

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



Auburn City Council AGENDA

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

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 July 9, 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. Proclamation from Mayor James N. Giannettino, Jr. Recognizing the Auburn Track Team
- 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. Council Resolution# 74 of 2026 Urging NYS Governor Kathy Hochul to Sign Legislation related to a Moratorium on Data Centers in New York State
- 13.B. Council Resolution #75 of 2026 Authorizing the Sale of Surplus Vehicles Pursuant to the 2026 City Capital Asset Policy
- 13.C. Agreement Resolution #76 of 2026 Authorizing the School Resource Officer (SRO) Contract with AECSD
- 13.D. Financial Resolution #77 of 2026 Closing Multiple Capital Accounts
- 13.E. Land Sale Resolution #78 of 2026 Authorizing the Sale of Real Property at 10 Nelson Street
- 13.F. Grant Acceptance Resolution #79 of 2026 Accepting Funding from the FY26-27 NYS Division of Criminal Justice Services (DCJS) Gun Violence Elimination Initiative (GIVE) Program

14. Tabled Items

15. Staff/Vendor Presentations

16. Other Business from the Council

17. Adjournment



City of Auburn PROCLAMATION

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, the Mayor of the City of Auburn, joined by the members of the Auburn City Council, on behalf of the citizens of Auburn, do hereby proclaim the day of July 9, 2026 as

AUBURN HIGH SCHOOL MAROONS TRACK & FIELD AND CROSS COUNTRY DAY

in the City of Auburn, and we call upon all residents to recognize and celebrate the achievements of the Auburn High School Maroons student-athletes and coaches, and to commend the program for historic success, sportsmanship, and excellence.



In witness whereof I have hereunto set my hand and caused the seal of the City of Auburn to be affixed this Ninth day of July 2026.

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: Nate Garland Esq., Corporation Counsel
DATE: July 9, 2026
RE: Council Resolution# 74 of 2026 Urging NYS Governor Kathy Hochul to Sign
Legislation related to a Moratorium on Data Centers in New York State

Background:

At the request of Mayor Giannettino the attached resolution has been prepared for City Council consideration at the July 9, 2026 Council meeting.

Staff Recommendation:

Fiscal Implications:

COUNCIL RESOLUTION #7 4 OF 2026
URGING ENACTMENT OF A ONE-YEAR MORATORIUM ON NEW DATA CENTER
CONSTRUCTION IN NEW YORK STATE

By Councilor: _____

July 9, 2026

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

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

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

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

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

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

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

WHEREAS, data centers produce very few permanent jobs; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City of Auburn does hereby urge Governor Kathy Hochul to sign the Responsible Data Center Development Act (S.10642 / A.11560) into

law, establishing a one-year moratorium on the construction of new data centers in New York State; and

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

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

Seconded by: _____

	Ayes	Noes
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: Mark Fritz, Fire Chief
DATE: July 9, 2026
RE: Council Resolution #75 of 2026 Authorizing the Sale of Surplus Vehicles Pursuant to the 2026 City Capital Asset Policy

Background:

On January 8, 2026, City Council passed Council Resolution No. 5 of 2026, authorizing the adoption of a City of Auburn Capital Asset Policy. This Policy requires that the sale of surplus vehicles be approved by City Council.

There are two city-owned vehicles assigned to the Auburn Fire Department that have been determined to be surplus, and no longer of use to the Department or City. They are Auburn Fire Department Engine #1 and Car#5.

Staff Recommendation:

City staff recommends that City Council authorize the sale of these two surplus vehicles.

Fiscal Implications:

There is no use of the fund balance requested.

COUNCIL RESOLUTION #75 OF 2026

AUTHORIZING THE SALE OF SURPLUS VEHICLES PURSUANT TO THE 2026 CITY CAPITAL ASSET POLICY

By Councilor _____

July 9, 2026

WHEREAS, on January 8, 2026, the City Council of the City of Auburn passed Council Resolution No. 5 of 2026, which adopted a City of Auburn Capital Asset Policy; and

WHEREAS, the Capital Asset Policy requires that the sale of surplus vehicles be approved by City Council; and

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

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

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

Seconded by Councilor _____

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

Attachment A

1. 1993 Spartan, Saalsbury Fire Pumper, VIN: 4S7AT9D00PC008827
2. 2025 Ford Taurus 4DSD, VIN: 1FAHP2MK0FG122692

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: July 9, 2026
RE: Agreement Resolution #76 of 2026 Authorizing the School Resource Officer (SRO) Contract with AECSD

Background:

The City of Auburn Police Department has contracted with the Auburn Enlarged City School District to provide School Resource Officers since September 21, 2000. The current contract with the School District expired June 30, 2026. Through negotiations with the school district a new five year contract was negotiated. Under the terms of the contract the School District will reimburse the City of Auburn for Wages and Fringe benefits for staff assigned to the Schools or special events held by the school.

Staff Recommendation:

Fiscal Implications:

The revenue and associated costs for this program are included in the 2026-2027 budget.

AGREEMENT RESOLUTION #76 OF 2026

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

By Councilor _____

July 9, 2026

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

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

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

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

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

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

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

Seconded by Councilor _____

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

AGREEMENT

THIS AGREEMENT is made effective July 1, 2026, and entered into by and between the CITY OF AUBURN, having its principal offices at Memorial City Hall, 24 South Street, Auburn, New York 13021 (hereinafter referred to as the "CITY") and the AUBURN ENLARGED CITY SCHOOL DISTRICT, having its principal offices at 78 Thornton Avenue, Auburn, New York 13021 (the "School District" or "AECSD").

WHEREAS, AECSD and the Auburn Police Department ("APD"), together with the Cayuga County Schools/Healthy Students Partnership, Inc. entered into a Memorandum of Understanding, dated September 21, 2000, whereby APD agreed to assign School Resource Officers ("SRO") to the schools of the AECSD to create a safe and secure environment for students and staff through law enforcement, deterrence and education; and

WHEREAS, the funding for the SRO Program (the "Program"), which was provided under the United States Department of Education, Health and Human Services, and Justice has expired; and

WHEREAS, the AECSD and the CITY recognize the Program's success and the positive benefits to the community, particularly to the students of the AECSD and find that the continuation of the Program is in the best interest of the community; and

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

WHEREAS, the AECSD and the CITY have agreed to continue this program for the period from July 1, 2026 through June 30, 2031

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

WHEREAS, the AECSD and the City are both deemed to be "municipal corporations" as that term is defined by GML §119-n (a); and

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

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AECSD and the CITY hereby agree as follows:

1. **PROGRAM GOALS.** The goals of the Program are as follows:

- (a) To promote communication and cooperation and to establish a partnership among students, staff, community and law enforcement;

- (b) To assist AECSD to create a safe and secure environment for students and staff through law enforcement, deterrence and education;
- (c) To promote positive attitudes toward laws, education and responsibility; and
- (d) To identify and refer students with specific needs to appropriate programs and counseling.
- (e) Provide a law enforcement resource to students, teachers, school administrators and parents, so as to increase student awareness about crime prevention, internet safety, conflict resolution, violence prevention and peer mediation;
- (f) Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety;
- (g) Facilitate crime prevention, law enforcement, and security consultation;
- (h) Build lines of communication and promote positive attitudes between students and the Auburn Police Department;
- (i) Provide a confidential counseling resource to students who may be experiencing a variety of school, family, or social problems;
- (j) Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior (including, but not limited to, the use of alcohol, drugs, and/or tobacco, as well as issues involving peer pressure, gang activity, sexual activity, etc.); and
- (k) Provide a positive role model for students.

2. **TERM.** The term of this Agreement shall commence July 1, 2026, and continue thereafter in full force and effect through June 30, 2031.

3. STAFFING.

- (a) **SCHOOL RESOURCE OFFICERS ("SROs"):** The City agrees to provide three (3) full time SROs, and five (6) full time SPOs, assigned as follows:
 - 1. One (1) SRO and One (1) Supervisor SRO to Auburn High School;
 - ii. One (1) SRO and One (1) SPO to Auburn Junior High School; and
 - iii. Five (5) SPO's assigned to each of the five (5) AECSD' s elementary schools;
 - iv. The total number of SPOs shall be at least (6) six to assist the City with coverage issues and substitutes needed to fill open vacancies at the schools when needed.
 - v. The City agrees to provide Special Patrol Officers, who shall provide coverage equivalent to two (2) full-time positions or eighty (80) hours per week.
- (b) SPOs are a way to supplement the coverage of services provided to AECSD, but are not meant, in any way, to reduce the numbers of SROs or to negatively affect Police Officer staffing numbers that are set forth in the City of Auburn Police Department budget.

4. DUTIES.

- (a) **School Resource Officers.** The responsibilities and duties of the SROs, shall include, but not be limited to the following:
- (i) Abide by AECSD policies except to the extent such policies conflict with the Officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger;
 - (ii) At the request of the Superintendent of Schools or his/her designee, observe any administrative searches on school grounds which could affect the safety of students or staff involved;
 - (iii) Assist school officials in maintaining general order on school grounds. However, the SRO shall not be involved in the direct enforcement of disciplinary actions that do not constitute violations of the law. The SRO shall not be expected or asked to detain or take into physical custody any student who has only violated an AECSD policy. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense or who are suffering from a mental health crisis. If a crime has been committed, school officials will promptly notify the SRO, and the SRO will assume primary responsibility for any investigation related to such. The SRO shall not be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is resolved;
 - (iv) Should it become necessary to conduct formal law enforcement interviews with the students, the SRO shall adhere to AECSD policy, APD policy, and legal requirements with regard to such interviews;
 - (v) Seize and dispose of any illegal substance or contraband seized by school officials not required for evidence in prosecution;
 - (vi) Handle all calls for service, including but not limited to false alarms and/or bomb threats, on the school grounds during school hours whether dispatched by the Cayuga County 911 Center or school officials. The SRO reserves the right, after consultation with APD, to request assistance from the police department road patrol, or another law enforcement agency, as necessary, including the use of APD K-9 units, if a situation warrants;
 - (vii) Develop a rapport with students and a working relationship with student organizations, faculty, staff members, AECSD administrators, and community members;
 - (viii) Attend regular meetings of faculty and parent groups during regular school days and hours to solicit their support and understanding of the SRO program, to offer advice when requested and to promote awareness of the law enforcement function both in and out of school;

- (ix) Develop, in consultation with the school principal, plan and strategies to prevent and/or minimize dangerous situations on or near school property or involving AECSD students at school related activities;
 - (x) Attend parent, faculty, student, administration or other meetings to provide information regarding the Program and provide opportunities for involvement and support during regular duty hours as set forth in paragraph 4;
 - (xi) Provide information regarding community programs so that proper referrals can be made and appropriate assistance accessed. These programs may include mental health clinics, drug treatment centers, etc. The SRO may make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, staff, and administrators of schools. The SRO shall refer students to the school counselor as needed. Referral guidelines are determined by the school administrator;
 - (xii) Maintain confidentiality of any personal information or AECSD records obtained, and shall not disclose the information except as provided by law or court order; and
 - (xiii) Perform other duties which will promote the goals of the Program and which are mutually agreed upon by AECSD and the CITY.
 - (xiv) Provide instruction to students in areas of law enforcement or in related programs such as Alive@25.
 - (xv) The SRO shall comply with all applicable laws, regulations, and AECSD policies regarding corporal punishment of students and the use of physical restraints on students. Corporal punishment, meaning any act of physical force upon a student for the purpose of punishing that student, shall be prohibited. Physical restraint shall only be used in a situation in which immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others. Physical restraint must be discontinued as soon as imminent danger of serious physical injury is over and may not be used in a manner that restricts students ability to breathe or communicate or harms the student. This section shall not apply when a student is under arrest, in which case the SRO is acting in the capacity of law enforcement and may use handcuffs as necessary for the safety of the student and others.
 - (xvi) The SRO shall not detain or question students about their immigration status.
- (b) **Special Patrol Officers:** The responsibilities and duties of the SPOs, shall include, but not be limited to the following:
- (i) Patrol and observe all areas of the assigned School(s) and corresponding grounds;
 - (ii) Be visible and available to the students, faculty, and administration;

- (iii) Assist school officials in maintaining general order on school grounds. However, the SF shall not be involved in the direct enforcement of disciplinary actions that do not constitute violations of the law. The SPO shall not be expected or asked to detain or take into physical custody any student who has only violated an AECSD policy. It shall be understood and agreed that a SPO, as a law enforcement officer, can only detain or take into physical custody the students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense or who are suffering from a mental health crisis. If a crime has been committed, school officials will promptly notify the SPO, and the SPO will assume primary responsibility for any investigation related to such. The SPO shall not be used for regularly assigned lunchroom duties, hall monitoring or other monitoring duties. If there is a problem area, the SF may assist the school until the problem is resolved;
- (iv) Keep the peace and help maintain a safe and orderly school community;
- (v) Develop and maintain a positive and open relationship with students, faculty and parents through continuous visibility during the school day and ongoing interactions with the students;
- (vi) Present educational programs to students on various topics, including conflict resolution, crime awareness, anger management, etc.;
- (vii) Present educational programs to School employees, parents and School Board Members;
- (viii) Build community relationships by serving as liaison between the City (which includes the Auburn Police Department) and the School District;
- (ix) Survey the needs of the Schools and address crime and disorder problems, as well as drug activities affecting or occurring in or around the Schools;
- (x) Assist Schools with security concerns and identify physical changes in the environment that may reduce crime in or around the Schools;
- (xi) Develop or expand crime prevention efforts for students;
- (xii) Educate potential school-age victims in crime prevention and safety;
- (xiii) Assist in the development of School policies that address crime issues and recommend procedural change(s), where appropriate;
- (xiv)
- (xv) Assist Schools in meeting safety and security goals and any related requirements mandated by New York State Law;
- (xvi) Take appropriate law enforcement action with regard to any criminal activities that the SPO observes or that are reported directly to the SPO, including investigation of any

suspected or actual criminal activity that might otherwise be investigated by a local police agency;

(xvii) Investigate other emergency situations and summon aid and assistance as needed (e.g., Fire Department, ambulance, etc.); and

xviii) The SPO shall not be responsible for, or have authority to, enforce School rules, except to the extent reasonably necessary to perform the specific duties in this Section or otherwise described in Section 1 of the Agreement. Matters of school discipline shall be referred to the appropriate School Principal or School District Administrator for further review and action.

SPO's shall be assigned to extracurricular activities in the same manner as SROs as delineated in the first and third paragraphs of Section 6(b) of the Agreement.

(xvii) The SPO shall comply with all applicable laws, regulations, and AECSD policies regarding corporal punishment of students and the use of physical restraints on students. Corporal punishment, meaning any act of physical force upon a student for the purpose of punishing that student, shall be prohibited. Physical restraint shall only be used in a situation in which immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others. Physical restraint must be discontinued as soon as imminent danger of serious physical injury is over and may not be used in a manner that restricts students ability to breathe or communicate or harms the student. This section shall not apply when a student is under arrest, in which case the SPO is acting in the capacity of law enforcement and may use handcuffs as necessary for the safety of the student and others.

(xv) The SPO shall not detain or question students about their immigration status.

5. SUPERVISORY AUTHORITY & ASSIGNMENTS

(a) **Supervision.** The SROs and SPOs assigned to AECSD shall be under the direct and sole supervision and authority of the City's Chief of Police and other command officers within the Auburn Police Department. The assigned SROs and SPOs shall report first to the SRO Supervisor or designee named by the Chief of Police, who shall be the direct liaison between the AECSD and the APD. The assigned SROs and SPOs shall comply with all general and specific policies or protocol/procedure directives prepared by the Auburn Police Department. As a professional courtesy, the Auburn Police Department will share a copy of any policy or protocol/procedure direction with the School District. The foregoing notwithstanding, AECSD acknowledges the specialized nature of law enforcement and police practices and procedures and in this regard that the SROs and SPOs must, at all times, be under the ultimate supervisory control and authority of the Auburn Police Department command structure. For avoidance of doubt, any request by AECSD that an SRO/SPO participate in a School District administrative matter (including, without limitation, any administrative interview, search, or seizure) shall be treated as a request for assistance only and shall not be construed as supervisory direction or control over the SRO/SPO or the City. The City retains sole discretion to determine whether and how an SRO/SPO may assist, consistent with applicable law and Auburn Police Department policies, procedures, and training.

- (b) Assignments. The assignments SROs and SPOs shall be at the sole discretion of the Chief of Police, or named designee, provided they are selected from among those who have received or will receive appropriate training, Assignment of Police Officers must be done within the provisions set forth in the Collective Bargaining Agreement between the City of Auburn and New York Finger Lakes Region Police Officers Local 195 and Council 82. The Superintendent may be involved and included in all interviews of SRO and SPO officers, and their opinion shall be considered by the Chief when determining assignments.
- (c) Substitutions: The City agrees to provide trained substitutes, where possible, if an assigned SRO or SPO is absent for more than five (5) school days. The City also agrees to provide AECSD, upon request, with a list of absences, including absences for training, by officer.

6. REGULAR DUTY HOURS

(a) Normal School Hours. SROs and SPOs shall be assigned to the schools on a fulltime basis of eight (8) hours per day, (consistent with the normal operating hours of the assigned school), with one (1) hour lunch break, when time permits, on those days that the schools are in regular session, based upon 183 school days, excepting AECSD holidays and vacations. The primary purpose of the Program is to provide services during normal school hours and days which are calculated at 183 days for each school year of the term of this contract. Officers assigned to AECSD will report to their respective buildings starting the first day teachers are assigned back in September and ending on the Wednesday after the Auburn High School Graduation. The schedule of the SROs will be Monday – Friday with weekends off (5/2 schedule). The schedule for a SRO differs from the defined schedule in the Collective Bargaining Agreement Article VII, Section 1; which defines a regular work week as a 4/2 schedule. It is understood that school is in session Monday through Friday and this requires a 5/2 schedule. Officers expressing interest in being part of this program understand that they will work additional days. Officers that request to be part of the program will be expected to remain in the program for no less than 2 years unless removed by the Chief of Police or designee.

(b) Extra-curricular Activities. As part of this agreement, SROs shall be assigned by the AECSD to school activities, events or extra-curricular activities outside of regular school hours. An SRO so assigned may not be reassigned or substituted for without the consent of the Superintendent of Schools. In the event that the requested number of SROs to cover an event is unavailable, the AECSD may choose to substitute SPOs to provide the necessary coverage.

The AECSD and the Chief of Police have agreed to the number of SROs needed at events as outlined below:

EVENT	Number of SROs
Auburn HS Football Games	5 SRO/SPO/Officers + SRO Supervisor
Auburn HS Basketball Games	2
Auburn HS Hockey Games	2
Auburn HS Graduation	3 + SRO Supervisor
Auburn HS Proms & Dances	2+SRO Supervisor
Auburn Junior HS Dances	1 SRO/SPO per request and approval from the

	school administrator.
Student Government Organization Events	1 SRO/SPO per request and approval from the school administrator.
Auburn Junior HS Modified Basketball Games	1 SRO/SPO per request and approval from the school administrator.
Auburn Junior HS Graduation	1 SRO/SPO per request and approval from the school administrator.
Elementary Dances (When Requested by School Administrator)	1 SRO/SPO per request and approval from the school administrator.
Elementary Student Government Organization Events (When requested by School administrator)	1 SRO/SPO per request and approval from the school administrator.
Parent/Teacher Conferences	1 SRO/SPO per request and approval from the school administrator.

- (c) Non-Student Attended School Days. Notwithstanding anything to the contrary contained herein, the City agrees to make available, the services of SROs or SPOs to conduct teacher development seminars during non-student attended school calendar days, at such times and frequency as mutually agreed between the parties. The City may temporarily reassign a SRO or SPO during a period of a law enforcement emergency, as determined by the CITY, in its sole discretion.
- (d) Weather Related Cancellations: In the event of a weather related cancellation, an SPO will be paid for the day. SRO's are required to report to Auburn Police Department's Patrol Division, or utilize an accrual for the day.

- (e) In an event of a threat or investigation at the schools and the district cancels school the SRO and SPO's will still respond to their respective schools for duty for the investigation and security purposes.

7. TRAINING/ OUALIFICATIONS:

Any individual performing services under this Agreement shall be, and shall remain at all times, properly licensed and/or credentialed as a police officer or peace officer in accordance with applicable New York State law. In addition, all SROs and SPOs shall be required to complete School Resource Officer School (SRO).

Upon request, the City shall provide the AECSD with copies of any license(s) and/or credential(s) for the SROs or SPOs. If, at any time during this Agreement, the license and/or required credentials of a SRO or SPO are revoked, terminated, suspended or otherwise impaired, then the City shall remove the individual from service to the AECSD and shall promptly notify the Superintendent.

8. FINGERPRINTING AND CRIMINAL CLEARANCE

If necessary, the City shall be responsible for facilitating and conducting criminal background checks and criminal clearance reviews for SPOs. The City shall be responsible for all costs associated with the required fingerprinting and criminal background checks and clearance for SPOs under this Agreement.

9. INTERVIEW PROCEDURES

(a) The SRO has the authority to stop, question and interview any student or AECSD staff member without the prior consent of school administration in situations that may result in danger to persons or property, flight from prosecution, or destruction of evidence. In non-emergency, non-custodial interviews, an effort will be made to conduct such interviews in the presence of school officials and parent/guardian. Any questioning of a child less than 18 years of age suspected in a crime shall be conducted in the presence of a parent/guardian, attorney, if any, and school officials. The parent/guardian will be advised of the suspect's Miranda rights in accordance with the New York State Criminal Procedure Law (CPL) and the New York State Family Court Act (FCA). Questioning of a student more than 18 years of age suspected of a crime will be conducted in the presence of a school official and the student will be advised of his/her Miranda rights in accordance with the CPL.

(b) Administrative interviews. The procedural safeguards set forth in paragraph (a) shall not be applicable to School District administrative interviews conducted for School District purposes. Where AECSD wishes an SRO to participate in an administrative interview, the Superintendent or building administrator shall submit a written request (email sufficient) to the SRO Supervisor (or designee) identifying the student/staff member (as applicable), the nature of the alleged school-rule violation, and the School District administrative purpose for the interview.

- ii. Any such request is subject to review and approval by the Auburn Police Department in its sole discretion. If approved, the building administrator (or Superintendent) shall be present and shall lead the administrative interview. The SRO's role shall be limited to maintaining safety and order, asking clarifying questions as appropriate, and advising on law-enforcement considerations consistent with APD policy.

- iii. If at any time the SRO determines that circumstances have become criminal in nature or that continued participation would require criminal-procedure safeguards and/or probable cause standards, the SRO may pause, end, or convert the interaction to a law-enforcement interview consistent with paragraph (a) and APD policy.

(c)

10. SEARCH AND SEIZURE PROCEDURES.

(a) The SRO will follow the applicable laws and AECSD and City policies governing searches on school grounds, and a search warrant may be obtained if necessary.

11. PROGRAM FINANCING.

The City of Auburn will prepare monthly invoices to the AECSD for services rendered. Staff time and benefits will be billed at the actual cost to the City. SRO's compensation is determined through negotiation of the Auburn Police Local 1 Contract. Compensation of SPO's will be made as follows:

- July 1, 2026-June 30, 2028 \$40/hour for regular assignments, \$52/hour for Special Events
- July 1, 2028 – June 30, 2030 \$41/hour for regular assignments and \$52/hour for Special Events
- July 1, 2030 – June 30, 2031 \$42/hour for regular assignments and \$52/hour for Special Events

In addition, costs related to required training and equipment will be charged as an indirect cost prorated for the district's share of that cost. On a monthly basis, for 10 months the district will be charged as follows:

2026-2027	\$2,650
2027-2028	\$2,700
2028-2029	\$2,750
2029-2030	\$2,800
2030-2031	\$2,850

The City commits to providing the school a full accounting of SPO/SRO staffed days every month.

12. EVALUATION AND FUTURE FUNDNG

It is specifically understood that the obligations of each party under this Agreement for future funding for the Program beyond the 2026-2027 AECSD school year is contingent upon mutually agreed contribution levels, adequate funds for the Program being budgeted, appropriated and otherwise made available.

13. CITY AS AN INDEPENDENT CONTRACTOR

All SROs and SPOs, including any officer who is providing part time services, shall remain employees of the City and shall not be employees of the AECSD. The AECSD and the City acknowledge that SROs and SPOs are law enforcement officers, who shall uphold the law under the direct supervision and control of APD, and who shall remain responsive to the chain of command of the APD.

The City shall provide the services set forth in this Agreement as an independent contractor, and any and all services performed by the City and its employees or agents under this Agreement shall be performed in such capacity. None of the City's employees, consultants, or agents shall hold himself/herself out as, nor claim to be, an officer or employee of the AECSD, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the AECSD, including, but not limited to, Workers' Compensation coverage, unemployment Insurance benefits, Social Security coverage, disability benefits, New York State retirement membership or credit, etc. The City shall not have, nor hold itself out as having, the authority or power to bind or create liability for the AECSD by the City's acts or omissions.

It is agreed by the City and the AECSD that neither federal, state or local Income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the AECSD on behalf of any City employee, consultant; or agent in connection with this Agreement. Said employment withholdings and/or payments are to be made by the City in compliance with all federal, state, and local laws, rules or regulations. Provided the AECSD timely pays the City the Fees established herein, the City agrees to pay and/or withhold all applicable taxes, including income taxes, Workers' Compensation Insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the Laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the AECSD, and further agrees to indemnify and hold the AECSD harmless against any claim, cost, penalty, damage, or expense (Including reasonable attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments.

The AECSD acknowledges that it shall have no ability to control the manner, means, details or methods by which the City or its agents perform services under this Agreement, unless otherwise addressed in this Agreement and except as required by federal, state, or local laws, rules, and regulations.

14. INSURANCE & INDEMNIFICATION

The City shall provide the AECSD with a Certificate of Insurance regarding the coverage for the employment of the SROs and SPOs as Auburn Police Department personnel and shall also provide a Certificate of Liability Insurance in connection with the assignment of the officers to the AECSD.

The City shall defend, indemnify and hold harmless the AECSD from and against any and all losses damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively, the "Liabilities") to the extent such liabilities arise from the negligent or other wrongful acts or omissions, or any such legal or contractual duties or obligations assumed by the City or its officers, employees, agents and representatives, or from the City or any of such person's or the City's material breach of, or default hereunder.

The AECSD shall defend, indemnify and hold harmless the City from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively the "Liabilities") to the extent such liabilities arise from negligent or other wrongful acts or omissions or of any such legal or contracted duties or obligations assumed by the School District or its officers, employees, agents and representatives, or from the School District's material breach of, or default hereunder.

15. TERMINATION OF AGREEMENT.

Either party may terminate this Agreement by giving ninety (90) days prior written notice to the other party that it has failed to substantially perform in accordance with the terms and conditions of this Agreement.

16. NOTICES.

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when personally delivered or deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows or to such other person or address as a party may designate in writing to the other party:

To AECSD: Superintendent of Schools
Auburn Enlarged City School District
78 Thornton Ave., Auburn, New York 13021

To the City: Chief of Police
Auburn Police Department
46 North Street, Auburn, New York 13021; and

City Manager
City of Auburn
24 South Street, Auburn, New York 13021

17. GOOD FAITH.

The parties, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties, which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this Agreement and/or litigation.

18. PRIVACY AND PROTECTION OF STUDENT INFORMATION

The parties agree to adhere to the Student Contract Addendum set forth herein as **Exhibit B**, which sets forth the terms of agreement governing the protection of student personally identifiable information.

19. MODIFICATION.

This document constitutes the full understanding of the parties, and no term, condition, understanding or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing signed by the both parties.

20. NON-ASSIGNMENT.

This Agreement, and each and every covenant herein, shall not be capable of assignment except with the prior consent of both parties.

21. MERGER.

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

22. CHOICE OF LAW & VENUE

This Agreement shall be interpreted pursuant to the laws of the State of New York, without regard to New York's conflict of laws provision. If an action is filed to enforce this Agreement, the parties agree that such action must be filed exclusively in a court of competent jurisdiction in Cayuga County, New York, and the parties expressly consent to the jurisdiction of such court.

23. INTERPRETATION

The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

24. WAIVER

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

25. SEVERABILITY.

If the application of any one or more of the provisions of this Agreement shall be unlawful under applicable law and regulation, then the parties will attempt in good faith to make such alternative arrangements as may be legally permissible and which carry out as nearly as practicable the terms of this Agreement. Should any portion of this Agreement be deemed to be unenforceable by a court of competent jurisdiction, the remaining portion hereof shall remain unaffected and be interpreted as if such unenforceable portions were initially deleted.

26. COUNTERPARTS.

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument.

27. AUTHORITY

The undersigned representatives of the two contracting parties, in signing, hereby represent that they are authorized and empowered by their respective Boards (as applicable) to enter into this Agreement. Consent to the terms of this Agreement is signified by the signatures below.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval

28. **EFFECTIVE DATE.** This Agreement shall be effective as of July 1, 2026.

29. **ADDENDA.** The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:

- o Addendum A: Parents’ Bill of Rights for Data Privacy and Security
- o Addendum B: Parents’ Bill of Rights – Supplemental Information Addendum
- o Addendum C: City Data Security and Privacy Plan

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first set forth above.

City of Auburn

By: _____

James N Giannettino, Jr., Mayor

Auburn Enlarged City School District

By: Misty L. Slavic, Ed.D. 6/24/26
Misty L. Slavic, Ed.D., Superintendent of Schools

Addendum A

PARENTS' BILL OF RIGHTS

Located at the following website:

<https://www.aecsd.education/tfiles/folder2181/ParentsBillofRights.pdf>

Addendum B

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by the City of Auburn (the “Contractor”) are limited to the purposes authorized in the contract between Contractor and Auburn Enlarged City School District (the “School District”) commencing and expiring on the dates set forth therein (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR §121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in a suitable format via SFTP transfer format and/or destroyed by the Contractor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Contractor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Contractor by the School District will be stored physically in the School District’s buildings and/or electronically on the School District’s computer system. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework, including but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum C

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Auburn Enlarged City School District (hereinafter "School District") and the City of Auburn ("Contractor") entered into an agreement for security services (hereinafter "Agreement").

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s): Insert Here
2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement: Insert Here
3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.
 - a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.
 - c. At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the agreement.

- d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided: [Insert Here]

5. Subcontractors: Contractor shall not utilize sub-contractors.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.* [Insert Here]

7. Termination of Agreement.

Within 5 days of termination or expiration of the agreement without renewal, Contractor shall delete all personally identifiable information.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto agrees to all duties and obligations under Addenda A-C.

Signature

Title

Date

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: July 9, 2026
RE: Financial Resolution #77 of 2026 Closing Multiple Capital Accounts

Background:

In accordance with recommendations from the NYS Office of the Comptroller, Governmental Accounting Standards Board and Generally Accepted Accounting Principles, official approval of the closure of capital projects is required.

There are 2 capital projects that are ready for closing, returning excess funds back to the fund of origin, to be used to pay down debt service. Project ME was funded through a \$75,000 State Grant and \$10,000 from the Water Fund as a match. The project came in under budget, resulting in \$69,528.53 in state aid utilized on the project, which reduced the required match. The remaining funds are being returned to the Water Fund. Project JJ was initially funded through borrowing, and subsequently we were awarded a grant. We are returning the excess funds to pay down the debt. There is \$117,509.34 in remaining funds that were a contribution from water. Those funds will be returned to the Water Fund.

Please see attachment A for additional information.

Staff Recommendation:

There are two (2) capital water fund projects that have been completed this Spring 2026. All invoices have been paid and receivables recorded from the City's funding partner agencies. The City Comptroller and Dir. of Capital Projects are recommending closure of these two project accounts.

Fiscal Implications:

As a result of prudent staff management of these two capital projects, it is recommended that \$1,017.19 from Capital Project #ME and \$117,509.34 from Capital Project#JJ be returned to the water fund.

FINANCIAL RESOLUTION #77 OF 2026

CLOSING MULTIPLE CAPITAL WATER FUND PROJECTS

By Councilor _____

July 9, 2026

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

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

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

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

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

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

Seconded by: _____

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

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

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



COUNCIL MEMORANDUM

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

TO: Honorable Mayor and Members of City Council
FROM:
DATE: July 9, 2026
RE: Land Sale Resolution #78 of 2026 Authorizing the Sale of Real Property at 10 Nelson Street

Background:

BACKGROUND:

The City of Auburn owns 10 Nelson Street, Auburn, New York 13021, identified as Tax Map #050100-116-038-0001-004-001-0000. A Purchase Offer and Sale Contract has been proposed for the sale of the Property to Rosa Morales in the amount of \$28,000.

RECOMMENDATIONS

City staff recommends proceeding with the real property sale to Rosa Morales, subject to the following conditions: (1) that the City provide only a Quit Claim Deed to the buyer at closing; and (2) that the buyer is responsible for payment of all title and closing costs necessary to close this transaction, including (as stated in the City-owned property addendum) survey, abstract, environmental survey (if applicable), and transfer tax.

Staff Recommendation:

Fiscal Implications:

The sale will result in \$28,000 in revenue to the City, which will be recorded in Account No. A99.2660 Sale of Real Property.

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

By Councilor: _____

July 9, 2026

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

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

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

WHEREAS, the proposed buyer is Rosa Morales; and

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

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

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

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

Seconded by: _____

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

The Real Estate Agency

Matt Chalanick, Lic. RE Broker

315-604-0718; mattchalanick@the-realestateagency.com

Contract Date: 06/10/2026 Closing Date: 07/10/2026
 Property Address: 10 Nelson Street, Auburn NY 13021

Buyer: Rosa Morales Seller: City of Auburn
 Email: rgmorales0313@gmail.com Email: _____
 Phone: 347-239-4956 Phone: _____

Attorney Information

Buyer's Attorney: _____ Seller's Attorney: Nate Garland
 Email: _____ Email: rtaylor@auburnny.gov; ngarland@auburnny.gov
 Phone: _____ Phone: 315-255-4147

Agent Information

Buyer's Agent: Matt Chalanick Seller's Agent: Matthew Chalanick
 Email: mattchalanick@gmail.com Email: mattchalanick@therealestateagency.com
 Phone: 315-604-0718 Phone: 315-604-0718

Contract Information

Purchase Price: \$28,000.00 Net Purchase Price: \$28,000.00
 Concessions: \$0.00 Deposit: \$5,000.00
 Buyer's Commission: 3.0% Seller's Commission: _____

Special Conditions: The Seller is not responsible for the cost of survey, abstract, title work, transfer tax, or environmental surveys.

Financing Information

Financing: N/A Lender: N/A
 Contract Date: _____ Lender's Agent: _____
 Commitment Due: _____ Email: _____
 Phone: _____

Home Inspection: No Septic Test: No
 Radon Test: No Water Test: No
 Inspector: _____ Inspector: _____
 Email: _____ Email: _____
 Phone: _____ Phone: _____

Paperwork Checklist

- | | |
|---|---|
| <input checked="" type="checkbox"/> MLS Listing | <input type="checkbox"/> VA/FHA Addendum |
| <input checked="" type="checkbox"/> Purchase Offer Contract | <input type="checkbox"/> Buyer Attorney Approval |
| <input checked="" type="checkbox"/> Prequal/POF | <input type="checkbox"/> Seller Attorney Approval |
| <input checked="" type="checkbox"/> Copy of Deposit Check | <input type="checkbox"/> Copy of Taxes |
| <input checked="" type="checkbox"/> Property Condition Disclosure | <input type="checkbox"/> Home Inspection |
| <input checked="" type="checkbox"/> Lead Based Paint | <input type="checkbox"/> Radon Test Results |



City of Auburn Owned Property Addendum

The Buyer to pay for Survey, Abstract, Environmental Survey (if applicable), and transfer tax.

The Buyer Attorney Requirements are as follows:

- Order Survey
- Order Title Work
- Order Tax Search (if applicable)
- Prepare Statement of Sale
- Provide copy of survey, if applicable, and legal description to C/o Auburn

The City of Auburn Requirements are as follows:

- Prepare Quit Claim Deed
- Prepare RP5217
- Prepare TP584

The Buyer's Requirements are as follows:

- Payment of the survey, title, tax search, transfer tax, buyer's agent commission and all other buyer related costs.
- With every offer a letter must be submitted with the Buyer's intended use of the property.

Buyer Signature: Authentisign Rosa Morales Date: 06/11/26

Seller Signature: _____ Date: _____

CONTRACT TO PURCHASE
CITY OF AUBURN, NY 13021

THIS IS A CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE. WHEN SIGNED, THIS DOCUMENT BECOMES A BINDING CONTRACT. IF NOT FULLY YNDERSTOOD, BUYER AND SELLER SHOULD SEEK THE ADVICE OF AN AOTTRNEY.

MLS # S1682940. Buyer acknowledges that the information contained in the Multiple Listing Service ("MLS") is not guaranteed. Information contained in the MLS should be independently verified prior to the execution of the contract. The Greater Syracuse Association of REALTORS®, Inc. and the Central New York Information Service, Inc. are not responsible for the information contained in the MLS.

Compensation is not set by law or any REALTOR® Association or MLS and that compensation to the BROKER is fully negotiable.

CONTRACT TO PURCHASE made as of the 10th day of May

BETWEEN:

Buyer(s): Rosa Morales

Buyer(s) Address: 8709 164th Street, Jamaica NY 11432 (Hereinafter called "Buyer")

Seller(s): City of Auburn

Seller(s) Address: 24 South Street, Auburn NY 13021 (Hereinafter called "Buyer")

The parties are as follows:

- PREMISES.** Seller shall sell and convey and Buyer shall purchase the real property, including all buildings, improvements and appurtenances thereto (collectively, the "Premises") known as (mailing address) 10 Nelson Street, Auburn NY 10321 in the City of Auburn County of Cayuga State of New York, being a Single-family residential identified Tax Map # 050100-116-038-0001-004-001-0000. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises including all plumbing, heating, lighting, bathroom and kitchen cabinets, mantels, doors, garage doors openers and respective remotes, venetian blinds, shades, screens, curtain rods, awnings, storm windows, storm and screen doors, window boxes mailbox, TV aerials, weather vanes, pumps, shrubbery, fencing, electronic fencing and transmitter and equipment and installations, wall to wall carpeting and all other fixtures and fittings belonging to or used in the operation of the Premises and owned by the Seller, and Buyer shall purchase the property "as is, where is".

2. PURCHASE PRICE

Buyer agrees to pay Seller Twenty-eight Thousand Dollars (\$ 28,000.00) for the Premises, payable as follows:

Deposit:
\$5,000.00 in the form of a Check to be held by City of Auburn until this contract is signed by the Seller, at which time it shall become part of the Purchase Price and shall be deposited in a non-interest-bearing account at TBD Bank or returned to the Buyer if the contract is not accepted. Seller directs and authorizes the holder of the Deposit to return it to the Buyer in the event of a bona fide failure of any contingency in this Contract, after deducting therefrom and paying to Seller sums payable to Seller pursuant to Section 2 "Financing".

Cash Balance:
\$23,000.00 cash on Closing (transfer of title).

Initials Here: Buyer(s) RM / _____ Seller(s) _____ / _____

Financing:

\$_____ balance by Buyer obtaining, at Buyer’s cost and expense, a _____ mortgage loan for a term of not less than _____ years. Buyer shall make good faith application for this mortgage within _____ days of acceptance of this Contract. Buyer shall provide Seller with evidence of written approval of this mortgage, or reasonably satisfactory proof of financial ability to close, by _____ (the “Mortgage Commitment Deadline”) or Seller may cancel this Contract at Seller’s option by notice as provided for herein. Buyer authorizes the Lending Institution or Mortgage Banker or Broker to provide a copy of written mortgage commitment with pre-closing conditions to the listing agent and selling agent as set forth in this contract. If following a good faith application by Buyer, this mortgage cannot be obtained for reasons other than appraised value of the Premises as evidenced by a denial letter from a lender which regularly makes residential mortgage loans in the country where the Premises is located, this Contract may be terminated by either party and the Deposit returned to the Buyer.

Mortgage Expenses:

Buyer agrees to pay all sums required by Buyer’s lending institution.


Assumption: This section was intentionally deleted.

Purchase Money Mortgage: This section was intentionally omitted.

Credit Report-Financing Ability: This section was intentionally omitted.

3. **ACCEPTABLE FUNDS.** All money payable at closing under this Contract, unless otherwise specified, shall be paid in US funds by:
- (a) Cash, but not over \$500.00;
 - (b) Good certified check of Buyer drawn on, or official check issued by any bank, credit union (provided such check is drawn on a New York State bank), or savings and loan association having a banking office in the State of New York, payable to or endorsed by an original payee to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice to Buyer;
 - (c) Uncertified check of Buyer up to the amount of \$1,000.00; or
 - (d) As otherwise agreed to in writing by Seller or Seller’s attorney.

Important Notice: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

Initials Here: Buyer(s)  / _____ Seller(s) _____ / _____

4. REAL ESTATE BROKERAGE FEE.

Listing Broker The Real Estate Agency

Cooperating or Selling Broker The Real Estate Agency

Seller shall pay Listing Broker per listing agreement or _____% of Purchase Price or \$ _____ (filled out by Listing Broker).

The Buyer shall pay Cooperating Broker or Selling Broker 3.0 % of Purchase Price or \$ _____ (filled out by Cooperating or Selling Broker).

__Check here if Buyer or Seller is paying an additional compensation to any of the Brokers in this transaction and is not disclosed in this section.

The Deposit shall be applied towards the payment of the compensation.

5. SELLER'S REPRESENTATIONS. Seller represents and warrants to Buyer that:

(i)The personal property described in Section 1 is or at Closing will be paid for and owned by Seller free and clear of all liens and encumbrances; (iii) Seller has the exclusive right, power, and authority to sell, convey and transfer the Premises in accordance with the terms of this Contract;

6. TITLE DOCUMENTS. In the event this Contract is terminated, the title documents shall be promptly returned to Buyer or Buyer's by Seller or Seller's attorney. This provision shall survive the termination of the Contract.

7. MARKETABLE TITLE. At Closing, Seller shall transfer to Buyer good and marketable title to the Premises, subject to building and use restrictions of record and governmental laws, regulations and/or ordinances (provided that the same are not violated), utility and/or drainage easements benefiting the Premises or permitted pursuant to FNMA/FHLMC title standards and taxes for local improvements not then due. Otherwise such title shall be free and clear from the rights of others unless set forth herein.

8. CLOSING. The passing of title ("Closing") shall be held at the office of Buyer's lending institution or its attorney (or if none, at the office of the Seller's attorney) or as otherwise agreed, on or about 07/10/2026.

9. CLOSING DOCUMENTS. At the time of Closing, Seller shall execute and deliver to Buyer a Quit Claim Deed with such other documents as may be required by law or reasonably requested by Buyer's attorney or lending institution.

10. ADJUSTMENTS. Omitted Intentionally.

11. RECORDING EXPENSES. Buyer shall pay the applicable mortgage tax and deed and mortgage recording fees. Buyer shall pay for the recording fees for any mortgage discharge, gains tax affidavit, and any title affidavit required, as well as the transfer tax, and any real property gains tax applicable to the transaction. For residential real property, the Buyer shall pay a tax of 1% of the purchase price if the purchase price is \$1 million or more.

12. PRE-CLOSING INSPECTION. Buyer and their authorized agents shall have the right, at a reasonable time and upon reasonable notice to Seller, to inspect the Premises before closing. The purpose of this inspection is to establish that the Premises. Is in the same condition as it was as of the date of the Contract, subject to reasonable wear and tear, and that work required pursuant to the Contract, if any, has been completed.

13. POSSESSION. Possession of the Premises shall be delivered at closing. At Closing, Seller shall deliver to Buyer all garage door openers, keys for the Premises, and provide security codes for any security systems. Until Closing, Seller shall perform ordinary lawn and snow removal.

Initials Here: Buyer(s) RM / _____ Seller(s) _____ / _____

14. **ASSIGNMENT.** This Contract may not be assigned by Buyer without Seller’s consent.

15. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire or other causes shall remain with the Seller until Closing.

16. MISCELLANEOUS.

- a. If Closing occurs during a tax year before a new tax rate is fixed, the apportionment of taxes shall be based upon the tax rate for the immediately preceding fiscal year applied to the latest assessed valuation.
- b. Any errors or omissions in computation at Closing shall be corrected upon discovery.
- c. Only the representation contained in Section 5(i) and the provisions contained in Sections 16(b) and 16(c) shall survive the Closing and transfer of title.
- d. If Buyer’s lender require repairs to the Premises, it is agreed that Seller pay 0.0 % of said repairs and Buyer shall pay 100 % of said repairs.

17. NEW YORK STATE AGRICULTURE AND MARKET LAW Section 310:

“It is policy of this state and this community to conserve, protect, and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies particularly or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust, and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agricultural and Markets Law.”

Premises ___ are ___ are not located partially or wholly within an agricultural district.


18. **LEAD BASED PAINT CONTINGENCY ADDENDUM AND DISCLOSURE.** If the Premises was constructed prior to 1978, Buyer and Seller must complete and sign the Lead Based Paint Contingency Addendum and Disclosure Form, or this contract will not be binding.

19. NEW YORK STATE REAL PROPERTY LAW Section 242:

The above property does does not have utility electric service available to it. This property is not subject to an electrical and/or gas utility surcharge. This type of surcharge is: _____. The purpose of the surcharge is _____. The amount of the surcharge is \$ _____. The surcharge is payable: Monthly, Annually, other basis _____

The above property does does not have uncapped natural gas wells.

20. **SELLER’S PROPERTY CONDITION DISCLOSURE.** This is not applicable and intentionally omitted.

Initials Here: Buyer(s)  / _____ Seller(s) _____ / _____

21. **A. HOME INSPECTION.** This contract is contingent upon the Buyer obtaining, at Buyer's expense, a satisfactory Home Inspection by a New York Licensed Home Inspector, Architect or Engineer within _____ calendar days of the last of the Buyer and Seller to accept the Contract ("Inspection Approval Period".) This contingency shall be deemed waived unless Notice that the Home Inspection is unsatisfactory is received within the "Inspection Approval Period". If the Home Inspection is deemed unsatisfactory, Buyer and Seller have _____ calendar days to reach an acceptable agreement. Failure to do so terminates the contract. If the contract is deemed terminated, the deposit shall be returned to the Buyer. At the time of the home inspection Seller shall have all utilities in service that are required for the operation of heating, air conditioning, plumbing, security and electrical systems, unless otherwise agreed upon. The buyer will supply to the Seller, if requested, a copy of the Home Inspection Report.

B. HOME INSPECTION WAIVED. Buyer(s) Initial: / _____ The Buyer has been informed that it is in its best interest to make the Contract contingent upon a Home Inspection. The Buyer waives the right to said inspection.

22. **RADON TEST.** This Contract is contingent upon the Buyer obtaining, at Buyer's expense, a Radon test indicating the Radon level to be the EPA standard of less than 4.0pC/L, within _____ calendar days of the last of the Buyer and Seller to accept the Contract ("Inspection Approval Period"). This contingency shall be deemed waived unless Notice that the Radon levels exceed the EPA Standards, Buyer and Seller have _____ calendar days to reach an acceptable agreement. Failure to do so terminates the Contract. If the Contract is deemed terminated, the deposit shall be returned to the Buyer. The Buyer will supply to the Seller, if requested, a copy of the Radon Test.

B. RADON TEST WAIVED. Buyer(s) Initial: / _____ The Buyer has been informed that it is in its best interest to make the Contract contingent upon a Radon Test. The Buyer waives the right to said test.

23. **SUBJECT TO SALE OF BUYER'S PROPERTY (RECALL PROVISION).**

CONTINGENCY CLAUSE. This Contract to Purchase is contingent upon Buyer entering into a contingency free Contract to Purchase (financing contingency excepted) for the property now owned by the Buyer at _____ on or before _____ p.m. _____. If buyer is unable to successfully enter into such Contract to Purchase or remove such contingency by that date and time, then this contract, unless extended by mutual written agreement, shall be terminated and the deposit shall be returned to the Buyer.

RECALL CLAUSE. It is understood that the Seller may continue to show the Premises to prospective buyers. Should a bona fide written offer be accepted by Seller, subject to this contract, Buyer agrees to remove the above contingency clause within _____ hours of Notice or this contract shall be deemed terminated. Termination of this contract shall be automatic _____ hours from the time of Notice of removal of contingency has been delivered by that time.

It is further understood and agreed that if Buyer removes the above contingency clause, Buyer agrees to:

Provide proof reasonable satisfactory to Seller of financial ability to close the transaction, and

submit an additional deposit of \$ _____, which shall become part of the purchase price. All deposits shall be non-refundable unless title does not pass by reason of the fault of the Seller.

Initials Here: Buyer(s) / _____ Seller(s) _____ / _____

24. **SUBJECT TO CLOSING OF BUYER'S PROPERTY PURSUANT TO EXISTING CONTRACT.**

This Contract to Purchase is subject to transfer of title pursuant to an existing contract on Buyer's property located at _____ on or before _____. If said transfer is not completed by that time, Seller shall within 72 hours either (1) return to the Buyer any deposits, and this contract shall thereupon terminate, or, (2) extend this contract for an additional ___ calendar days with closing and possession dates to be adjusted accordingly.

25. **WELL/SEPTIC TESTING.** Intentionally Omitted.

26. **OTHER CONTINGENCY.** It is understood and agreed that this Contract is made contingent upon:

The Buyer is required to obtain any and all permits necessary to renovate the property within 30 days from the closing date.


27. **NOTICE.** Any notice required under this Contract shall be in writing (the "Notice"). Service of such Notice shall be given to the other party, or that party's attorney or real estate agent, and shall be personally delivered, transmitted by facsimile, emailed, delivered by overnight courier or by certified mail.

28. **PERSONS BOUND.** This document and the addenda annexed hereto, when signed by both parties, shall be a binding contract. This Contract contains the entire agreement of the parties and may not be changed or modified orally but only in writing by all parties to be bound. There are no warranties or representations except as set forth in this Contract, notwithstanding any other statements or documents. In the event that a dispute arises or a breach occurs and a lawsuit is commenced by or against one of the parties or by or against any broker involved in this transaction, the prevailing party to such lawsuit shall be entitled to recover the costs of litigation, including but not limited to reasonable attorneys fees.

29. **HOME EQUITY THEFT PREVENTION ACT.**

- A. Buyer intends does not intend to use the Premises as Buyer's primary residence.
- B. If Buyer **DOES NOT** to use the Premises as Buyer's primary residence, then Seller represents that premises is is not in foreclosure (lis pendens filed or property is on active tax lien sale list **OR** that Seller is is not in default for two or more months on Seller's mortgage payments and the contract includes a reconveyance arrangement.

If the Premises is not to be used as the Buyer's primary residence **AND** if the Seller is in foreclosure **OR** in default on the mortgage payments for two or more months and there is a reconveyance arrangement, then the **HOME EQUITY THEFT PREVENTION ACT ADDENDUM** is to be executed by the parties hereto, which addendum shall be made a part of this Contract as if the same were to be set forth herein at length.

Initials Here: Buyer(s)  / _____ Seller(s) _____ / _____

THE FOLLOWING ADDENDA ARE INTENDED TO BE ANNEXED HERETO AND FORM A PART OF THIS CONTRACT:

- Disclosure Regarding Real Estate Agency Relationships
- Contract Addendum;
- Lead Based Paint Addendum;
- Required FHA/VA Addendum;
- Other: _____

This contract is contingent upon approval by attorneys for Seller and Buyer. If either party does not identify an attorney and deliver a complete copy of this fully executed Contract to said attorney by two business days following execution of this Contract by all parties, this attorney approval contingency shall be deemed waived by that party. Each attorney shall have three business days exclusive of the day of receipt of a complete copy of this fully executed Contract within which to provide Notice of approval or disapproval of the Contract (the Approval Period). If party's attorney disapproves this Contract before the end of the Approval Period, this Contract is deemed terminated and all deposits shall be returned. A conditional approval shall be deemed a disapproval unless assented to by the other party's attorney within three business days of receipt of the conditional approval. Written communication by attorneys pursuant to this provision shall bind their respective clients. If a party's attorney neither approves, conditionally approves nor disapproves this Contract by the end of the Approval Period, this approval contingency is deemed waived by that party.

The parties hereto have executed this agreement as of the date and year first above written.

Rosa Morales

City of Auburn

Authentisign
Buyer
Rosa Morales _____
Date 06/11/26

Seller _____
Date _____

Buyer _____
Date _____

Seller _____
Date _____

Name of Buyer's Attorney

Nate Garland

Name of Seller's Attorney

Attorney Phone Number & Fax Number

Attorney Phone Number & Fax Number

Attorney Email Address
The Real Estate Agency

Attorney Email Address
The Real Estate Agency

Selling Company
10991212420

Listing Company
10991212420

Selling Brokerage License #
Matthew Chalanick

Listing Brokerage License #
Matthew Chalanick

Selling Agent
10371200877

Listing Agent
10371200877

Selling Agent License #
315-604-0718 **315-282-2401**

Listing Agent License #
315-604-0718 **315-282-2401**


Selling Company Phone number & Fax Number
mattchalanick@gmail.com

Listing Company Phone Number & Fax Number
mattchalanick@gmail.com

Selling Agent Email Address

Listing Agent Email Address.

This form has been prepared for the sole use of the Central New York Information Service, Inc. and its members. The Central New York Information Service, Inc., its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.

Initials Here: Buyer(s)  **RM** / _____ Seller(s) _____ / _____



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001



Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

This form was provided to me by Matthew Chalanick (print name of licensee) of The Real Estate Agency (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- | | |
|---|--|
| <input type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input type="checkbox"/> Seller's agent | <input type="checkbox"/> Buyer's agent |
| <input type="checkbox"/> Broker's agent | <input type="checkbox"/> Broker's agent |
| <input checked="" type="checkbox"/> Dual agent | |
| <input type="checkbox"/> Dual agent with designated sales agent | |

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: Matthew Chalanick is appointed to represent the buyer; and Matthew Chalanick is appointed to represent the seller in this transaction.

(I) (We) Rosa Morales acknowledge receipt of a copy of this disclosure

form: signature of { } Buyer(s) and/or { } Seller(s):


Rosa Morales
Rosa Morales

City of Auburn

Date: 06/11/2026

Date: _____



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Matthew Chalanick (print name of Real Estate Salesperson/
Broker) of The Real Estate Agency (print name of Real Estate company, firm or brokerage)

(I)(We) Rosa Morales

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature  Rosa Morales Date: 06/11/2026
Rosa Morales

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

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: July 9, 2026
RE: Grant Acceptance Resolution #79 of 2026 Accepting Funding from the FY26-27 NYS Division of Criminal Justice Services (DCJS) Gun Violence Elimination Initiative (GIVE) Program

Background:

The City of Auburn Police Department has received a Grant Award Notice from the NYS Division of Criminal Justice Services for the FY 2026-2027 Gun Involved Violence Elimination (GIVE) grant program. The GIVE initiative has been a critical component to the City of Auburn’s violence prevention and reduction strategy. While these funds are primarily used for staff time reimbursements, they have allowed APD Officers to attend community events such as in 2025, APD attended the STEM Expo at the Cayuga County Employment and Training Center to educate youth regarding the Emergency Response Team and provide a demo of the department technology. In addition, the GIVE program has annually sponsored a community event “Pitching in for Anti-Violence” in partnership with the Cayuga County District Attorney’s Office, Sheriff’s Office, Probation and NYS Police at a local Auburn Doubleday’s game.

In regard to data and crime prevention, APD relies on the Central New York Crime Analysis Center (CNYCAC) which performs place-based and temporal analysis to determine the “where and when” of violent crime and violent crimes by firearm. APD utilizes this type of analysis to inform the “Hot Spot Strategy” utilized during the GIVE initiative.

Staff Recommendation:

City Council should accept the FY2026-27 NYS DCJS GIVE Grant Initiative Program Funding of \$193,301 to support the Auburn Police Department efforts for violence prevention and reduction in the Auburn community.

Fiscal Implications:

The GIVE Initiative for FY26-27 has a project start date of July 1, 2026 and is for a 1-year project period. The total grant funds awarded are \$193,301. There is no required match for these

grant funds. The Project Budget is as follows:

Personnel Crime Analyst- \$3,800

Personnel Officer OT- \$155,000

Equipment (Hot Spot Outdoor Cameras)- \$7,133

Other Expenses (Community Programming)- \$22,000

Travel Required for Program Compliance- \$4,000

Personnel Crime Analyst-Fringe \$1,368

Total \$193,301- Expense Accounts A3120 GIVE

GRANT ACCEPTANCE RESOLUTION #79 OF 2026

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

By Councilor _____

July 9, 2026

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

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

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

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

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

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

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

Seconded by Councilor _____

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



Grant Award Notice

Grantee/Contractor: Auburn Police Department	Date: 6/10/2026
Program Name: Project GIVE (2026-27)	Award Amount: \$193,301 ¹
Signatory Name and Title: Matthew Androsko Chief	Term Dates: 7/1/26 – 6/30/27
Email: mandrosko@auburnny.gov	Contract Number: C485425
Program Description: 2026-27 DCJS Gun Involved Violence Elimination (GIVE) Initiative	
<p>New York State Division of Criminal Justice Services (DCJS) Commissioner Rossana Rosado is pleased to provide funding to your county and agency to support the Gun Involved Violence Elimination (GIVE) initiative. The GIVE initiative is a critical component of the State's violence prevention and reduction strategy. Thank you for your partnership to help keep New Yorkers safe. Please find attached the approved budget for the funded agencies within your county.</p> <p>If you have any programmatic questions, please contact the DCJS Office of Public Safety (OPS) at LES AU@dcjs.ny.gov</p> <p>Your DCJS Office of Program Development and Funding (OPDF) Public Safety Grants Representative will be reaching out shortly with the next steps.</p>	

We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

^[1] The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.