 25 years ago, on September 11, 2001, the American people endured the worst attack on U.S. soil in the nation's history with courage and heroism; and

WHEREAS, nearly three thousand innocent men, women, and children lost their lives in attacks meant to terrorize our Nation. America witnessed one of the darkest days it had seen in years; and

WHEREAS, an unprecedented, historic bonding of Americans arose from the collective shock, unifying the country in an outpouring of national spirit, pride, selflessness, generosity, courage and service; and

WHEREAS, today we pay tribute to loved ones, friends, family, fellow citizens, and all who died on September 11, 2001 out in the field in Southwestern Pennsylvania, in the steel of the twin towers of the World Trade Center, and the wreckage and flames of the United States Pentagon; and

WHEREAS, on the 25th anniversary of the September 11th attacks, our country and world have changed in so many ways. America will forever remember where we were, what we were doing, and who we were with at the time of the attacks; and

WHEREAS, today, we can honor those we lost by building a Nation worthy of their memories. We can recall how Americans of every station joined together to support the survivors in their hour of need and to move forward together as one people; and

WHEREAS, Congress has designated September 11 of each year as, "Patriot Day" and has requested the observance of September 11 as an annually recognized "National Day of Service and Remembrance"; and

NOW THEREFORE, I, James N. Giannettino, Jr., Mayor of the City of Auburn, New York, proclaim the day, September 11, 2026 as

PATRIOT DAY & DAY OF SERVICE AND REMEMBRANCE

and invite the citizens of Auburn to participate in community service in honor of those our Nation lost as a result of the terrorist attacks 25 years ago on September 11, 2001, by uniting in the same extraordinary way we came together after the attacks.



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

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



COUNCIL MEMORANDUM

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

TO: Honorable Mayor and Members of City Council
FROM: Mary Beth Leeson, Comptroller
DATE: September 10, 2026
RE: Award Resolution #101 of 2026 Awarding a Contract with ENGIE for Electricity Supply

Background:

The City of Auburn has in excess of 100 electric meters, and the City is required to procure electric supply from an outside vendor. Pricing was solicited and obtained for a 12M, 24M, 36M, 48M and 60M term. It is recommendation that the City agree to the 48M term to stabilize pricing in a rapidly increasing market. The current contract is for \$0.0655 per kWh.

Staff Recommendation:

City staff has worked with it's energy consultant, NextEra Energy to obtain pricing for Electric Supply, as our current pricing expires in October 2026. NextEra is recommending opting for a longer term as electricity pricing continues to escalate. City Staff is recommending a 48 month term with a rate of \$.09089 per kWh, expiring September 30, 2030.

Fiscal Implications:

The City will stabilize cost for electricity supply, however will experience an increase in rates.

AWARD RESOLUTION #101 OF 2026

AWARDING A CONTRACT WITH ENGIE FOR ELECTRICITY SUPPLY

By Councilor _____

September 10, 2026

WHEREAS, the City of Auburn engaged with NextEra Energy to issue a Request for Pricing to electricity to the City of Auburn's 106 electric meters; and

WHEREAS, on September 4, 2026, the City received pricing from four qualified entities which were evaluated for best value; and

WHEREAS, ENGIE is the recommended entity to provide electricity supply on a 48 month term beginning on October 1, 2026; and

WHEREAS, it is now necessary that the contract for electricity supply for the City of Auburn be awarded effective October 1, 2026; and

WHEREAS, the proposal is for electricity at a cost of \$0.09089 per kWh for the period of October 1, 2026 through September 30, 2030.

NOW, THEREFORE, BE IT RESOLVED that the Auburn City Council does hereby award a contract electricity supply in the amount of \$.09089 per kWh for the contract term beginning October 1, 2026 to September 30, 2030; and

BE IT FURTHER RESOLVED that the City Manager, or appointed designee, is authorized to sign the agreement and all other documents relating to the agreement on behalf of the City of Auburn.

Seconded by Councilor _____

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



Victor, NY 14564
Telephone: (585) 249-1360
Fax: (585) 249-1361
www.nexteraadvisors.com

**City of Auburn
Electric Pricing Options - kWh**

November 2026 Start

Term	Supplier 1	Supplier 2	Supplier 3	Supplier 4
12M Fixed	\$0.09697	\$0.10379	\$0.10484	\$0.10358
24M Fixed	\$0.09500	\$0.10260	\$0.10370	\$0.10236
36M Fixed	\$0.09274	\$0.10067	\$0.10193	\$0.10114
48M Fixed	\$0.09089	N/A	N/A	\$0.10009
60M Fixed	N/A	N/A	N/A	\$0.09946

All Suppliers - Dual Billing, CES Excluded

Supplier 1 vendor - ENGIE

16 Accounts - currently fixed @ \$0.06482/kWh, dual billing, CES excluded, 08/2025 - 10/2026

82 Accounts - currently fixed @ \$0.06555/kWh, dual billing, CES excluded, 09/2025 - 10/2026

7 Accounts - currently fixed @ \$0.07014/kWh, dual billing, CES excluded, 10/2025 - 10/2026

9/3/2026

Confidential



COUNCIL MEMORANDUM

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

TO: Honorable Mayor and Members of City Council
FROM: Seth Jensen, Director of Municipal Utilities
Scott McIntyre, Assistant Civil Engineer
DATE: September 10, 2026
RE: Agreement Resolution #102 of 2026 Executing an Agreement with the Cayuga County Soil and Water Conservation District for the Hoopes Park Stream Restoration and Culvert Replacement

Background:

The Cayuga County Soil and Water Conservation District is looking to partner with the City of Auburn to implement improvements at Hoopes Park in the City of Auburn in accordance with the Attached Scope of Work. These improvements will incorporate installation of best management practices to improve stream corridor and bank stabilization within Hoopes Park from the Walnut Street Culvert, north to the Hoopes Park Pond. In addition, this project will address replacement of the existing bridge/culvert adjacent to the Hoopes Park Pond. This bridge will be replaced with a single span arch capable of handling vehicle loading to allow maintenance staff and emergency ambulance services to safely navigate the inner trail within Hoopes Park.

The district will be the project managers associated with this work, working directly with Engineering and DPW staff to ensure all design and construction elements meet department goals for long-term use and maintenance. Additionally, the city will work to provide in-house resources as funding match for all aspects of this project.

The total budget for this project is \$190,000, of which, \$23,750 will be provided by the City of Auburn through in-house labor. The grant funding source is the Eastern Finger lakes Coalition Funds and will be exclusively managed by the CCSWCD. All procurement and workforce coordination will be completed in coordination with the CCSWCD, City Engineering, and City DPW. Any adjustment to budget outlined in the agreement will require approval by Auburn City Council.

A copy of the full agreement is attached to this memo for Council's review.

Staff Recommendation:

Fiscal Implications:

Matching grant funds will be provided by Engineering, DMU, and DPW in-kind labor and equipment. There is no direct funding match required.

AGREEMENT RESOLUTION #102 OF 2026

**EXECUTING AN AGREEMENT WITH THE CAYUGA COUNTY SOIL &
WATER CONSERVATION DISTRICT FOR THE HOOPES PARK STREAM
RESTORATION AND CULVERT REPLACEMENT**

By Councilor _____

September 10, 2026

WHEREAS, the Cayuga County Soil and Water Conservation District (hereinafter referred to as the CCSWCD) has previously provided services to the city of Auburn related to water quality enhancing soil and water conservation projects, including but not limited to streambank erosion protection, drainage maintenance/construction; and

WHEREAS, the CCSWCD has obtained funding through the Eastern Finger Lakes Coalition Grant Program to execute design and construction support to repair the Hoopes Park Stream from Walnut Street Culvert to the Hoopes Park Pond, including replacement of the failing culvert adjacent to the pond, and

WHEREAS, a formal agreement between the CCSWCD and City of Auburn is required to execute the project; and

WHEREAS, the budget to complete this work is proposed at \$190,000 in total effort, of which the City will contribute \$23,750 by way of in kind matching services; and

NOW, THEREFORE, BE IT RESOLVED that the Auburn City Council does hereby approve the City to enter into agreement with CCSWCD for services outlined in the attached scope of work and agreement; and

BE IT FURTHER RESOLVED that the Mayor is authorized to sign any and all documents associated with the agreement.

Seconded by Councilor _____

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



Hoopes Park Stream Enhancement Project with Culvert Replacement

July 16, 2026

Hoopes Park Stream Stabilization

The Hoopes Park Stream Stabilization Project is a comprehensive stream restoration initiative designed to improve the long-term stability, ecological function, and resilience of the stream corridor while protecting adjacent park infrastructure, public recreational areas, and downstream water quality. Years of concentrated stormwater runoff, high-velocity flows, and natural stream adjustment have resulted in accelerated bank erosion, channel instability, sediment deposition, and the continued loss of valuable riparian habitat. The project will implement a combination of proven natural channel design techniques and structural stabilization measures to restore stream function while maintaining the aesthetic and recreational value of Hoopes Park.

A primary component of the project is the stabilization of severely eroding streambanks using a combination of grading, toe protection, rock armoring, and native vegetation. Existing vertical or over-steepened banks will be regraded to stable side slopes, generally ranging from **2:1 to 3:1 (horizontal:vertical)** depending on site constraints, available right-of-way, and hydraulic conditions. These flatter slopes will significantly reduce the likelihood of future bank failures, decrease erosion caused by overland runoff, and create a more maintainable stream corridor that can support healthy native vegetation.

Following bank regrading, **coir logs** (coconut fiber logs) will be installed along the toe of the streambank to provide immediate stabilization while establishing living vegetation. The coir logs will serve as biodegradable toe protection that dissipates flow energy, captures sediment, and protects newly placed soils during the critical establishment period. As vegetation matures, the coir logs will naturally decompose, leaving behind a dense network of native plant roots that permanently reinforce the bank and provide long-term erosion resistance. This bioengineering approach minimizes the use of hard armoring where practical while encouraging the stream to stabilize naturally over time.

In areas experiencing higher flow velocities, outside bends, bridge approaches, or locations subject to significant hydraulic stress, **appropriately sized riprap** will be installed to provide durable bank protection. Riprap will be designed based on anticipated hydraulic conditions to resist displacement during high-flow events and will be keyed into the streambed and bank to prevent undermining and flanking. Wherever feasible, the rock protection will be integrated with native vegetation through soil pockets, live plantings, and vegetated transitions to soften the appearance of the rock and enhance habitat value while maintaining structural integrity.

Once grading and stabilization measures are complete, disturbed areas will be restored with a diverse assemblage of **site-specific native shrubs and riparian vegetation** selected for their ability to thrive under local soil, moisture, and climatic conditions. Native shrub species such as silky dogwood, red osier dogwood, willow, nannyberry, winterberry, and other appropriate riparian species will be strategically planted throughout the project area. These deep-rooted native plants will provide long-term soil reinforcement, increase bank stability, improve infiltration, shade the stream, reduce water temperatures, enhance wildlife habitat, and contribute to the overall ecological health of the corridor. Native herbaceous seed mixes appropriate for riparian environments will also be established to provide rapid ground cover and minimize erosion following construction.

To further improve stream health and reduce future maintenance requirements, the project will establish **no-mow riparian buffer zones** along portions of the stream corridor. These designated areas will allow native grasses, wildflowers, shrubs, and naturally occurring vegetation to become established, creating a continuous vegetated buffer between maintained park areas and the stream. The no-mow zones will reduce erosion from frequent mowing, filter sediment and nutrients from stormwater runoff before entering the stream, improve infiltration, increase pollinator habitat, provide wildlife cover, and reduce long-term maintenance costs. Educational signage may also be incorporated to inform park visitors about the environmental benefits of these restored riparian areas.

Another critical element of the restoration involves the installation of **grade control structures** throughout selected portions of the stream channel. These structures are intended to stabilize the longitudinal profile of the stream by preventing continued channel incision and headcut migration while reducing excessive flow velocities. Grade control structures may consist of strategically placed rock riffles, cross vanes, J-hook vanes, or other natural channel design features appropriate for the site. By creating a series of stable elevation controls within the channel, these features will dissipate energy during storm events, reduce erosive forces acting on the streambed and banks, promote sediment transport continuity, improve aquatic habitat complexity, and maintain a stable channel geometry over the long term.

The combination of streambank grading, biodegradable toe stabilization, engineered rock protection, native vegetation, riparian buffers, and grade control structures represents an integrated stream restoration approach that balances engineering performance with ecological enhancement. Rather than relying solely on traditional hard armoring, the project incorporates natural infrastructure that works with the stream's hydraulic processes to achieve sustainable long-term stability.

Upon completion, the Hoopes Park Stream Stabilization Project is expected to significantly reduce streambank erosion, minimize sediment loading to downstream waters, improve water quality, restore riparian habitat, protect existing park infrastructure from future erosion, enhance public safety, and create a more resilient stream corridor capable of withstanding increasingly frequent high-intensity storm events. The restored

stream will provide improved ecological function, greater flood resilience, enhanced recreational and aesthetic value, and reduced maintenance needs, ensuring that Hoopes Park remains an important natural and community resource for decades to come.

Culvert Replacement

As part of the Hoopes Park Stream Restoration Project, an existing undersized and deteriorating culvert crossing will be replaced with a new reinforced concrete bottomless arch culvert designed to improve hydraulic capacity, restore natural stream function, provide long-term infrastructure resilience, and safely accommodate park maintenance and emergency vehicle traffic. The new structure will replace an aging crossing that currently restricts stream flow, contributes to upstream ponding and downstream scour, and acts as a barrier to the movement of aquatic organisms.

The proposed culvert will consist of a precast reinforced concrete bottomless arch founded on reinforced concrete footings located outside of the active stream channel. Unlike traditional pipe or box culverts, the bottomless arch design preserves the natural streambed, allowing the existing substrate, channel geometry, and ecological processes to remain intact. Maintaining the natural stream channel through the crossing promotes sediment transport continuity, minimizes channel degradation, and provides an uninterrupted pathway for fish, amphibians, macroinvertebrates, and other aquatic organisms.

The structure will be hydraulically sized to safely convey design storm events while reducing the risk of roadway overtopping and localized flooding within Hoopes Park. By increasing the effective cross-sectional area of the stream crossing, the new culvert will reduce backwater conditions during high-flow events, improve conveyance of floodwaters, and decrease erosive velocities through the crossing. The larger opening will also allow woody debris, ice, and sediment to pass through more naturally, reducing the likelihood of debris blockages that can cause flooding and require frequent maintenance.

The culvert will be designed to support light truck loading, including park maintenance vehicles, utility vehicles, emergency response equipment, and other occasional service traffic. The reinforced concrete arch system provides exceptional structural strength and durability while minimizing long-term maintenance requirements. The crossing will be designed in accordance with current engineering standards, incorporating appropriate earth cover, headwall treatments where necessary, and roadway improvements to ensure safe and reliable access for park operations.

To further enhance stream stability, the culvert installation will include appropriately designed inlet and outlet transitions that blend seamlessly with the existing stream channel. Streambanks adjacent to the crossing will be reconstructed and stabilized using a combination of natural channel design principles and bioengineering techniques. Banks will be graded to stable 3:1 side slopes where feasible and protected using erosion-resistant vegetation, native shrubs, and deep-rooted herbaceous species. Riprap will be

installed only where necessary to provide structural protection against high-velocity flows, while maintaining a natural appearance and minimizing impacts to aquatic habitat.

Grade control features may be incorporated upstream and downstream of the crossing to maintain channel stability, prevent head-cutting, and preserve the existing stream profile. These structures will help dissipate flow energy, reduce localized scour, and ensure that the natural streambed elevation remains stable over time. By maintaining channel grade through the crossing, the project will protect both the culvert foundation and adjacent streambanks from future erosion.

The bottomless arch culvert will also improve aquatic organism passage by eliminating the perched outlet conditions and shallow flow depths commonly associated with older culvert installations. Preserving the natural streambed allows pools, riffles, substrate diversity, and low-flow channels to continue through the crossing, providing suitable habitat and movement corridors for fish and other aquatic species during a wide range of flow conditions. Restoring stream continuity supports healthier aquatic ecosystems and aligns with New York State Department of Environmental Conservation recommendations for stream crossing design.

Construction activities will be carefully sequenced to minimize impacts to the stream and surrounding park. Temporary erosion and sediment control measures—including silt fence, turbidity controls, stabilized construction entrances, temporary stream diversion or bypass pumping (if required), and disturbed area stabilization—will be implemented throughout construction to protect downstream water quality. Disturbed areas will be restored upon project completion through grading, topsoiling, hydroseeding, native vegetation establishment, and landscape restoration consistent with the surrounding park setting.

Overall, replacement of the existing culvert with a reinforced concrete bottomless arch culvert represents a sustainable, long-term infrastructure improvement that addresses multiple project objectives. The new crossing will improve flood resiliency, reduce future maintenance costs, restore natural stream processes, enhance aquatic habitat and organism passage, stabilize the stream corridor, and provide a durable structure capable of safely supporting light truck traffic for decades while complementing the natural character of Hoopes Park.

Tim Schneider, Field Manager
Cayuga County SWCD
tschneider@cayugaswcd.org
315-427-4458

**EASTERN FINGER LAKES COALITION GRANT PROGRAM:
BMP FUNDING AND PROJECT IMPLEMENTATION AGREEMENT**

Hoopes Park—Cold Springs Brook Project

This Best Management Practices Funding and Project Implementation Agreement (“Agreement”) is entered into as of 9/1/2026 by and between: **City of Auburn**, New York, a municipal corporation having an address at 24 South Street, Auburn, New York 13021 (“City”); and **Cayuga County Soil and Water Conservation District**, having an address at 7413 County House Road, Auburn, NY 13021 (“CCSWCD”).

The City and CCSWCD may each be referred to as a “Party” and collectively as the “Parties.”

RECITALS

A. The City owns Hoopes Park in Auburn, New York, within the Cold Springs Brook watershed (“Project Site”).

B. CCSWCD participates in the Eastern Finger Lakes Coalition Grant Program administered with funding from the New York State Department of Agriculture and Markets and the New York State Soil and Water Conservation Committee (“Grant Program”).

C. Grant funding has been awarded or allocated for the design and implementation of certain best management practices at the Project Site.

D. The Parties wish to establish their respective responsibilities for the design, procurement, construction, payment, inspection, acceptance, operation, and maintenance of the Project.

THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows.

SECTION 1: DEFINITIONS

1.1 Best Management Practices

“BMPs” means the improvements described in the approved Project Scope, including:

Stream corridor and shoreline management improvements;

Road/stream crossing or culvert replacement;

Associated engineering and design services;

Streambank stabilization materials, including riprap where specified;

Planting and revegetation materials;

Precast bridge, culvert, or crossing components;
Railings and associated safety improvements; and
Other work specifically identified in the approved Project Scope and Budget.

1.2 Contract Documents

“Contract Documents” means this Agreement and all attachments incorporated into it, including:

- Exhibit A: Project Scope and Plan of Work;
- Exhibit B: Final Project Budget and Funding Plan;
- Exhibit C: Project Schedule;
- Exhibit D: Final Plans and Technical Specifications;
- Exhibit E: Operation and Maintenance Plan;
- Exhibit F: Insurance, indemnification and Contractor Requirements;
- Exhibit G: Grant Terms and Applicable CCSWCD Policies; and
- Exhibit H: Permits and Approval Matrix.

1.3 Contractor

“Contractor” means any contractor, subcontractor, supplier, consultant, engineer, or design professional retained by either Party to perform Project work.

1.4 Project Designer

“Project Designer” means the licensed professional engineer or other qualified design professional responsible for preparation, review, or certification of the Project design.

1.5 Project

“Project” means the design, procurement, construction, installation, acceptance, operation, and maintenance of the BMPs at the Project Site.

SECTION 2: AGREEMENT TERM AND BMP LIFE

2.1 Agreement Period

The implementation period under this Agreement shall begin on August 1, 2026, and end on August 1, 2027, unless extended by a written amendment executed by both Parties.

Expiration of the implementation period shall not extinguish obligations expressly intended to continue, including operation and maintenance, warranties, records retention, payment obligations, indemnification, and enforcement of contractor warranties.

2.2 BMP Useful Life

The BMPs shall be designed and constructed to have a bondable or expected useful life of not less than ten years, subject to the approved design, ordinary wear, proper maintenance, and events beyond the reasonable control of the Parties.

2.3 Operation and Maintenance Period

The City shall operate and maintain accepted BMPs in accordance with the final Operation and Maintenance Plan attached as Exhibit E. The City shall not be required to accept an operation or maintenance obligation that is not disclosed in Exhibit E before execution of this Agreement or approved by the City in a subsequent written amendment.

SECTION 3: PROJECT STANDARDS, DESIGN, AND APPROVAL

3.1 Applicable Standards

The BMPs shall be designed and constructed in accordance with the standards applicable to the Project, which may include:

- Applicable USDA Natural Resources Conservation Service standards;
- New York State Standards and Specifications for Erosion and Sediment Control;
- New York State Stormwater Management Design Manual;
- Applicable New York State Department of Transportation design standards;
- Applicable New York State Department of Environmental Conservation technical guidance;
- North Atlantic Aquatic Connectivity Collaborative protocols, where applicable;
- The New York State Uniform Fire Prevention and Building Code, where applicable;
- Applicable City standards; and
- All conditions imposed by Project permits and approvals.

If standards conflict, the Project Designer shall identify the conflict and recommend a resolution. No resolution materially affecting City cost, public safety, maintenance, appearance, function, or useful life shall be adopted without the City's prior written approval.

3.2 City Review

Before procurement or commencement of construction, CCSWCD shall provide the City with the following for review and written approval:

- Final plans and specifications;
- Project Scope and Plan of Work;
- Project Budget;
- Project Schedule;
- Operation and Maintenance Plan;
- Proposed construction access, staging, and restoration plans;
- Permit and approval requirements; and
- Proposed bid or procurement documents.

City review does not relieve CCSWCD, the Project Designer, or any Contractor of responsibility for design adequacy, code compliance, construction means and methods, or performance of their respective contractual duties.

3.3 Changes to Approved Work

No material change to an approved BMP, design, material, Project location, scope, schedule, maintenance obligation, or method of construction may be made without:

Written technical justification from the Project Designer;

Written approval from CCSWCD;

Written approval from the City; and

Any required approval from the Grant Program.

No change increasing the City's cost or financial obligation is effective unless separately approved in writing by an authorized City official.

SECTION 4: CCSWCD RESPONSIBILITIES

CCSWCD shall be responsible for the following:

4.1 Grant Administration

CCSWCD shall administer the Grant Program funds allocated to the Project and maintain all documentation required by the Grant Program, including procurement records, contracts, invoices, payment records, certifications, reimbursement requests, and reports.

4.2 Project Management

CCSWCD shall coordinate implementation of the Project, including design coordination, procurement administration, construction coordination, inspection, grant documentation, and communication with the Grant Program.

4.3 Procurement and Contracting

Except for work expressly identified in Exhibit B as City-performed work, CCSWCD shall procure and contract directly for:

- Engineering and design services;
- Stream stabilization and riprap materials;
- Planting and revegetation materials;
- Precast bridge, culvert, or crossing components;
- Railings and safety components;
- Construction services; and
- Other materials or services specifically identified in Exhibit B as CCSWCD-procured items.

CCSWCD shall conduct procurement in accordance with applicable law, Grant Program requirements, and CCSWCD's duly adopted procurement policy.

4.4 Contractor Relationship

Every Contractor procured by CCSWCD shall contract directly with CCSWCD unless the City separately agrees otherwise in a written instrument authorized by the City.

No CCSWCD Contractor shall be considered a contractor, subcontractor, agent, employee, or representative of the City merely because the work is performed on City property or benefits the City.

CCSWCD shall be responsible for administering contracts entered into by CCSWCD, including:

- Issuing notices to proceed;
- Reviewing payment applications;

- Processing Contractor payments;
- Administering change orders;
- Addressing Contractor claims;
- Requiring correction of defective work;
- Enforcing warranties; and
- Closing out the contracts.

4.5 Procurement Records and Reimbursement Documentation

CCSWCD shall prepare, obtain, maintain, and submit all procurement records, receipts, invoices, certifications, and other documentation required for grant reimbursement.

The City shall provide reasonable documentation of its approved cash and in-kind contributions. CCSWCD shall advise the City in writing of the required format for in-kind documentation before the City performs the work.

4.6 Review and Inspection

CCSWCD shall:

- Review all BMP designs and Operation and Maintenance Plans with the City;
- Periodically inspect Project work during construction;
- Notify the City and responsible Contractor in writing of identified defects or deficiencies;
- Establish a reasonable correction period;
- Verify correction of identified defects;
- Coordinate final inspection and closeout; and
- Provide the City with final certification and closeout documentation.

4.7 Contractor Payments

CCSWCD shall make payments directly to Contractors retained by CCSWCD. Payment shall be made according to the applicable procurement contract and availability of Grant Program funds.

The City does not assign payment rights to CCSWCD because the City will not receive grant payments intended for CCSWCD-retained Contractors. If a direct assignment becomes necessary, it must be documented in a separate written instrument approved by the City.

4.8 No Unauthorized Commitments

CCSWCD shall not represent that it has authority to bind the City or authorize work chargeable to the City without the prior written approval of an authorized City official.

SECTION 5: CITY RESPONSIBILITIES

The City shall be responsible for the following:

5.1 Site Access

The City shall provide CCSWCD, the Project Designer, Contractors, Grant Program representatives, and public authorities having a bona fide interest in the Project with reasonable access to the Project Site upon reasonable prior notice.

Access is subject to:

- City safety and security requirements;
- Reasonable limits on working hours;
- Public-event and park-use restrictions; can we get a list of dates that may interfere with the work or dates where we are asking to pause construction activities?
- Emergency conditions; and
- Other reasonable requirements imposed to protect the public and City property.

5.2 Review and Cooperation

The City shall reasonably cooperate with Project design, permitting, procurement, and implementation and shall timely review Project documents submitted for approval.

5.3 Local Share

The City shall provide the approved local share through cash and documented in-kind services as specified in Exhibit B.

In-kind services must:

- Be approved in advance by CCSWCD;
- Be eligible under the Grant Program;
- Be documented in the format provided by CCSWCD; and
- Be credited toward the City's required contribution.

5.4 Permits

The Parties shall obtain the permits and approvals allocated to them in Exhibit H. Neither Party shall be responsible for a permit assigned to the other Party unless the Parties agree otherwise in writing.

5.5 Operation and Maintenance

Following final acceptance, the City shall operate and maintain the BMPs in accordance with Exhibit E.

The City is not responsible for:

- Correcting original design errors;
- Correcting defective construction;
- Fulfilling Contractor warranty obligations;
- Remedying damage caused by CCSWCD or its Contractors;
- Capital reconstruction outside the approved Operation and Maintenance Plan; or
- Additional obligations imposed after execution without the City's written approval.

SECTION 6: PROJECT FUNDING AND CITY CONTRIBUTION

6.1 Total Project Budget

The estimated total Project cost is \$190,000, allocated as follows:

Project Funding Table

BMP/System	State Contribution	City Contribution	City Cash or In-kind	Total Cost	Initial
Stream Corridor and Shoreline Management System	\$43,750	\$6,250	Cash & In-Kind	\$50,000	_____
Road/Stream Crossing (Culvert) Replacement	\$87,500	\$12,500	Cash & In-Kind	\$100,000	_____
Engineering Costs what is the asterisk for?	\$35,000	\$5,000	Cash In Kind	\$40,000	_____
Total Project Cost	\$162,250	\$23,750		\$190,000	_____

The Parties acknowledge that the preceding table reflects an 87.5% grant share and a 12.5% City share.

The Parties shall confirm that the awarded grant amount is \$166,250 before executing this Agreement. If the actual award is \$162,250, Exhibit B and the scope or funding allocation must be revised so that all figures reconcile before execution.

6.2 Maximum City Contribution

Unless the City approves an amendment through its legally required authorization process, the City's total Project contribution shall not exceed \$23,750.

No Contractor, CCSWCD employee, Project Designer, or other person has authority to increase the City's contribution.

6.3 Cost Overruns

The City is not responsible for any cost overrun unless:

- CCSWCD provides a written explanation of the cause and amount;
- The Project Designer provides any necessary technical justification;
- Alternative cost reductions have been evaluated;
- The overrun is eligible under applicable funding requirements, where relevant; and
- The City approves the additional contribution in writing before the cost is incurred.

Costs resulting from the negligence, design error, omission, breach, procurement failure, unauthorized commitment, or misconduct of CCSWCD, the Project Designer, or a CCSWCD Contractor shall not be charged to the City.

6.4 Funding Shortfall

If grant funds are reduced, withdrawn, delayed, or unavailable, CCSWCD shall promptly notify the City. The City may then:

- Approve a revised scope and budget;
- Approve an extension;
- Suspend Project work;
- Seek replacement funding; or
- Terminate this Agreement.

The City does not guarantee Grant Program reimbursement and shall not be liable for grant disallowance caused by CCSWCD's or its Contractor's failure to comply with procurement, documentation, payment, or grant requirements.

6.5 Engineering Costs Upon City Cancellation

If the City voluntarily terminates the Project for convenience after authorizing engineering work, the City shall be responsible only for its approved share of reasonable, documented, non-cancellable engineering costs incurred before the effective termination date.

The City shall not be responsible for additional engineering costs if termination results from:

- Loss or material reduction of grant funding;
- CCSWCD breach;
- Inability to obtain required permits;
- Material Project infeasibility;
- Bids exceeding available funds;
- Design error or deficiency;
- Materially changed site conditions;
- CCSWCD termination without cause; or
- An emergency or legal prohibition preventing completion.

Upon payment of any engineering costs chargeable to the City, the City shall receive copies of all plans, surveys, calculations, specifications, and other design materials produced for the Project, together with a license to use them to the extent permitted by the design professional's contract and applicable professional standards.

SECTION 7: CONSTRUCTION CONTROL AND SITE PROTECTION

7.1 Construction Means and Methods

Each Contractor is solely responsible for its construction means, methods, sequencing, safety precautions, supervision, personnel, equipment, and compliance with applicable law.

Neither City review nor CCSWCD inspection transfers those responsibilities to the City.

7.2 City Stop-Work Authority

The City may direct an immediate temporary stop to work when the City reasonably determines that work:

- Creates an imminent risk to public health or safety;
- Threatens City property or utilities;
- Materially interferes with unauthorized areas of the park;
- Is inconsistent with approved plans;

- Violates a permit; or
- Presents a material environmental risk.

The Parties shall promptly confer to determine the corrective action and conditions for resuming work.

7.3 Changes and Additional Work

No change order affecting City cost, Project scope, public access, Project function, appearance, maintenance, or useful life is valid without the City's prior written approval.

Emergency work necessary to protect life, safety, property, or the environment may proceed without prior approval only to the extent reasonably necessary to stabilize the condition. CCSWCD shall notify the City as soon as practicable.

7.4 Protection and Restoration

CCSWCD shall require its Contractors to:

- Protect existing City facilities, trees, utilities, landscaping, and improvements;
- Maintain safe public access where reasonably practicable;
- Secure work and staging areas;
- Repair damage caused by Project activities;
- Remove debris and unused materials; and
- Restore disturbed areas in accordance with approved plans.

SECTION 8: INSPECTION, CORRECTION, AND ACCEPTANCE

8.1 Defective or Nonconforming Work

CCSWCD shall require each responsible Contractor to remove, repair, replace, or re-execute work that does not conform to the approved Contract Documents.

Responsibility for correction shall not extend to damage solely caused by:

- Ordinary wear after acceptance;
- City failure to perform required maintenance;
- Vandalism not caused by a Contractor;
- Unauthorized modification by the City; or

- A casualty or extreme event beyond the Contractor's contractual responsibility.

8.2 Contractor Warranty

Unless a longer period is required by the procurement documents or manufacturer's warranty, CCSWCD shall require Contractors to provide a minimum one-year correction-of-work warranty measured from final acceptance.

Any longer BMP lifespan requirement is a design and maintenance requirement and does not automatically impose a ten-year workmanship warranty unless expressly stated in the applicable procurement contract.

8.3 Conditions of Final Acceptance

The Project shall not be finally accepted until the City and CCSWCD receive, as applicable:

- Project Designer certification of substantial and final completion;
- Confirmation of conformance with approved plans and specifications;
- Completion of all punch-list items;
- Required regulatory approvals;
- As-built drawings;
- Warranties and manufacturer information;
- Final Operation and Maintenance Plan;
- Contractor insurance and closeout documentation;
- Required payment or lien-related documentation;
- Restoration of disturbed areas; and
- Written acceptance by both CCSWCD and the City.

CCSWCD certification alone does not require the City to accept visibly defective or materially nonconforming work.

8.4 Assignment of Warranties

To the extent permitted by the applicable Contractor agreements, CCSWCD shall assign or extend to the City the benefit of all warranties relating to installed BMPs, materials, and equipment.

SECTION 9: INSURANCE, BONDING, AND CONTRACTOR PROTECTION

9.1 CCSWCD Insurance

Before entering the Project Site, CCSWCD shall provide the City with evidence of insurance or other authorized risk coverage applicable to CCSWCD's Project activities.

9.2 Contractor Insurance

CCSWCD shall require each Contractor retained by CCSWCD to maintain the insurance applicable to its work and specified in Exhibit F, including, where applicable:

- Commercial general liability;
- Automobile liability;
- Workers' compensation;
- Disability benefits coverage;
- Employer's liability;
- Umbrella or excess liability;
- Professional liability for design services;
- Builder's risk or installation coverage.

Where commercially available and appropriate, the City shall be included as an additional insured on a primary and noncontributory basis for liability arising from the Contractor's work, excluding professional liability coverage.

9.3 Bonds

CCSWCD shall determine, in consultation with its counsel and the City, whether performance bonds, payment bonds, or other security are required by law, Grant Program requirements, or the procurement documents. Required bonds shall be obtained before construction commences.

9.4 Proof of Coverage

Certificates and required endorsements shall be delivered to the City before the applicable Contractor enters the Project Site. Failure to provide required proof is grounds for withholding site access.

SECTION 10: RESPONSIBILITY FOR CLAIMS

10.1 Independent Governmental Entities

The City and CCSWCD are independent governmental entities. Neither Party is an employee, agent, partner, joint venturer, or representative of the other, and neither Party may bind the other except as expressly authorized in writing.

10.2 Fault-Based Responsibility

To the fullest extent permitted by law, each Party shall be responsible for the acts and omissions of its own officers, employees, agents, and Contractors.

Neither Party assumes responsibility for the negligence, gross negligence, willful misconduct, breach of contract, statutory violation, or unauthorized action of the other Party or of Contractors retained by the other Party.

10.3 CCSWCD Contractors

CCSWCD shall require its Contractors, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City and its officers and employees from third-party claims, damages, losses, and expenses arising from:

- The Contractor's negligent acts or omissions;
- The acts or omissions of its subcontractors;
- Violation of law;
- Bodily injury or property damage caused by its work;
- Environmental contamination caused by its work; or
- Breach of its contract.

10.4 Preservation of Legal Protections

Nothing in this Agreement:

- Waives any defense, immunity, limitation, notice requirement, or legal protection available to either Party;
- Creates liability where none otherwise exists;
- Requires either Party to indemnify another for that other person's own negligence or misconduct; or
- Creates a contractual relationship between the City and the State of New York.

10.5 No General Release

Except for claims expressly settled in a separate written instrument, neither Party gives a general release of claims arising from the other Party's performance or nonperformance of this Agreement.

SECTION 11: TERMINATION AND SUSPENSION

11.1 Termination for Cause

Either Party may terminate this Agreement for a material breach by the other Party if:

Written notice describes the breach in reasonable detail; and

The breaching Party fails to cure within 15 days after receipt of notice.

If the breach cannot reasonably be cured within 15 days, termination may be avoided if the breaching Party begins cure within that period and diligently proceeds to completion.

Immediate suspension or termination is permitted for fraud, unlawful conduct, abandonment, or an imminent threat to health, safety, property, or the environment.

11.2 Termination for Convenience

Either Party may terminate this Agreement without cause on 30 days' written notice.

11.3 Funding or Feasibility Termination

The City may terminate without penalty if:

- Grant funding is withdrawn or materially reduced;
- Required permits cannot reasonably be obtained;
- Bids exceed available Project funds;
- The approved Project becomes materially infeasible;
- Required City authorization is not obtained; or
- The Parties cannot agree upon a necessary revised scope or budget.

11.4 Obligations Upon Termination

Upon termination, the Parties shall:

Stop affected work in a safe and orderly manner;

Minimize environmental impacts;

Secure and stabilize the Project Site;

Prepare an itemized statement of completed work and non-cancellable commitments;

Preserve Project records;

Return or dispose of grant-funded materials as directed by the funding agency; and
Restore the Project Site to a safe condition.

If CCSWCD terminates without cause, CCSWCD shall remain responsible, to the extent of available Project funds and its contractual responsibility, for authorized costs, demobilization, and site stabilization arising from CCSWCD's contracts.

11.5 Grant Repayment

The City shall not be required to refund grant funds except to the extent:

Repayment is expressly required by Grant Program terms attached to this Agreement;

The requirement results from the City's material breach or failure to perform an accepted maintenance obligation;

CCSWCD gives the City notice and an opportunity to cure; and

The amount is supported by documentation from the funding agency.

The City is not responsible for repayment caused by CCSWCD's or its Contractor's procurement, documentation, billing, certification, or compliance failure.

SECTION 12: RECORDS, AUDIT, AND TAX DOCUMENTATION

12.1 Project Records

CCSWCD shall maintain complete Project and grant-administration records for the period required by applicable law and Grant Program requirements. The City may inspect and copy Project records on reasonable notice, subject to legally protected material.

12.2 City Records

The City shall maintain documentation supporting its cash and in-kind contribution and provide copies reasonably required for Grant Program reporting.

12.3 Tax Reporting

The Parties' fiscal officers shall determine whether any federal or state tax-reporting form is required. CCSWCD shall not issue a Form 1099 to the City solely for amounts paid directly to Contractors unless CCSWCD determines that such reporting is legally required.

The City shall provide its federal employer identification number if required. No Social Security number shall be requested from an individual City officer signing in an official capacity.

SECTION 13: GENERAL PROVISIONS

13.1 Notices

Notices must be in writing and delivered personally, by recognized overnight carrier, by certified mail, or by email with confirmation of receipt.

If to the City:

Jenny Haines, City Manager
City of Auburn
24 South Street
Auburn, New York 13021
Email: jhaines@auburnny.gov

With a copy to:

Nate Garland, Corporation Counsel
City of Auburn
24 South Street
Auburn, New York 13021
Email: ngarland@auburnny.gov

If to CCSWCD:

[NAME/TITLE]

Cayuga County Soil and Water Conservation District
7413 County House Road
Auburn, NY 13021
Email: [EMAIL]

13.2 Governing Law and Venue

This Agreement is governed by New York law. Any proceeding concerning this Agreement shall be brought in a court of competent jurisdiction located in Cayuga County, New York, subject to applicable venue requirements and defenses.

13.3 Compliance With Law

Each Party shall comply with the laws applicable to its own performance. CCSWCD shall require its Contractors to comply with applicable public-works, labor, wage, safety, environmental, licensing, procurement, and nondiscrimination requirements.

13.4 Assignment

Neither Party may assign this Agreement without the other Party's prior written consent, except to a lawful successor governmental entity.

CCSWCD shall not grant a Contractor access or rights broader than those necessary to perform approved Project work.

13.5 No Third-Party Beneficiaries

This Agreement is for the benefit of the Parties only. It does not create enforcement rights in any Contractor or other third party.

13.6 Entire Agreement

This Agreement and its completed exhibits constitute the entire agreement between the Parties concerning the Project. Prior drafts, embedded comments, discussions, and informal understandings are not binding.

13.9 Severability

If a provision is determined to be invalid or unenforceable, the remaining provisions remain effective to the extent permitted by law.

13.10 No Waiver

Failure to enforce a provision is not a waiver of the right to enforce that provision later.

13.11 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by authorized electronic signature, each of which is deemed an original.

13.12 Authority

Each signatory represents that the signatory has been duly authorized to execute this Agreement on behalf of the represented Party.

SIGNATURES

CITY OF AUBURN, NEW YORK

By: _____

Name: James N. Giannettino, Jr.

Title: Mayor

Date: _____

CAYUGA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By: 

Name: Doug Kierst

Title: _ Executive Director, CCSWCD

Date: _ 9/1/26

REQUIRED EXHIBITS

- Exhibit A: Project Scope and Plan of Work
- Exhibit B: Final Project Budget and Funding Plan
- Exhibit C: Project Schedule
- Exhibit D: Final Plans and Technical Specifications
- Exhibit E: Operation and Maintenance Plan
- Exhibit F: Insurance, Indemnification, and Bonding Requirements
- Exhibit G: Grant Terms and Applicable CCSWCD Policies
- Exhibit H: Permit and Approval Responsibility Matrix



COUNCIL MEMORANDUM

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

TO: Honorable Mayor and Members of City Council
FROM: Christina Selvek, Director of Capital Projects and Grants
DATE: September 10, 2026
RE: Grant Resolution #103 of 2026 Accepting Funding from the Governor's Traffic Safety Committee for the Auburn Police Department

Background:

The New York State Governor's Traffic Safety Committee (GTSC) Police Traffic Services (PTS) program is a federally funded grant initiative designed to reduce motor vehicle crashes, injuries, and fatalities by providing local, county, and state law enforcement agencies with resources for targeted traffic enforcement. The primary purpose of the PTS program is to mitigate local traffic safety issues through data-driven enforcement campaigns such as "Buckle Up NY", "Click It or Ticket" as well as Speed Awareness Weeks. The program funding is capped at \$49,000 per agency over a one-year grant period. The City of Auburn Police Department has received previous awards from this grant program.

In April 2026, the APD submitted a grant request for funding assistance from the NYS GTSC PTS program for the traffic enforcement division to participate in statewide high-visibility enforcement efforts including the annual "Click IT or Ticket" and to fund targeted interventions in "hot spot" areas within the City. This is a data driven grant program based on historical data of unsafe speed, distracted driving, and aggressive driving statistics for the City. On August 20, 2026 the City received a grant award letter with an allocation of \$29,400 (see attached). There is no match for this program. This is a reimbursement program for APD personnel time spent on traffic enforcement. No equipment is purchased with this program.

Staff Recommendation:

At this time, City staff recommends the City Council accept the FY2027 NYS GTSC PTS grant funding for the period of October 1, 2026 to September 30, 2027 in the amount of \$29,400 to cover personnel costs associated with this program.

Fiscal Implications:

Accepting this grant funding would authorize the City Comptroller to recognize grant revenue from the NYS GTSC PTS program in the amount of \$29,400 into revenue account A99 359

GOVTS and to appropriate the funds into the Police Department expense account A3120 150
GOVTS.

GRANT RESOLUTION #103 OF 2026

**ACCEPTING FUNDING FROM THE NYS GOVERNOR’S TRAFFIC SAFETY
COMMITTEE FOR THE AUBURN POLICE DEPARTMENT**

By Councilor _____

September 10, 2026

WHEREAS, the Auburn Police Department (APD) is a local law enforcement agency committed to enhancing the quality of life in the City of Auburn by participating in Statewide programs that improve highway safety and reduce serious injuries due to crashes; and

WHEREAS, in April 2026 the APD submitted an application to the NYS Governor’s Traffic Safety Committee (NYS GTSC) for funding assistance to support traffic enforcement and community programs within the City of Auburn; and

WHEREAS, in August 2026 the APD received notification of a 2027 NYS GTSC Police Traffic Services (PTS) Program grant award in the sum of \$29,400.00 that reimburses local jurisdictions for supplemental, overtime traffic enforcement/ engagement hours by police departments for a one-year grant contract period starting October 1, 2026; and

WHEREAS, based upon this award notification the APD anticipates spending up to \$29,400.00 on traffic enforcement details that include, but are not limited to, the “Buckle Up New York”, “Click It or Ticket” and regular Police Traffic Enforcement crash hot-spots.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Auburn hereby accepts the FY 2027 NYS Governor’s Traffic Safety Committee (GTSC) Police Traffic Services (PTS) Program Grant in the amount of \$29,400.00 to be budgeted in expense account A3120 150 GOVTS; and

BE IT FURTHER RESOLVED that the City Comptroller is authorized to recognize grant funding from the NYS GTSC PTS program in the amount of \$29,400.00 in revenue account A99 359 GOVTS; and

BE IT FURTHER RESOLVED that the Auburn Police Department is authorized to execute the grant contract and facilitate the grant program, reimbursement vouchers and act on all matters pertaining to the grant on the City’s behalf.

Seconded by Councilor: _____

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



**Department of
Motor Vehicles**

KATHY HOCHUL
Governor

CHRISTIAN JACKSTADT
Acting Commissioner

RENÉE BORDEN
Director

August 20, 2026

Gregory Gilfus
Project Director
Auburn City Police Department
46 North Street
Auburn, NY 13021-3604

Re: PTS-2027-Auburn City PD-00113-(006)
Police Traffic Services
T007555
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2026

Dear Project Director Gregory Gilfus:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Auburn City Police Department has been awarded a total of \$29,400 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$4,200
Regular PTS Enforcement	\$25,200
Other Than Personal Services	\$0
Grand Total	\$29,400

Before incurring any project-related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town, or Village, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee.

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Renée Borden
Director

RB:bp
Enclosure
cc: Robert Gauthier

TrafficSafety.ny.gov



COUNCIL MEMORANDUM

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

TO: Honorable Mayor and Members of City Council
FROM: Matthew Androsko, Police Chief
DATE: September 10, 2026
RE: Grant Resolution #104 of 2026 Authorizing an Application for and Acceptance of a Grant from the Firehouse Subs Public Safety Foundation, Inc. for Police Equipment

Background:

The Firehouse Subs Public Safety Foundation was founded in 2005 in the aftermath of Hurricane Katrina. The Firehouse Subs founders traveled to Mississippi, where they fed first responders and survivors. After providing this service, the founders created the Firehouse Subs Public Safety Foundation. The founders wished to provide lifesaving equipment, prevention education, scholarships, and disaster relief to public safety agencies and organizations.

In preparation for the grant opening, the Auburn Police Department will apply for funding to purchase the following items totaling \$40,000:

- Rifle-rated ballistic vests
- Ballistic helmets
- Rifle-rated ballistic shields

The primary purpose of the funding is to provide lifesaving equipment to the Auburn Police Department's Crisis Negotiation Team and Drone Operators for use during critical incidents involving weapons capable of defeating standard patrol body armor.

Staff Recommendation:

At this time, City staff is requesting authorization from the City Council to apply for funding through the Firehouse Subs Public Safety Foundation Grant program, which opens October 8th, 2026.

Fiscal Implications:

To authorize the City Comptroller to recognize grant revenue from the Firehouse Subs Public Safety Foundation grant and to appropriate the funds into the Police Department expense account A3120 412.

GRANT RESOLUTION #104 OF 2026

AUTHORIZING AN APPLICATION FOR AND ACCEPTANCE OF A GRANT FROM THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION, INC. FOR POLICE EQUIPMENT

By Councilor _____

September 10, 2026

WHEREAS, the City of Auburn Police Department desires to participate in the Firehouse Subs Public Safety Foundation, Inc grant program; and

WHEREAS, the purpose of this grant is to ensure police departments' have access to tools needed to fight crime and protect United States citizens; and

WHEREAS, the Grant Program funding cap for the City of Auburn is set at \$40,000 with no match requirement of applicants; and

WHEREAS, for the purposes of this funding solicitation the City of Auburn Police Department is proposing to procure emergency safety equipment up to the maximum eligible award of \$40,000 with a tentative start date during the First Quarter of 2027.

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

1. That the Chief of Police, or approved designee, is hereby authorized to submit the grant application, execute all necessary contracts, agreements, and amendments with Firehouse Subs Public Safety Foundation Inc on behalf of the City of Auburn; and

2. Upon approval of the grant by Firehouse Subs Public Safety Foundation Inc, the City of Auburn is authorized to accept the grant award in an amount up to \$40,000 and that the City Comptroller is authorized to appropriate and account for these funds during the grant contract period.

3. That this resolution shall take effect immediately upon its adoption.

Seconded by Councilor _____

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