



NANCY E. HARDT

City Clerk

JULIE BINK

Deputy City Clerk

CITY OF RENSSELAER

OFFICE OF THE CITY CLERK

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144



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AGENDA REGULAR COMMON COUNCIL MEETING AUGUST 19, 2026

1. A RESOLUTION AUTHORIZING THE CLOSING OF RIVERSIDE AVENUE FROM BELMORE PLACE TO AIKEN AVENUE FOR THE FORT CRAILO HARVEST FAIRE
2. A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR RENSSELAER WAYFINDING AND VISITOR WEBSITE (A CITY OF RENSSELAER PROJECT)
3. A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR BROADWAY AT NEW BROADWAY GATEWAY PARK (A CITY OF RENSSELAER PROJECT)
4. A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR AMTRAK AREA TRAIL CONNECTOR AND DOG PARK (A CITY OF RENSSELAER PROJECT.)
5. A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR RENSSELAER CITY HALL IMPROVEMENTS (A CITY OF RENSSELAER PROJECT)

6. A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR MILL CREEK AREA ENHANCEMENT (A CITY OF RENSSELAER PROJECT)
7. A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR LIBRARY IMPROVEMENTS PROJECT (A CITY OF RENSSELAER PROJECT)
8. A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR RIVEFRONT PARK ENTRY IMPROVEMENTS (A CITY OF RENSSELAER PROJECT)
9. A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR RENSSELAER SMALL PROJECTS FUND (A CITY OF RENSSELAER PROJECT)
10. A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR SPRINKLER PARK UPGRADES (A CITY OF RENSSELAER PROJECT)
11. A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR HUYCK PARK AND MONUMENT LIGHTING (A CITY OF RENSSELAER PROJECT)
12. A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR COLUMBIA STREET IMPROVEMENTS (A CITY OF RENSSELAER PROJECT)

- 13.A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR COYNE FIELD IMPROVEMENTS (A CITY OF RENSSELAER PROJECT)
- 14.BOND RESOLUTION OF THE CITY OF RENSSELAER, RENSSELAER COUNTY, NEW YORK, ADOPTED AUGUST 19, 2026, AUTHORIZING THE UNDERTAKING OF A CERTAIN PROJECT IN THE CITY CONSISTING OF THE RECONSTRUCTION OF THE SOUTH STREET BRIDGE INCLUDING APPROACHES AND PEDESTRIAN IMPROVEMENTS TO THE SOUTH STREET BRIDGE, STATING THE ESTIMATED MAXIMUM COST OF SAID PROJECT, INCLUDING COSTS PRELIMINARY AND INCIDENTAL THERETO, IS \$2,193,000, APPROPRIATING SAID SUM THEREFOR AND AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY TO FINANCE SAID APPROPRIATION.
- 15.A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 10 OF 2026 AS TO FORM AND SCHEDULING A PUBLIC HEARING
- 16.RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH THE RENSSELAER PROFESSIONAL FIREFIGHTERS' ASSOCIATION AND AUTHORIZING THE MAYOR TO SIGN THE MEMORANDUM OF AGREEMENT
- 17.A RESOLUTION APPROVING FIRE CHIEF CONTRACT
- 18.A RESOLUTION APPROVING ASSISTANT FIRE CHIEF CONTRACT
- 19.A RESOLUTION AUTHORIZING REDISTRIBUTION, SALE, OR ABANDONMENT OF SURPLUS CITY PROPERTY PURSUANT TO CITY CODE SECTION 47-5 AND THE CITY POLICY FOR PROPERTY AND VEHICLE DISPOSITION-CITY PURCHASE DEPARTMENT
- 20.A RESOLUTION EXTENDING TEMPORARY EASEMENT

#1

Sponsored by Alderperson: COUNCIL AS A WHOLE

Seconded by Alderperson: _____

A RESOLUTION AUTHORIZING THE CLOSING OF RIVERSIDE AVENUE FROM BELMORE PLACE TO AIKEN AVENUE FOR THE FORT CRAILO HARVEST FAIRE

WHEREAS, the Fort Crailo Harvest Faire will be conducted this year on Saturday, September 19, 2026, from 11:00 am to 4:00 pm, and

NOW, THEREFORE BE IT RESOLVED, that City of Rensselaer shall close Riverside Avenue from Belmore Place to Aiken Avenue as indicated above so as to facilitate this worthwhile community event from 7:00am to 5:00pm.

BE IT FURTHER RESOLVED, that notices be posted in City Hall and on the City Website informing the Public of said road closure, and

BE IT FURTHER RESOLVED, that the City Clerk notify the Rensselaer Police Department and the Rensselaer Fire Department of said closures and that the DPW shall post appropriate signage in the vicinity of Riverside Avenue and Bellmore Place concerning same.

Approved as to form and sufficiency
this 19th day of August, 2026

Corporation Counsel

So Approved!

Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

**A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE
DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR
RENSSELAER WAYFINDING AND VISITOR WEBSITE (A CITY OF RENSSELAER PROJECT)**

WHEREAS, the City of Rensselaer has secured a \$10,000,000.00 Downtown Revitalization Initiative (DRI) Grant from the NYS Department of State to fund projects that will revitalize our downtown area; and

WHEREAS, as part of the DRI process a Local Planning Committee (LPC) has been formed to review project proposals and make recommendations to New York State for funding; and

WHEREAS, the City of Rensselaer is proposing a project to place wayfinding signs in ten (10) locations and develop a tourism type visitor website for the City of Rensselaer; and

WHEREAS, the estimated cost of the project is \$170,000.00 and the City of Rensselaer is requesting \$130,000.00 in DRI funding and will apply for NYS Tourism and/or BOA Predevelopment funding as match to fully complete the project; and

WHEREAS, the City of Rensselaer is also committing a total of \$200,000.00 to be disbursed among all City projects selected by the LPC to be recommended to NYS for DRI funding and a portion of that \$200,000.00 may be committed to this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council approves and endorses the Wayfinding Signage and Visitor Website proposal, as described above, being submitted to the Local Planning Committee for potential Downtown Revitalization Initiative funding.

Passed by the following vote of Common Council
Members with voting recorded as follows:

Approved as to form and sufficiency this
_____ day of _____, 2026

Corporation Counsel

Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

**A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE
DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR
BROADWAY AT NEW BROADWAY GATEWAY PARK (A CITY OF RENSSELAER PROJECT)**

WHEREAS, the City of Rensselaer has secured a \$10,000,000.00 Downtown Revitalization Initiative (DRI) Grant from the NYS Department of State to fund projects that will revitalize our downtown area; and

WHEREAS, as part of the DRI process a Local Planning Committee (LPC) has been formed to review project proposals and make recommendations to New York State for funding; and

WHEREAS, the City of Rensselaer is proposing a Broadway at New Broadway Gateway Park project, including benches, bike racks, decorative landscape lighting, an information kiosk and directional signage pointing to Rensselaer Downtown to the south and DeLaet's Landing & The Esplanade to the east; and

WHEREAS, the property is owned by Marx Properties, Inc. and permission is being requested from the property owner to make these improvements; and

WHEREAS, the estimated cost of the project is \$125,000.00 and \$100,000.00 will be requested through the DRI and \$25,000.00 from other sources (NYS Parks Grants) to fully complete the project; and

WHEREAS, the City of Rensselaer is also committing a total of \$200,000.00 to be disbursed among all City projects selected by the LPC to be recommended to NYS for DRI funding and a portion of that \$200,000.00 may be committed to this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council approves and endorses the Broadway at New Broadway Gateway Park Project, as described above, being submitted to the Local Planning Committee for potential Downtown Revitalization Initiative funding.

Passed by the following vote of Common Council
Members with voting recorded as follows:

Approved as to form and sufficiency this
_____ day of _____, 2026

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Mayor

4

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR AMTRAK AREA TRAIL CONNECTOR AND DOG PARK (A CITY OF RENSSELAER PROJECT)

WHEREAS, the City of Rensselaer has secured a \$10,000,000.00 Downtown Revitalization Initiative (DRI) Grant from the NYS Department of State to fund projects that will revitalize our downtown area; and

WHEREAS, as part of the DRI process a Local Planning Committee (LPC) has been formed to review project proposals and make recommendations to New York State for funding; and

WHEREAS, the City of Rensselaer is proposing a project to Connect the Empire State Trail to the Amtrak Station and add a Dog Park on East Street; and

WHEREAS, the estimated cost of the project is \$329,000.00 and the City of Rensselaer is requesting \$299,500.00 in DRI funding and will apply for Transportation Alternative Program (TAP) Funding for the remaining \$29,500.00 to fully complete the project; and

WHEREAS, the City of Rensselaer is also committing a total of \$200,000.00 to be disbursed among all City projects selected by the LPC to be recommended to NYS for DRI funding and a portion of that \$200,000.00 may be committed to this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council approves and endorses the project to Connect the Empire State Trail to the Amtrak Station and add a Dog Park on East Street, as described above, being submitted to the Local Planning Committee for potential Downtown Revitalization Initiative funding.

Passed by the following vote of Common Council
Members with voting recorded as follows:

Approved as to form and sufficiency this
19TH day of AUGUST, 2026

Corporation Counsel

Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

**A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE
DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR
RENSSELAER CITY HALL IMPROVEMENTS (A CITY OF RENSSELAER PROJECT)**

WHEREAS, the City of Rensselaer has secured a \$10,000,000.00 Downtown Revitalization Initiative (DRI) Grant from the NYS Department of State to fund projects that will revitalize our downtown area; and

WHEREAS, as part of the DRI process a Local Planning Committee (LPC) has been formed to review project proposals and make recommendations to New York State for funding; and

WHEREAS, the City of Rensselaer is proposing a project to make improvements to Rensselaer City Hall, including Americans' the Disabilities Act (ADA) upgrades to entry ramps, entry doors and bathrooms, as well as decorative exterior lighting and other enhancements; and

WHEREAS, the estimated cost of the project is being developed by our consulting engineers and funding will be requested through the DRI as well as other sources (e.g. Community Development Block Grants); and

WHEREAS, the City of Rensselaer is also committing a total of \$200,000.00 to be disbursed among all City projects selected by the LPC to be recommended to NYS for DRI funding and a portion of that \$200,000.00 may be committed to this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council approves and endorses the City Hall Improvements, as described above, being submitted to the Local Planning Committee for potential Downtown Revitalization Initiative funding.

Passed by the following vote of Common
Members with voting recorded as follows:

Approved as to form and sufficiency this
19TH day of AUGUST, 2026

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Mayor

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

**A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE
DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR
MILL CREEK AREA ENHANCEMENT (A CITY OF RENSSELAER PROJECT)**

WHEREAS, the City of Rensselaer has secured a \$10,000,000.00 Downtown Revitalization Initiative (DRI) Grant from the NYS Department of State to fund projects that will revitalize our downtown area; and

WHEREAS, as part of the DRI process a Local Planning Committee (LPC) has been formed to review project proposals and make recommendations to New York State for funding; and

WHEREAS, the City of Rensselaer is proposing a project to make recreational enhancements around Mill Creek, with input from the public, from Washington Street to the Hudson River, including invasive vegetation clearing, native plant placement, seating, river themed play areas, etc.; and

WHEREAS, the estimated cost of the project is \$3,000,000.00 and the City of Rensselaer is requesting \$1,500,000.00 in DRI funding and will apply to other sources (Local Waterfront Revitalization Program, BOA Predevelopment Funding, NYS Parks Programs, etc.) for the remaining \$1,500,000.00 to fully complete the project; and

WHEREAS, the City of Rensselaer is also committing a total of \$200,000.00 to be disbursed among all City projects selected by the LPC to be recommended to NYS for DRI funding and a portion of that \$200,000.00 may be committed to this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council approves and endorses the Mill Creek Area Recreational Enhancements proposal, as described above, being submitted to the Local Planning Committee for potential Downtown Revitalization Initiative funding.

Passed by the following vote of Common Council
Members with voting recorded as follows:

Approved as to form and sufficiency this
19TH day of AUGUST, 2026

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Mayor

Motion By: _____

Seconded By: _____

**A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE
DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR
LIBRARY IMPROVEMENTS PROJECT (A CITY OF RENSSELAER PROJECT)**

WHEREAS, the City of Rensselaer has secured a \$10,000,000.00 Downtown Revitalization Initiative (DRI) Grant from the NYS Department of State to fund projects that will revitalize our downtown area; and

WHEREAS, as part of the DRI process a Local Planning Committee (LPC) has been formed to review project proposals and make recommendations to New York State for funding; and

WHEREAS, the City of Rensselaer is proposing a project to make improvements to the Library, including replacing the current automated door with sliding automated door, changing the door frame and replacing existing entry flooring; upgrade current HVAC system, including air filtration system; improving the exterior including scraping, repainting, repairing signage lighting, removing vegetation and making repairs; and

WHEREAS, the estimated cost of the project is approximately \$500,000.00 (based on a 2025 estimate with 15% added for inflation) and \$400,000.00 will be requested through the DRI and \$100,000.00 from other sources (e.g. Community Development Block Grants) to fully complete the project; and

WHEREAS, the City of Rensselaer is also committing a total of \$200,000.00 to be disbursed among all City projects selected by the LPC to be recommended to NYS for DRI funding and a portion of that \$200,000.00 may be committed to this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council approves and endorses the Library improvements Project, as described above, being submitted to the Local Planning Committee for potential Downtown Revitalization Initiative funding.

Passed by the following vote of Common Council
Members with voting recorded as follows:

Approved as to form and sufficiency this
19TH day of AUGUST, 2026

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Mayor

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR RIVEFRONT PARK ENTRY IMPROVEMENTS (A CITY OF RENSSELAER PROJECT)

WHEREAS, the City of Rensselaer has secured a \$10,000,000.00 Downtown Revitalization Initiative (DRI) Grant from the NYS Department of State to fund projects that will revitalize our downtown area; and

WHEREAS, as part of the DRI process a Local Planning Committee (LPC) has been formed to review project proposals and make recommendations to New York State for funding; and

WHEREAS, the City of Rensselaer is proposing a project to make improvements to the entryway to Riverfront Park including enhanced, decorative crosswalks, wall and sidewalk murals, improved lighting and signage, decorative planters, and bike racks; and

WHEREAS, the estimated cost of the project is \$1,000,000.00 and the City of Rensselaer is requesting \$550,000.00 in DRI funding and will apply to other sources (Local Waterfront Revitalization Program, BOA Predevelopment Funding, NYS Parks Programs, Community Development Block Grant program, etc.) for the remaining \$450,000.00 to fully complete the project; and

WHEREAS, the City of Rensselaer is also committing a total of \$200,000.00 to be disbursed among all City projects selected by the LPC to be recommended to NYS for DRI funding and a portion of that \$200,000.00 may be committed to this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council approves and endorses the Riverfront Park Entryway Enhancements proposal, as described above, being submitted to the Local Planning Committee for potential Downtown Revitalization Initiative funding.

Passed by the following vote of Common Council
Members with voting recorded as follows:

Approved as to form and sufficiency this
19TH day of AUGUST, 2026

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Mayor

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

**A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE
DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR
RENSSELAER SMALL PROJECTS FUND (A CITY OF RENSSELAER PROJECT)**

WHEREAS, the City of Rensselaer has secured a \$10,000,000.00 Downtown Revitalization Initiative (DRI) Grant from the NYS Department of State to fund projects that will revitalize our downtown area; and

WHEREAS, as part of the DRI process a Local Planning Committee (LPC) has been formed to review project proposals and make recommendations to New York State for funding; and

WHEREAS, the City of Rensselaer is proposing a project to establish a Small Projects Fund for the City of Rensselaer from which local property owners and businesses can request up to \$100,000.00 to make improvements to their property; and

WHEREAS, the estimated cost of the project is \$600,000.00 and the City of Rensselaer is requesting \$600,000.00 in DRI funding and coordinate the project with the Economic Development Loan Program; and

WHEREAS, the City of Rensselaer is also committing a total of \$200,000.00 to be disbursed among all City projects selected by the LPC to be recommended to NYS for DRI funding and a portion of that \$200,000.00 may be committed to this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council approves and endorses the Small Projects Fund proposal, as described above, being submitted to the Local Planning Committee for potential Downtown Revitalization Initiative funding.

Passed by the following vote of Common Council
Members with voting recorded as follows:

Approved as to form and sufficiency this
19TH day of AUGUST, 2026

Corporation Counsel

Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR SPRINKLER PARK UPGRADES (A CITY OF RENSSELAER PROJECT)

WHEREAS, the City of Rensselaer has secured a \$10,000,000.00 Downtown Revitalization Initiative (DRI) Grant from the NYS Department of State to fund projects that will revitalize our downtown area; and

WHEREAS, as part of the DRI process a Local Planning Committee (LPC) has been formed to review project proposals and make recommendations to New York State for funding; and

WHEREAS, the City of Rensselaer is proposing a project to make upgrades to the Sprinkler Park including: a new splash pad and play equipment, new fencing and landscaping and other amenities; and

WHEREAS, the estimated cost of the project is \$700,000.00 and the City of Rensselaer is requesting \$661,905.00 in DRI funding and the Department of Public Works is committing to complete \$38,095.00 in in-kind work as match to the project; and

WHEREAS, the City of Rensselaer is also committing a total of \$200,000.00 to be disbursed among all City projects selected by the LPC to be recommended to NYS for DRI funding and a portion of that \$200,000.00 may be committed to this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council approves and endorses the Sprinkler Park Upgrades proposal, as described above, being submitted to the Local Planning Committee for potential Downtown Revitalization Initiative funding.

Passed by the following vote of Common Council
Members with voting recorded as follows:

Approved as to form and sufficiency this
19TH day of AUGUST, 2026

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Mayor

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

**A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE
DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR
HUYCK PARK AND MONUMENT LIGHTING (A CITY OF RENSSELAER PROJECT)**

WHEREAS, the City of Rensselaer has secured a \$10,000,000.00 Downtown Revitalization Initiative (DRI) Grant from the NYS Department of State to fund projects that will revitalize our downtown area; and

WHEREAS, as part of the DRI process a Local Planning Committee (LPC) has been formed to review project proposals and make recommendations to New York State for funding; and

WHEREAS, the City of Rensselaer is proposing a project to bring Huyck Park Alive with Lights, including decorative landscape lighting and directional accent lighting on the monument based on concepts developed in conjunction with an RPI Lighting Design Studio Project; and

WHEREAS, the estimated cost of the project is \$120,000.00 and \$100,000.00 will be requested through the DRI and \$20,000.00 from other sources (NYS Parks Grants) to fully complete the project; and

WHEREAS, the City of Rensselaer is also committing a total of \$200,000.00 to be disbursed among all City projects selected by the LPC to be recommended to NYS for DRI funding and a portion of that \$200,000.00 may be committed to this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council approves and endorses the Huyck Park and Monument Lighting Project, as described above, being submitted to the Local Planning Committee for potential Downtown Revitalization Initiative funding.

Passed by the following vote of Common Council
Members with voting recorded as follows:

Approved as to form and sufficiency this
19TH day of AUGUST, 2026

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Mayor

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

**A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE
DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR
COLUMBIA STREET IMPROVEMENTS (A CITY OF RENSSELAER PROJECT)**

WHEREAS, the City of Rensselaer has secured a \$10,000,000.00 Downtown Revitalization Initiative (DRI) Grant from the NYS Department of State to fund projects that will revitalize our downtown area; and

WHEREAS, as part of the DRI process a Local Planning Committee (LPC) has been formed to review project proposals and make recommendations to New York State for funding; and

WHEREAS, the City of Rensselaer is proposing a project to improve Columbia Street, in collaboration with the NYS Department of Transportation, by enhancing pedestrian safety, adding medians, updating crosswalks, improving lighting and adding landscaping; and

WHEREAS, the estimated cost of the project is \$2,000,000.00 and the City of Rensselaer is requesting \$1,200,000.00 in DRI funding and will apply for Transportation Improvement Project (TIP) or Transportation Alternative Program (TAP) Funding for the remaining \$800,000.00 to fully complete the project; and

WHEREAS, the City of Rensselaer is also committing a total of \$200,000.00 to be disbursed among all City projects selected by the LPC to be recommended to NYS for DRI funding and a portion of that \$200,000.00 may be committed to this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council approves and endorses the Columbia Street Improvements Project proposal, as described above, being submitted to the Local Planning Committee for potential Downtown Revitalization Initiative funding.

Passed by the following vote of Common Council
Members with voting recorded as follows:

Approved as to form and sufficiency this
_____ day of AUGUST, 2026

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Mayor

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

**A RESOLUTION APPROVING AND AUTHORIZING A PROJECT SUBMISSION TO THE
DOWNTOWN REVITALIZATION PROGRAM LOCAL PLANNING COMMITTEE FOR
COYNE FIELD IMPROVEMENTS (A CITY OF RENSSELAER PROJECT)**

WHEREAS, the City of Rensselaer has secured a \$10,000,000.00 Downtown Revitalization Initiative (DRI) Grant from the NYS Department of State to fund projects that will revitalize our downtown area; and

WHEREAS, as part of the DRI process a Local Planning Committee (LPC) has been formed to review project proposals and make recommendations to New York State for funding; and

WHEREAS, the City of Rensselaer is proposing a project to redesign the Coyne Field Recreation Area, with input from the public, by updating the ball field, improving parking, replacing the playground, redoing the basketball and tennis court area, improving lighting and signage and adding other amenities; and

WHEREAS, the estimated cost of the project is \$1,991,387.00 and the City of Rensselaer has applied to the NYS PLAYS Program for \$1,591,388.00 and is requesting \$399,999.00 in DRI funding as match to fully complete the project; and

WHEREAS, the City of Rensselaer is also committing a total of \$200,000.00 to be disbursed among all City projects selected by the LPC to be recommended to NYS for DRI funding and a portion of that \$200,000.00 may be committed to this project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council approves and endorses the Coyne Field Improvements Project proposal, as described above, being submitted to the Local Planning Committee for potential Downtown Revitalization Initiative funding.

Passed by the following vote of Common Council
Members with voting recorded as follows:

Approved as to form and sufficiency this
19TH day of AUGUST, 2026

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Mayor

Motion By: Council as a Whole

Seconded By:

BOND RESOLUTION

BOND RESOLUTION OF THE CITY OF RENSSELAER, RENSSELAER COUNTY, NEW YORK, ADOPTED AUGUST 19, 2026, AUTHORIZING THE UNDERTAKING OF A CERTAIN PROJECT IN THE CITY CONSISTING OF THE RECONSTRUCTION OF THE SOUTH STREET BRIDGE INCLUDING APPROACHES AND PEDESTRIAN IMPROVEMENTS TO THE SOUTH STREET BRIDGE, STATING THE ESTIMATED MAXIMUM COST OF SAID PROJECT, INCLUDING COSTS PRELIMINARY AND INCIDENTAL THERETO, IS \$2,193,000, APPROPRIATING SAID SUM THEREFOR AND AUTHORIZING THE ISSUANCE OF SERIAL BONDS OF THE CITY TO FINANCE SAID APPROPRIATION.

R E C I T A L S:

WHEREAS, the Common Council of the City of Rensselaer, New York, (the “City”) has determined that it is in the best interests of the residents of the City to undertake a certain project (the “Project”) in the City consisting of the reconstruction of the South Street Bridge including approaches and pedestrian improvements as more fully described in the US Department of Transportation Federal Highway Administration Federal-Aid Project Agreement for Project Number 1761.75.121, dated March 6, 2020 (the “Federal Application”); and

WHEREAS, as part of the Federal Application, the City prepared and submitted a Federal Environmental Worksheet and a State Short Form Environmental Assessment Form and determined that the Project is an “Type II Action” within the meaning of the State Environmental Quality Review Act and the regulations issued pursuant thereto (collectively, “SEQRA”);

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF RENSSELAER AS FOLLOWS:

Section 2. The Common Council hereby confirms its prior determination that the Project is a Type II Action within the meaning of SEQRA and, accordingly, no further action is required to be taken by the Common Council under SEQRA with respect to the Project.

Section 3. The City is hereby authorized to undertake the Project.

Section 4. (a) The estimated maximum cost of the Project is \$2,193,000, including preliminary costs and costs incidental thereto and the financing thereof, and said amount is hereby appropriated therefore.

(b) To finance said appropriation, the City will (i) use up to \$438,600 from the general fund, and (ii) the balance of the Project will be financed with serial bonds of the City are hereby authorized to be issued in the aggregate principal amount of up to \$1,754,400 pursuant to and in accordance with the provisions of the Local Finance Law, constituting Chapter 33-A of the Consolidated Laws of the State of New York (the "Law").

Section 5. (a) The plan of financing the cost of the Project consists of initially issuing bond anticipation notes in one or more series in the aggregate principal amount of up to \$2,193,000. The Project is eligible for funding from the federal government (in the form of reimbursements) in the amount of up to 80% of the cost of the Project. As reimbursements for costs paid for from the proceeds of such bond anticipation notes are received by the City from the federal government or from New York State, said reimbursements shall be applied as soon as practicable either to redeem such notes or pay costs of the Project. In no event shall such reimbursements be applied for any other purpose. At the conclusion of the Project, the City intends to pay from the general fund for its share of the cost of the Project which is presently estimated to be approximately \$438,600.

(b) The annual debt service on the bonds may (but need not) be substantially level or declining annual debt service as provided in Section 21.00 (d) of the Law. A portion of the bonds authorized hereby may (but need not) be a statutory installment bond.

Section 6. The following additional matters are hereby determined and stated:

(a) The period of probable usefulness of the specific objects or purposes for which the bonds authorized by this resolution are to be issued is at least twenty (20) years within the limitation of Section 11.00(a)(10) of the Law.

(b) Current funds are not required by the Law to be provided prior to the issuance of the bonds authorized by this resolution or any bonds anticipation notes issued in anticipation thereof, pursuant to Section 107.00 (d)(9) of the Law.

(c) Pursuant to Section 34.00 of the Law, this resolution is not subject to a permissive referendum.

(d) The City, including any subordinate entity of the City (within the meaning of Section 265(b)(3)(E) of the Internal Revenue Code of 1986, as amended (the “Code”), reasonably does not expect to issue more than \$10,000,000 of “qualified tax-exempt obligations” (as defined in Section 265 (b)(3) of the Code) during the 2026 calendar year.

(e) The bonds authorized by this resolution are not private activity bonds as defined in Section 141 of the Code.

(f) All of the proceeds of the bonds authorized by this resolution and any notes issued in anticipation of the sale of said bonds shall be used to undertake the Project and to pay costs incidental and preliminary thereto (including, without limitation, costs relating to the issuance of the bonds and any notes issued in anticipation of the issuance of said bonds).

Section 7. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law, shall be issued in fully registered form and shall be general obligations of the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of said bonds, and, to the extent other revenues are not available, provisions shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and notes to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 8. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, revised or otherwise created, is hereby authorized, ratified and confirmed, pursuant to, and subject to the restrictions of, Section 165.10 of the Law, for the objects or purposes described in Section 1 hereof. As provided in Section 165.10 of the Law, the City intends to reimburse such funds from the proceeds of the bonds or notes authorized hereby. This resolution confirms the previous declaration of official intent under Section 1.150-2 of the Treasury Regulations issued pursuant to the Code.

Section 9. The City hereby covenants and agrees with the holders from time to time of the bonds authorized hereby, and any bond anticipation notes issued in anticipation thereof, that the City will duly and faithfully observe and comply with the provisions of the Code relating to actions which the City must take or cause to be taken to ensure the status of the interest on the bonds authorized hereby, and any notes issued in anticipation thereof, is excludable from gross income for federal income tax purposes.

Section 10. The Treasurer of the City is hereby authorized to designate as a “qualified tax-exempt obligation” pursuant to and within the meaning of Section 265(b) of the Code the bonds authorized hereby and any notes issued anticipation thereof.

Section 11. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution or summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 12. The City Clerk is hereby authorized and directed to publish the foregoing bond resolution, or a summary thereof, in The Record, the official newspaper of the City, said bond resolution or summary to be published together with the City Clerk's statutory notice provided by Section 81.00 of the Law.

Section 13. This resolution shall take effect immediately.

Approved as to form and sufficiency
this 19th day of August, 2026.

Corporation Counsel

Approved:

John DeFrancesco, Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result	5			

Motion By: _____ COUNCIL AS A WHOLE

Seconded By: _____

**A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 10 OF 2026 AS TO
FORM AND SCHEDULING A PUBLIC HEARING**

WHEREAS, the City of Rensselaer has completed extensive planning that recognizes the importance of protecting environmentally sensitive streams and their biodiversity in the City, including the Comprehensive Plan, Open Space Plan, Natural Resource Inventory and Brownfield Opportunity Area Study; and

WHEREAS, based on that planning foundation, the City was selected to participate in a conservation overlay zoning project with Cornell University Department of Natural Resources and the Environment, with funding from the Environmental Protection Fund through the New York State Department of Environmental Conservation Hudson River Estuary Program; and

WHEREAS, through that project, an ad hoc committee of Rensselaer residents and officials worked with technical consultants to develop a Stream Protection Overlay District; and

WHEREAS, the Stream Protection Overlay District (the "SPO District") has been delineated to encompass stream corridors in the City along the Mill Creek, Quackenderry Creek, and unnamed tributaries in the northern portion of the City based on multiple overlapping conservation priorities; and

WHEREAS, the SPO District encompasses the stream corridors identified in the Rensselaer Comprehensive Plan, Open Space Plan, and Natural Resources Inventory for the contribution of their habitat, flood mitigation, pollution filtration, and recreational values to the character of the City; and

WHEREAS, the SPO District regulations focus on arranging future development in a way that maintains the contiguity and quality of habitat, and natural flood and pollution mitigation, while accommodating new homes and businesses; and

WHEREAS, the SPO District regulations apply only to parcels within 100 feet of the designated streams, and the established buffer only applies to the 50 feet closest to the designated streams because the focus is on maintaining and restoring the tracts of vegetation and habitat that lie primarily along the stream corridor and avoiding pollution that could affect streams; and

WHEREAS, within the SPO District, new construction must generally be set back 50 feet from streams; and

WHEREAS, the SPO District requires that new residential and commercial development must adhere to a conservation design process that involves identifying and prioritizing important natural areas, and using that information to determine which areas of a site are most suitable for development; and mitigation of past disturbance is also prioritized; and

WHEREAS, the SPO District also adds specific requirements designed to protect the identified resources, including minimizing tree removal, controlling stormwater, and reducing pollution; and

WHEREAS, the Common Council has determined that the proposed regulations will achieve the goal of protecting Rensselaer's natural resources while accommodating development; and

WHEREAS, the Common Council has determined that the Zoning Code may be amended to add the new sections by local law in accordance with the authority vested in the Common Council by Section 10 of the Municipal Home Rule Law;

NOW, THEREFORE, be it

RESOLVED, that the Common Council hereby accepts Proposed Local Law 10 of the Year 2026 for the purposes of commencing the local law adoption process; and be it further

RESOLVED, that pursuant to the provisions of SEQRA the Common Council hereby determines that the adoption of Proposed Local Law 10 is a Type I action (see, 6 NYCRR 617.4[b][2]), and the Common Council accepts the attached SEQRA FEAF Part 1 for the proposed action; and be it further

RESOLVED, that the Common Council determines that it will be the only agency with approval authority over the proposed action and therefore declares itself to be the Lead Agency for conducting the environmental review under SEQRA; and be it further

RESOLVED, that the Common Council directs the City Clerk to forward Proposed Local Law ___ to the Rensselaer County Planning Board for its review and advisory opinion pursuant to Section 239-m of the New York State General Municipal Law; and be it further

RESOLVED, that the Common Council directs the City Clerk to forward Proposed Local Law ___ to the City of Rensselaer Planning Commission for its review and advisory opinion pursuant to Section § 179-88 (B) of the Rensselaer City Code; and be it further

RESOLVED, that a public hearing on said Local Law will be held on September 2, 2026 at the City Hall of the City of Rensselaer located at 62 Washington Street, Rensselaer, New York, at 6:30 p.m., so as to the allow the Common Council to hear Public Comment on proposed Local Law No. 10 of 2026; a. pursuant to Chapter 23 of the City Rensselaer City Code; and be it further

RESOLVED, that the City Clerk is hereby directed to give, publish and post notice of said public hearing, as required by law; and be it further

PASSED BY THE FOLLOWING VOTE
OF COMMON COUNCIL MEMBERS WITH
VOTING RECORDED AS FOLLOWS:

APPROVED AS TO FORM AND
SUFFICIENCY THIS
____ DAY OF _____, 2026

CORPORATION COUNSEL

MAYOR

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

LOCAL LAW FILING

NEW YORK STATE DEPARTMENT OF STATE

41 State Street, Albany, NY 12231

CITY OF RENSSELAER

LOCAL LAW NO. 10 OF THE YEAR 2026,

A Local Law to Amend Article II
Zoning Districts Established by
adding a new Section 179.23.5 of
the Code of the City of Rensselaer,
titled Stream Protection Overlay
(SPO) District.

Be it enacted by the Common Council of the City of Rensselaer as follows:

ARTICLE I. INTENT

This Local Law shall be known as Local Law No.10 of 2026 and shall amend Article II Zoning Districts Established of the Code of the City of Rensselaer by adding a new Section 179.23.5, titled Stream Protection Overlay (SPO) District. This law is enacted pursuant to Section 10(1)(ii)(a)(11) and (12) of the Municipal Home Rule Law and Section 19 and 20 of the General City Law. It is the intention of the Common Council to supersede any inconsistent terms in state law to the extent authorized by the Constitution and Municipal Home Rule Law.

ARTICLE II. LEGISLATIVE ACTION

The Common Council of the City of Rensselaer, New York hereby amends Article II Zoning Districts Established of the Code of the City of Rensselaer, by adding a new Section 179.23.5 titled Stream Protection Overlay (SPO) District, so as to read as follows:

§ 179-23.5 Stream Protection Overlay (SPO) District.

A. Purpose and intent. The goals of the Stream Protection Overlay (SPO) District are to:

- (1) Promote the ecological health of stream corridors within the City of Rensselaer by protecting and restoring streams and adjacent lands.
- (2) Provide for responsible development of parcels adjacent to the City's streams.
- (3) Protect public health and welfare by reducing pollution risks, preserving water quality, filtering runoff, and reducing the risk of damage from flooding.
- (4) Protect and enhance habitat for birds, fish, and other wildlife.
- (5) Enhance the aesthetic character of the City's streams, which are a source of civic pride.
- (6) Promote public access to stream corridors where appropriate.
- (7) Foster public awareness of protecting the City's streams.

B. Overlay boundaries and effect.

- (1) The SPO District includes all land lying within 100 feet of the centerline of designated streams, including the Mill Creek and its tributaries, the Quackenderry Creek and its tributaries, and the network of unnamed streams north of Washington Avenue.
- (2) Regulated stream corridors are shown on the Stream Protection Overlay District Map, as incorporated in the zoning code and available at the City Clerk's Office.
- (3) Within the SPO District, the regulations herein shall apply in addition to the regulations of the underlying zoning district.

C. Permitted uses. All permitted and special permitted uses in the underlying zoning district in which the parcel is located are allowed under the same terms, except:

- (1) Commercial and industrial uses that are permitted in the underlying zoning district require a Special Use Permit in the SPO District.
- (2) Prohibited uses. The following uses and activities are specifically prohibited within the SPO District to safeguard water quality:
 - (a) Motor vehicle service station or fueling station;
 - (b) Cemetery or crematorium;
 - (c) Parking garage;
 - (d) Quarries and pits;

- (e) Drive-in facility;
- (f) Contractor's yard;
- (g) Manufacturing, light;
- (h) Manufacturing operations;
- (i) Warehouse, wholesale or distribution center;
- (j) Dry-cleaning facilities, and dry-cleaning outlets;
- (k) Junkyard, salvage, or impoundment yards (including used motor vehicle parts and scrap/waste materials);
- (l) Motor vehicle washing, cleaning, and polishing facilities, or facilities for the self-service washing of motor vehicles (e.g., car washes);
- (m) Landfill;
- (n) Any primary or accessory use or activity that involves the outdoor use, outdoor storage or disposal of petroleum, deicing compounds, hazardous substances, radioactive material, fertilizer, herbicides, pesticides, or aqueous-carried waste.

(i) Upon enactment of this law, any lawful pre-existing land use may continue, but no new outdoor use, storage or disposal of the materials listed above is permitted.

(ii) Routine seasonal application of deicing compounds is not restricted.

D. Steep slope protection. No construction activities, removal of trees (other than trees identified as hazardous by a certified arborist), excavation or depositing of fill shall be permitted on slopes of 15% or greater in the SPO District.

E. New construction in the SPO. Within the SPO District, no person shall undertake any construction, clearing, excavation, or fill activity disturbing more than 200 square feet of land (the "regulated activity") except pursuant to the following requirements.

(1) Setback. Within the SPO District, there shall be no disturbance of a stream bed, and no regulated activity shall be located within 50 feet of a stream, measured from the mean high-water line. Exceptions:

(a) Actions designed to restore past streambank disturbance and restore a healthy stream corridor are encouraged, such as removing impervious surfaces, restoring stable streambanks, adding native vegetation, or daylighting buried streams. Such action is only permitted if approved through site plan review as described below.

(b) Docks, piers, bridges, and public access structures, which, by their nature, must be located in or over the stream may be permitted by the Planning Commission if the Commission finds that the proposal provides a significant public benefit, protects the ecological integrity of the stream, and meets the criteria below for site plan approval.

(2) Site plan review required. For any regulated activity in the SPO District, site plan review is required. In addition to the standard requirements for site plan approval, the Planning Commission may only grant site plan approval for activities within the SPO District upon a finding that the activity meets the following criteria:

(a) The area within 50 feet of the stream (mean high water line) is maintained in a wooded and/or vegetated state to the maximum extent practicable.

(b) The proposed activity will not result in increased erosion.

(c) The proposed activity will not result in pollution from surface or subsurface runoff. It involves no storage of materials or equipment that could cause pollution or injure human, animal or plant life.

(d) The proposed activity includes appropriate measures to minimize stormwater quantity and velocity and protect stream water quality. Green infrastructure practices are integrated to the maximum extent practicable.

(e) Areas of natural resource preservation on the site shall be contiguously linked, to the extent practical, with preservation areas on adjacent parcels.

(f) Where possible, the design provides passive recreation and/or public pedestrian access to the stream. Public education opportunities are included if appropriate (e.g. signs, kiosks, viewing areas)

(g) The proposed site plan incorporates native vegetation where possible and does not include the planting of invasive species.

(h) The proposed activity will not result in degradation of scenic character and will be compatible with its surroundings.

(3) Stormwater control.

(a) Any project in the SPO District involving 10,000 square feet or more of disturbance shall require a Stormwater Pollution Prevention Plan meeting standard New York State requirements and must be approved by the City Engineer.

(b) Smaller disturbances shall require an erosion and sediment control plan to the satisfaction of the Building Inspector.

(4) Professional expertise for review.

(a) The City and/or Planning Commission are authorized to retain the services of an ecological consultant, hydrologist, engineer, or other consultant(s) as needed to assist with the review required herein.

(b) The fees charged by the consultant will be paid by the applicant. An escrow account may be established for such fees. Final approval will not be granted until all fees are paid.

F. Definitions. For purposes of the SPO District, the following words shall have the specified definitions:

(1) Stream centerline: The stream centerline is the line halfway between low-water marks of the banks on each side of the stream.

(2) Green infrastructure: Green infrastructure is an approach to managing stormwater that uses plants, soil, and landscape design to absorb, filter and disperse stormwater. Green infrastructure design should follow the requirements in Chapter 5 of the New York State Stormwater Management Design Manual, including preserving natural features, minimizing impervious surface, and using best management practices to capture and filter runoff.

(3) Invasive species: A species that is non-native to the local ecosystem and whose introduction causes or is likely to cause economic or environmental harm or harm to human health. Includes species prohibited and regulated in 6 NYCRR Part 575.

(4) Mean high water line: The approximate average highwater level of a stream at a given location, which distinguishes between predominantly aquatic and predominantly terrestrial habitat.

(5) Native vegetation: Flowers, grasses, ferns, and groundcovers, shrubs, trees and vines classified as native to New York State by the Department of Environmental Conservation Division of Lands and Forests.

(6) Stream bed: That land area of a watercourse covered by water at mean high water.

ARTICLE III SEVERABILITY

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or

impair the validity of the remainder of this local law or the application thereof to other persons or circumstances.

ARTICLE IV. EFFECTIVE DATE

This Law shall take effect immediately upon its filing with the Office of the New York State Secretary of State

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

**RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH THE
RENSSELAER PROFESSIONAL FIREFIGHTERS ASSOCIATION AND
AUTHORIZING THE MAYOR TO SIGN THE MEMORANDUM OF AGREEMENT**

WHEREAS, the City of Rensselaer (hereinafter “City”) and the Rensselaer Professional Firefighters Association (hereinafter “Union”) are parties to a collective bargaining agreement for the period August 1, 2018 to July 31, 2024; and

WHEREAS, the parties engaged in negotiations and mediation but were unable to reach consensus on a successor agreement; and

WHEREAS, the Union filed a Petition for Interest Arbitration (IA 2025-005; M2024-104) dated October 14, 2025; and

WHEREAS, the City filed its Response to the Petition on October 30, 2025; and

WHEREAS, both parties have Improper Practice Charges pending before the Public Employment Relations Board; and

WHEREAS, Interest Arbitration has been scheduled for October 22, 2026; and

WHEREAS, the parties, through their representatives, have engaged in discussions seeking to resolve the contract impasse and pending Interest Arbitration proceeding, and the pending Improper Practice Charges; and

WHEREAS, the parties have reached a tentative agreement and wish to commit same to writing.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Rensselaer approves the attached Memorandum of Agreement; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Mayor of the City of Rensselaer be authorized to execute said attached agreement which has already been received by an approved by the Office of Corporation Council.

Approved as to form and sufficiency this
19TH day of AUGUST, 2026

 Corporation Counsel

 Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hoyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF RENSSELAER AND
THE RENSSELAER PROFESSIONAL FIREFIGHTERS ASSOCIATION
DATED JULY , 2026

WHEREAS, the City of Rensselaer (hereinafter “City”) and the Rensselaer Professional Firefighters Association (hereinafter “Union”) are parties to a collective bargaining agreement for the period August 1, 2018 to July 31, 2024; and

WHEREAS, the parties engaged in negotiations and mediation but were unable to reach consensus on a successor agreement; and

WHEREAS, the Union filed a Petition for Interest Arbitration (IA 2025-005; M2024-104) dated October 14, 2025; and

WHEREAS, the City filed its Response to the Petition on October 30, 2025; and

WHEREAS, both parties have Improper Practice Charges pending before the Public Employment Relations Board; and

WHEREAS, Interest Arbitration has been scheduled for October 22, 2026; and

WHEREAS, the parties, through their representatives, have engaged in discussions seeking to resolve the contract impasse and pending Interest Arbitration proceeding, and the pending Improper Practice Charges; and

WHEREAS, the parties have reached a tentative agreement and wish to commit same to writing.

NOW, THEREFORE, the parties agree as follows:

1. **Housekeeping** – Update dates and language in the Agreement and include gender neutral language and applicable side letters of agreement and/or Memoranda of Agreement as mutually agreed.

Attached hereto as Exhibit “A” are a Memorandum of Agreement dated October 15, 2021, a Labor Management Agreement dated April 18, 2019, and a Labor Management Agreement dated May 31, 2018, which are to be incorporated into the collective bargaining agreement.

2. **Term of Agreement** – Two (2) year term: August 1, 2024 through July 31, 2026.

3. **Wages (Article 20)** – Effective 8/1/24: 2.5% (retro)
Effective 8/1/25: 2.5% (retro)

Retroactive pay to be paid within thirty (30) calendar days after legislative approval of this Memorandum of Agreement by the City of Rensselaer Common Council.

4. **Longevity** – to be updated as follows:

“Completion of:	Now	Change (8/1/24)
10 years of service	\$1150	\$1200
15 years of service	\$1200	\$1400
20 years of service	\$1250	\$1550
25 years of service	\$1300	\$1700”

5. **Clothing Allowance (Article 4)** – Increase from \$800 to \$1000 annually effective 8/1/25.

Add at end of first paragraph: “The Employer shall prorate the amount if it has prior knowledge of retirement or departure of an employee. The prorated amount will be calculated from August 1 until the “retirement” or “departure” date as follows: \$2.19 per day (\$800/year ÷ 365 days) Effective August 1, 2025: \$2.74 per day (\$1000/year ÷ 365 days).”

6. **Additional Clothing Items (Article 4)** – Add 1 job shirt and 1 duty belt to list of items that the City provides at no cost to each firefighter.
7. **Add Juneteenth as a Holiday (Article 6)** – Effective 8/1/25, add Juneteenth to the list of paid holidays. Each firefighter will receive eight (8) hours pay at his/her regular hourly rate pursuant to Article 6’s terms and conditions.
8. **Add Captain to Union Leave (Article 7)** – Modify Article’s first sentence to read as follows: “Any firefighter or Captain elected as a delegate...”

Modify last sentence to read as follows: “If the other Union business or seminar is local, the firefighter and/or Captain must complete the second half of his/her shift subsequent to the completion of such seminar (if the second half of the shift is completed, then only ½ day should be charged to the Union).”

9. **One Captain and One Firefighter Permitted Off per Shift: Vacations (Article 15)** – Modify to reflect that one Captain and one firefighter will be permitted to be off per shift.

10. **Advance Notice Reduction as Appropriate Throughout Agreement – e.g. Vacations (Article 15)** – Modify 28 days' notice to 21 days' notice and 35 days' notice to 28 days' notice as set forth in the Memorandum of Agreement dated October 15, 2021 attached hereto.

11. **Vacation Selection Changes – Vacations (Article 15)** –

Section A – Add: “Vacation leave time is accrued effective August 1 and is to be used in accordance with the procedure set forth herein, starting on the first Sunday in March of the following year.”

Amend second paragraph, first sentence from “the last Sunday in February” to “last day of February of the following year.”

Amend third paragraph to change “February 1” to “January 15”

Replace fourth paragraph, first sentence with “Unused vacation time may be sold back in increments of twenty (20) hour days for a total of eighty (80) hours.”

Section C – Shall be amended to read as follows: “If Kelly Day falls on a day the employee requested off duty, the employee can use a vacation day and move the Kelly Day to the next scheduled work shift.”

12. **Define “Local” in Article 7** – Define “Local” as per the City’s initial proposal: “As used herein, the term “local” shall mean a distance less than 50 miles any one way – calculated from GOOGLE MAPS shortest distance from the North Station.”

13. **Grievance Procedure (Article 19)** –

Section 9A – Add: “If a party fails to proceed to arbitration within the time limit set forth in the Agreement, the grievance will be deemed withdrawn and of no further force or effect.”

Section 9B – Add: “The party seeking Arbitration must file a Demand for Arbitration in accordance with the rules and procedures of the NYS Public Employment Relations Board.”

14. **Sick Leave (Article 24)** –

Section C – Modified to read as follows: “To be entitled to sick leave, firefighters must notify the Chief or on duty Captain by phone call contact at least three (3) hours prior to the commencement of their scheduled work shift, except in cases of emergency.”

Section E – Modify to add “or on duty Captain” where “Chief” is written.

15. Incorporate the current HIPPA form, attached hereto as Exhibit “B”, as part of the General Municipal Law Section 207-a procedure.
16. Counsel for the parties agree to meet to update the Family and Medical Leave policy in Article 32 of the collective bargaining agreement.
17. Delete Appendix C, Lifetime Contract Agreement.
18. All other proposals by either side are withdrawn. In addition, PERB cases U-40076 (Union) and U-40092 (City) and Interest Arbitration Case IA 2025-005, M2024-104 shall be discontinued by the parties.
19. Add fifth (5th) Roving Captain to mirror the firefighter language as set forth in Exhibit “A” attached hereto and applicable sections of the collective bargaining agreement.

AGREED TO THE ____ DAY OF JULY, 2026

CITY OF RENSSELAER

RPFA, LOCAL 2643

John DeFrancesco, Mayor

Mark Hennessey, RPFA President

William F. Brooking, Fire Chief

Josh Davenport, RPFA Vice President

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

**RESOLUTION APPROVING A CONTRACT WITH THE RENSSELAER FIRE
DEPARTMENT CHIEF**

WHEREAS, the City of Rensselaer (hereinafter "City") and the Rensselaer Fire Chief are interested in entering a written agreement detailing the duties, rights, and responsibilities of the Fire Chief; and

WHEREAS, a draft written agreement has been created detailing each parties duties, rights and responsibilities;

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Rensselaer approves the attached Memorandum of Agreement; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Mayor of the City of Rensselaer be authorized to execute said attached agreement.

Approved as to form and sufficiency this
19TH day of AUGUST, 2026

Corporation Counsel

Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

AGREEMENT dated this 1st day of **August 2026**, by and between the City of Rensselaer (City) and William F. Brooking, Jr. (Brooking).

Under the terms and conditions herein set forth and subject to applicable laws, rules and regulations the City agrees to employ Brooking as the Chief of Fire of the City of Rensselaer and Brooking agrees to accept such employment.

DUTIES

Brooking agrees to the best of his ability he will perform the duties of the Chief of Fire as set forth in applicable law, rules and regulations including but not limited to the Duties and Rules of Conduct of the Fire Department of the City of Rensselaer and perform such additional duties as he may be reasonably directed to perform by the City of Rensselaer consistent with Brooking's status as Chief of Fire. Furthermore, except as otherwise provided herein, the duties, benefits and responsibilities contained in the General Municipal Law of the State of New York shall be applicable to Brooking's employment.

TERM

This Agreement will cover the year August 1, 2026, through July 31, 2030.

TENURE

SECTION 1: Subject to any contrary provisions set forth in this Agreement the City agrees that Brooking shall be accorded the same rights that competitive employees receive maintaining employment as set forth by law. Provided, however, that nothing in this agreement shall be deemed to extend Brooking's employment beyond that permitted by law.

WORK WEEK

SECTION 1: 52 Hours per pay period and may be flexed by the member from Sunday through Saturday to accomplish the mission of the Department.

RETIREMENT AND RELATED BENEFITS

SECTION 1: Effective September 4, 2020, Brooking will be provided with retirement benefits pursuant to the provisions of Section 384-e of the Retirement and Social Security Law, as it may be amended from time to time.

INSURANCE AND RELATED BENEFITS

SECTION 1: The City shall provide full coverage of a thirty-five thousand (\$35,000.00) Life, Accidental Death, and Dismemberment policy until termination of employment, at no cost to Chief Brooking.

SALARY, COMMAND AND LONGEVITY PAY

SECTION 1: The salary increase(s) will be implemented annually.

<u>DATE</u>	<u>SALARY</u>	<u>RAISE</u>	<u>SALARY</u>	<u>COMMAND</u>	<u>LONGEVITY</u>	<u>TOTAL</u>
Aug 1, 2026	\$37,874.13		\$37,874.13	\$3,500.00	\$1,500.00	\$42,874.13
Aug 1, 2027	\$37,874.13	3% (\$1,136.22)	\$39,010.35	\$3,500.00	\$1,500.00	\$44,010.35
Aug 1, 2028	\$39,010.35	3% (\$1,170.31)	\$40,180.66	\$3,500.00	\$1,500.00	\$45,180.66
Aug 1, 2029	\$40,180.66	3% (1,205.42)	\$41,386.08	\$3,500.00	\$1,500.00	\$46,386.08

Command pay and longevity pay shall be paid bi-weekly as part of Brooking's salary.

CLOTHING ALLOWANCE

SECTION 1: Brooking shall have a clothing allowance of \$1,000.00 per year payable in the first pay period of December each year. Should Brooking resign, be discharged, or retire during the year this allowance will be pro-rated at \$2.74 per day from August 1 until resignation, discharge or retirement date.

VACATION LEAVE

SECTION 1: Brooking shall be entitled to a paid vacation, consisting of twenty (20) working days annually. A working day shall mean four (4) hours.

SECTION 2: Should Brooking resign or have his employment terminated with or without cause, he shall forfeit his right to such vacation leave.

SECTION 3: Should Brooking die prior to his receipt of said leave for any year, he shall have an amount equivalent to his pay for those days paid to his spouse, beneficiary, or estate.

SECTION 4: Should Brooking become ill, injured, or incapacitated, whether job related or not, prior to the taking of such leave and if he is unable to return to work to claim or use such vacation leave credits during that calendar year, he shall be compensated based on his straight time plus command pay plus longevity divided by 1040.

SECTION 5: No accrued vacation leave shall be paid to Brooking except as set forth in "Vacation Leave Section 3, and 4."

SECTION 6: Brooking shall start August 1, 2026, with 20 vacation days and accrual will occur each August 1 thereafter.

HOLIDAY LEAVE

SECTION 1: Brooking shall be entitled to the following paid holidays or days celebrated as such:

New Year's Day	Martin Luther King Day	Presidents Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Election Day
Thanksgiving Day	Day after Thanksgiving	Christmas Day
Juneteenth		

SECTION 2: In addition to the above, Brooking shall be entitled to all other days that may be granted by the City Mayor that City Hall shall be closed as a Holiday for City Employees.

SICK LEAVE

Absence from duty, by reason of sickness or disability shall be paid as provided in this section and not otherwise. Absence from duty for such reasons shall be considered and known as "Sick Leave".

The following regulations shall govern such absence from duty:

Brooking shall be granted sick leave with pay of one-half (1/2) working day (2hrs) a month for a total of six (6) working days (24hrs) a year.

The six (6) working days a year to be allowed with pay may be accumulated.

Upon becoming sick or disabled, Brooking may, during sickness or disability, be granted sick leave with pay to the extent of the unused sick leave time which was accumulated.

Allowable and allowed sick leave time shall be considered for all purposes as continuous service, but in the event of resignation or discharge, accumulated and unused sick leave shall be cancelled and not paid to Brooking.

If Brooking uses all sick time due to an extended illness, he will be covered by New York State Disability Insurance, if otherwise eligible.

Should Brooking die prior to use of said sick leave, he shall have an amount equivalent to his pay for those days paid to his spouse, beneficiary, or estate.

Brooking shall start August 1, 2026, with 24hrs of sick leave and accrual will occur monthly as specified above.

The City may require a physician's certificate for any absence of more than five (5) days. Where the illness or disability is of long duration, a physician's certificate may be required for every ten (10) days of continuous absence. In any case, the city may require an examination by a physician, or other acceptable evidence that the illness or disability is bona fide, if the city reasonably believes that the illness or disability is not bona fide.

PERSONAL LEAVE

SECTION 1: Brooking shall be entitled to three (3) working days a year with pay for personal leave. Said personal leave, if not used during the year, shall NOT be cumulative.

Brooking shall start August 1, 2026, with (3) working days of personal leave to be used by December 31, 2026. New accruals will occur January 1st to be used during the calendar year.

Allowable and allowed personal leave time shall be considered for all purposes as continuous service, but in the event of resignation or discharge the unused personal leave shall be cancelled and not paid to Brooking.

FAMILY DEATH LEAVE

Section 1: Brooking shall be granted five (5) consecutive days leave upon the death of a spouse, child or stepchild and three (3) consecutive days leave upon the death in the immediate family during which Brooking shall not loose pay. For the purpose hereof, immediate family shall include natural, foster, stepparents, grandchildren, siblings, in-laws, or any relative residing in the employee's household. Such leave is not to be cumulative.

JURY DUTY

SECTION 1: Brooking shall be granted a leave of absence when required to report for jury duty provided, he shows evidence of such proposed jury duty satisfactory to the Board of Public Safety. Brooking shall be paid the difference between jury duty compensation he receives and his regular wages for each day of jury duty. If Brooking serves on jury duty for one-half day, he is required to return to work for the remainder of the day.

OUTSIDE EMPLOYMENT

SECTION 1: Consistent with applicable law, Brooking may engage in off-duty employment provided that such employment does not interfere with Brooking's employment with the Department. Brooking shall not engage in any employment or business which provides services similar in nature to those provided during the course of employment with the Department, which the City of Rensselaer, except as approved by the Board of Public Safety.

ADDITIONAL RIGHTS OF BROOKING

SECTION 1: To the extent consistent with law, the City shall be liable for and shall assume liability to the extent that it shall save harmless, Brooking for any negligent act or tort, provided, at the time of the negligent act or tort complained of, he was acting in the performance of his duties and within the scope of his employment.

In addition to the above, the City will provide up to five thousand dollars (\$5,000.00) of indemnification for punitive damages provided that, at the time of the negligence act or tort complained of, Brooking was acting in the performance of his duties and within the scope of his employment.

If Brooking is faced with a claim arising out of an incident related to his service with the Department, the City will provide legal counsel for his protection and hold him harmless for any financial loss except judgement resulting from acts of willful misconduct, gross negligence or actions not within the course or scope of employment.

The City agrees to reimburse Brooking, if otherwise eligible for travel expenses while on travel status in the performance of his official duties, reasonable expenses incurred for hotel, lodging, meals and incidental expenses related thereto, upon submission of receipts which the City Treasurer deems satisfactory. If Brooking is required to use his own personal vehicle, he shall be reimbursed at the established IRS per mile rate.

SECTION 2: Wages, hours, and all other conditions of employment legally in effect at the execution of this agreement, except as specifically modified by agreement between the parties, shall be maintained during the term of this agreement.

All employees of the Department, while rendering authorized aid to another community, are fully covered by Workers' Compensation and liability insurance as provided by State Law.

Any action taken by a member of the department on off-duty time, which would have been authorized action if taken by a department member acting in the performance of his duties and within the scope of his employment, shall be considered fire action and the employee shall have all the rights and benefits as if the employee had been on regular duty provided, however, that this section shall not apply to any department member in the employ of another employer at the time the action occurred.

SECTION 3: If the parties hereto have failed to agree upon a new contract on or before July 31, 2030, all the terms and conditions set forth in this agreement and any supplements or modifications thereof shall continue in full force and effect until the date of execution of a new agreement. If the parties are unable to agree upon a new contract by September 1, 2030, either party may submit the matter to final and binding arbitration. The arbitrator shall be chosen pursuant to the Rules of the Public Employment Relations Board.

SECTION 4: If any Article or Section of the agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with and enforcement of any Article or Section should be restrained by such tribunal, the remainder of this agreement and its supplements shall be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such Article or Section, if legally permissible. If the parties fail to agree, within sixty (60) days after commencement of negotiations, either party may submit the matter to final and binding arbitration pursuant to the Rules of the Public Employment Relations Board.

SECTION 5: It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation and amendment or law or by providing additional funds, therefore, shall not become effective until the appropriate legislative body has been given approval.

AGREEMENT GRIEVANCE PROCEDURE

An agreement grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

STEP 1: A grievance must be presented by Brooking in writing, to the Board of Public Safety or its designee, within three (3) working days of the occurrence of the act complained about, or within ten (10) working days after Brooking knows, or should have known, about the occurrence.

Within seven (7) working days of presentation of the grievance, the Board of Public Safety or its designee shall meet with Brooking and shall try to resolve the matter. Within three (3) working days after such a meeting, the Board of Public Safety or its designee shall deliver a written decision to Brooking.

STEP 2: If Brooking is not satisfied with the decision made by the Board of Public Safety or its designee. Brooking may make a written request for an appeal directly to the Board of Public Safety within five (5) working days of receipt of Step 1 decision. The Common Council shall review the grievance and, within ten (10) working days after receipt of the agreement, issue a written decision.

STEP 3: Brooking may, within ten (10) working days following receipt of the Step 2 decision, file with the City and Public Employment Relations Board, with copies to the Mayor and Corporation Counsel, a Demand for Arbitration. The decision of the arbitrator will be final and binding on the parties. If Brooking is sustained on the grievance, the City shall pay the arbitrator's fees and expenses. If the grievance is settled, the settlement shall provide the way in which the arbitrator's fees and expense shall be allocated to Brooking and the City.

A grievance may be settled at any stage of the proceeding. The time limits contained herein may be extended by mutual consent, which is in writing. All written decisions of the employer shall be served upon Brooking.

Brooking shall not suffer any reprisals or retaliatory acts by the City due to Brooking's exercising his rights under the above grievance procedure.

DISCIPLINARY PROCEDURES

SECTION 1: The following disciplinary procedure for incompetency or misconduct shall apply to Brooking in lieu of the procedure specified in the Civil Service Law section 75 and 76.

SECTION 2: Brooking shall be entitled to representation by an attorney, selected at Brooking's own expense, at each step of the disciplinary procedure.

SECTION 3: Before the Board of Public Safety can impose suspension without pay, a fine not to exceed one hundred dollars (\$100.00), loss of accrued leave credits, reduction in grade or dismissal from service, a written Notice of Discipline shall be served upon Brooking. Such Notice of Discipline shall clearly state the specific acts for which discipline is being imposed and the penalty proposed for such acts.

SECTION 4: This Notice of Discipline shall be served personally upon Brooking, if possible. If service cannot be conducted personally, it shall be made by certified mail, and return receipt requested to Brooking's last known address.

SECTION 5: The penalty proposed by the city may not be implemented until:

1. The employee fails to file a grievance within ten (10) calendar days of the service of the Notice of Discipline, or
2. Having filed a grievance, the employee elects not to pursue it, or
3. The penalty is upheld by the disciplinary arbitrator, or a different penalty is determined by the arbitrator to be appropriate, or
4. The matter is settled at any stage of the disciplinary proceedings by agreement between the parties.

Notwithstanding the foregoing, an employee may be suspended without pay for a period not exceeding thirty (30) days, pending determination of the charges. If the employee is found to be innocent of the charges, the employee shall be reinstated to his position with full pay for the period of suspension less the amount of compensation the employee may have earned in any other employment or occupation, and less any unemployment insurance benefit the employee may have received during such period.

SECTION 6: Unless settled, or otherwise resolved, the Notice of Discipline may be the subject of grievance before the Board of Public Safety or their designee, filed in writing by Brooking within ten (10) calendar days of service of the Notice of Discipline.

The Board of public Safety shall hold a hearing within twenty-one (21) calendar days after the filing of the grievance and shall render a written decision within fourteen (14) calendar days of the close of the hearing, or after receipt of the transcript if either party has ordered one. In those proceedings where a transcript has been ordered, the party ordering such shall be solely responsible for the cost and shall furnish a copy of the transcript to the other party.

SECTION 7: If Brooking is not satisfied with the decision of the Board of Public Safety, either one may file for arbitration within ten (10) working days following receipt of written decision of the Board of Public Safety. Disciplinary arbitrators shall be chosen from the local panel of the Public Employment Relations Board. A copy of the Demand for Arbitration shall be filed with the Board of Public Safety and Corporation Counsel of the City of Rensselaer. If Brooking is sustained on the grievance, the City shall pay the arbitrator's fees and expenses. If the City is sustained, Brooking and the City will each pay one half of the arbitrator's fees and expenses. If the grievance is settled, the settlement shall provide the way the arbitrator's fees and expenses shall be allocated to Brooking and the City. The decision of the arbitrator will be final and binding on the parties.

SECTION 8: A disciplinary grievance may be settled at any stage of the proceedings by an agreement in writing signed by Brooking and the City.

SECTION 9: The time limits contained herein may be extended by written mutual consent. All written decisions shall be served upon Brooking.

CITY OF RENSSELAER

Dated:

By:

DRAFT

John DeFrancesco

Mayor

Dated:

By:

DRAFT

William F. Brooking, Jr.

Chief of Fire

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

**RESOLUTION APPROVING A CONTRACT WITH THE RENSSELAER FIRE
DEPARTMENT ASSISTANT CHIEF**

WHEREAS, the City of Rensselaer (hereinafter "City") and the Rensselaer Fire Assistant Chief are interested in entering a written agreement detailing the duties, rights, and responsibilities of the Assistant Fire Chief; and

WHEREAS, a draft written agreement has been created detailing each parties duties, rights and responsibilities;

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Rensselaer approves the attached Memorandum of Agreement; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Mayor of the City of Rensselaer be authorized to execute said attached agreement.

Approved as to form and sufficiency this
19TH day of AUGUST, 2026

Corporation Counsel

Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

AGREEMENT dated this 1st day of **August 2026**, by and between the City of Rensselaer (City) and Randolph M. Cherubino (Cherubino).

Under the terms and conditions herein set forth and subject to applicable laws, rules and regulations the City agrees to employ Cherubino as the Assistant Fire Chief of the City of Rensselaer and Cherubino agrees to accept such employment.

DUTIES

Cherubino agrees to the best of his ability he will perform the duties of the Assistant Fire Chief as set forth in applicable law, rules and regulations including but not limited to the Duties and Rules of Conduct of the Fire Department of the City of Rensselaer and perform such additional duties as he may be reasonably directed to perform by the City of Rensselaer consistent with Cherubino's status as Assistant Fire Chief. Furthermore, except as otherwise provided herein the duties, benefits and responsibilities contained in the General Municipal Law of the State of New York shall be applicable to Cherubino's employment.

TERM

This Agreement will cover the year August 1, 2026, through July 31, 2030.

TENURE

SECTION 1: Subject to any contrary provisions set forth in this Agreement the City agrees that Cherubino shall be accorded the same rights that competitive employees receive maintaining employment as set forth by law. Provided, however, that nothing in this agreement shall be deemed to extend Cherubino's employment beyond that permitted by law.

WORK WEEK

SECTION 1: 52 Hours per pay period and may be flexed by the member from Sunday through Saturday to accomplish the mission of the Department.

RETIREMENT AND RELATED BENEFITS

SECTION 1: Effective February 9, 2022, Cherubino will be provided with retirement benefits pursuant to the provisions of Section 384-e of the Retirement and Social Security Law, as it may be amended from time to time.

INSURANCE AND RELATED BENEFITS

SECTION 1: The City shall provide full coverage of a thirty-five thousand (\$35,000.00) Life, Accidental Death, and Dismemberment policy until termination of employment, at no cost to Assistant Chief Cherubino.

SALARY, COMMAND AND LONGEVITY PAY

SECTION 1: The salary increase(s) will be implemented annually.

<u>DATE</u>	<u>SALARY</u>	<u>RAISE</u>	<u>SALARY</u>	<u>COMMAND</u>	<u>LONGEVITY</u>	<u>TOTAL</u>
Aug 1, 2026	\$21,642.36		\$21,642.36	\$3,500.00	\$1,500.00	\$26,642.36
Aug 1, 2027	\$21,642.36	3% (\$649.27)	\$22,291.63	\$3,500.00	\$1,500.00	\$27,291.63
Aug 1, 2028	\$22,291.63	3% (\$668.75)	\$22,960.38	\$3,500.00	\$1,500.00	\$27,960.38
Aug 1, 2029	\$22,960.38	3% (\$688.81)	\$23,649.19	\$3,500.00	\$1,500.00	\$28,649.19

Command pay and longevity pay shall be paid bi-weekly as part of Cherubino's salary.

CLOTHING ALLOWANCE

SECTION 1: Cherubino shall have a clothing allowance of \$1,000.00 per year payable in the first pay period of December each year. Should Cherubino resign, be discharged, or retire during the year, this allowance will be pro-rated at \$2.74 per day from August 1 until resignation, discharge or retirement date.

VACATION LEAVE

SECTION 1: Cherubino shall be entitled to a paid vacation, consisting of twenty (20) working days annually. A working day shall mean four (4) hours.

SECTION 2: Should Cherubino resign or have his employment terminated with or without cause, he shall forfeit his right to such vacation leave.

SECTION 3: Should Cherubino die prior to his receipt of said leave for any year, he shall have an amount equivalent to his pay for those days paid to his spouse, beneficiary, or estate.

SECTION 4: Should Cherubino become ill, injured, or incapacitated, whether job related or not, prior to the taking of such leave and if he is unable to return to work to claim or use such vacation leave credits during that calendar year, he shall be compensated based on his straight time plus command pay plus longevity divided by 1040.

SECTION 5: No accrued vacation leave shall be paid to Cherubino except as set forth in "Vacation Leave Section 3, and 4."

SECTION 6: Cherubino shall start August 1, 2026, with 20 vacation days and accrual will occur each August 1 thereafter.

HOLIDAY LEAVE

SECTION 1: Cherubino shall be entitled to the following paid holidays or days celebrated as such:

New Year's Day	Martin Luther King Day	Presidents Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Election Day
Thanksgiving Day	Day after Thanksgiving	Christmas Day
Juneteenth		

SECTION 2: In addition to the above, Cherubino shall be entitled to all other days that may be granted by the City Mayor that City Hall shall be closed as a Holiday for City Employees.

SICK LEAVE

Absence from duty, by reason of sickness or disability shall be paid as provided in this section and not otherwise. Absence from duty for such reasons shall be considered and known as "Sick Leave".

The following regulations shall govern such absence from duty:

Cherubino shall be granted sick leave with pay of one-half (1/2) working day a month for a total of six (6) working days a year.

The six (6) working days a year to be allowed with pay may be accumulated.

Upon becoming sick or disabled, Cherubino may, during sickness or disability, be granted sick leave with pay to the extent of the unused sick leave time which was accumulated.

Allowable and allowed sick leave time shall be considered for all purposes as continuous service, but in the event of resignation or discharge, accumulated and unused sick leave shall be cancelled and not paid to Cherubino.

If Cherubino uses all sick time due to an extended illness, he will be covered by New York State Disability Insurance, if otherwise eligible.

Should Cherubino die prior to use of said sick leave, he shall have an amount equivalent to his pay for those days paid to his spouse, beneficiary, or estate.

Cherubino shall start August 1, 2026, with 24hrs of sick leave and accrual will occur monthly as specified above.

The City may require a physician's certificate for any absence of more than five (5) days. Where the illness or disability is of long duration, a physician's certificate may be required for every ten (10) days of continuous absence. In any case, the city may require an examination by a physician, or other acceptable evidence that the illness or disability is bona fide, if the city reasonably believes that the illness or disability is not bona fide.

PERSONAL LEAVE

SECTION 1: Cherubino shall be entitled to three (3) working days a year with pay for personal leave. Said personal leave, if not used during the year, shall NOT be cumulative.

Cherubino shall start August 1, 2026, with (3) working days of personal leave to be used by December 31, 2026. New accruals will occur January 1st to be used during the calendar year.

Allowable and allowed personal leave time shall be considered for all purposes as continuous service, but in the event of resignation or discharge the unused personal leave he shall be cancelled and not paid for.

FAMILY DEATH LEAVE

SECTION 1: Cherubino shall be granted five (5) consecutive days leave upon the death of a spouse, child or stepchild and three (3) consecutive days leave upon the death in the immediate family during which Cherubino shall not loose pay. For the purpose hereof, immediate family shall include natural, foster, stepparents, grandchildren, siblings, in-laws, or any relative residing in the employee's household. Such leave is not to be cumulative.

JURY DUTY

SECTION 1: Cherubino shall be granted a leave of absence when required to report for jury duty provided, he shows evidence of such proposed jury duty satisfactory to the Board of Public Safety. Cherubino shall be paid the difference between jury duty compensation he receives and his regular wages for each day of jury duty. If Cherubino serves on jury duty for one-half day, he is required to return to work for the remainder of the day.

OUTSIDE EMPLOYMENT

SECTION 1: Consistent with applicable law, Cherubino may engage in off-duty employment provided that such employment does not interfere with Cherubino's employment with the Department. Cherubino shall not engage in any employment or business which provides services similar in nature to those provided during employment with the Department, which the City of Rensselaer, except as approved by the Board of Public Safety.

ADDITIONAL RIGHTS OF CHERUBINO

SECTION 1: To the extent consistent with law, the City shall be liable for and shall assume liability to the extent that it shall save harmless, Cherubino for any negligent act or tort, provided, at the time of the negligent act or tort complained of, he was acting in the performance of his duties and within the scope of his employment.

In addition to the above, the City will provide up to five thousand dollars (\$5,000.00) of indemnification for punitive damages provided that, at the time of the negligence act or tort complained of, Cherubino was acting in the performance of his duties and within the scope of his employment.

If Cherubino is faced with a claim arising out of an incident related to his service with the Department, the City will provide legal counsel for his protection and hold him harmless for any financial loss except judgement resulting from acts of willful misconduct, gross negligence or actions not within the course or scope of employment.

The City agrees to reimburse Cherubino, if otherwise eligible for travel expenses while on travel status in the performance of his official duties, reasonable expenses incurred for hotel, lodging, meals and incidental expenses related thereto, upon submission of receipts which the City Treasurer deems satisfactory. If Cherubino is required to use his own personal vehicle, he shall be reimbursed at the established IRS per mile rate.

SECTION 2: Wages, hours, and all other conditions of employment legally in effect at the execution of this agreement, except as specifically modified by agreement between the parties, shall be maintained during the term of this agreement.

All employees of the Department, while rendering authorized aid to another community, are fully covered by Workers' Compensation and liability insurance as provided by State Law.

Any action taken by a member of the department on off-duty time, which would have been authorized action if taken by a department member acting in the performance of his duties and within the scope of his employment, shall be considered fire action and the employee shall have all the rights and benefits as if the employee had been on regular duty provided, however, that this section shall not apply to any department member in the employ of another employer at the time the action occurred.

SECTION 3: If the parties hereto have failed to agree upon a new contract on or before July 31, 2030, all the terms and conditions set forth in this agreement and any supplements or modifications thereof shall continue in full force and effect until the date of execution of a new agreement. If the parties are unable to agree upon a new contract by September 1, 2030, either party may submit the matter to final and binding arbitration. The arbitrator shall be chosen pursuant to the Rules of the Public Employment Relations Board.

SECTION 4: If any Article or Section of the agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with and enforcement of any Article or Section should be restrained by such tribunal, the remainder of this agreement and its supplements shall be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such Article or Section, if legally permissible. If the parties fail to agree, within sixty (60) days after commencement of negotiations, either party may submit the matter to final and binding arbitration pursuant to the Rules of the Public Employment Relations Board.

SECTION 5: It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation and amendment or law or by providing additional funds, therefore, shall not become effective until the appropriate legislative body has been given approval.

AGREEMENT GRIEVANCE PROCEDURE

An agreement grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

STEP 1: A grievance must be presented by Cherubino in writing, to the Board of Public Safety or its designee, within three (3) working days of the occurrence of the act complained about, or within ten (10) working days after Cherubino knows, or should have known, about the occurrence.

Within seven (7) working days of presentation of the grievance, the Board of Public Safety or its designee shall meet with Cherubino and shall try to resolve the matter. Within three (3) working days after such a meeting, the Board of Public Safety or its designee shall deliver a written decision to Cherubino.

STEP 2: If Cherubino is not satisfied with the decision made by the Board of Public Safety or its designee. Cherubino may make a written request for an appeal directly to the Board of Public Safety within five (5) working days of receipt of Step 1 decision. The Common Council shall review the grievance and, within ten (10) working days after receipt of the agreement, issue a written decision.

STEP 3: Cherubino may, within ten (10) working days following receipt of the Step 2 decision, file with the City and Public Employment Relations Board, with copies to the Mayor and Corporation Counsel, a Demand for Arbitration. The decision of the arbitrator will be final and binding on the parties. If Cherubino is sustained on the grievance, the City shall pay the arbitrator's fees and expenses. If the grievance is settled, the settlement shall provide the way in which the arbitrator's fees and expense shall be allocated to Cherubino and the City.

A grievance may be settled at any stage of the proceeding. The time limits contained herein may be extended by mutual consent, which is in writing. All written decisions of the employer shall be served upon Cherubino.

Cherubino shall not suffer any reprisals or retaliatory acts by the City due to Cherubino's exercising his rights under the above grievance procedure.

DISCIPLINARY PROCEDURES

SECTION 1: The following disciplinary procedure for incompetency or misconduct shall apply to Cherubino in lieu of the procedure specified in the Civil Service Law section 75 and 76.

SECTION 2: Cherubino shall be entitled to representation by an attorney, selected at Cherubino's own expense, at each step of the disciplinary procedure.

SECTION 3: Before the Board of Public Safety can impose suspension without pay, a fine not to exceed one hundred dollars (\$100.00), loss of accrued leave credits, reduction in grade or dismissal from service, a written Notice of Discipline shall be served upon Cherubino. Such Notice of Discipline shall clearly state the specific acts for which discipline is being imposed and the penalty proposed for such acts.

SECTION 4: This Notice of Discipline shall be served personally upon Cherubino, if possible. If service cannot be conducted personally, it shall be made by certified mail, return receipt requested, to Cherubino's last known address.

SECTION 5: The penalty proposed by the City may not be implemented until:

1. The employee fails to file a grievance within ten (10) calendar days of the service of the Notice of Discipline, or
2. Having filed a grievance, the employee elects not to pursue it, or
3. The penalty is upheld by the disciplinary arbitrator, or a different penalty is determined by the arbitrator to be appropriate, or
4. The matter is settled at any stage of the disciplinary proceedings by agreement between the parties.

Notwithstanding the foregoing, an employee may be suspended without pay for a period not exceeding thirty (30) days, pending determination of the charges. If the employee is found to be innocent of the charges, the employee shall be reinstated to his position with full pay for the period of suspension less the amount of compensation the employee may have earned in any other employment or occupation, and less any unemployment insurance benefit the employee may have received during such period.

SECTION 6: Unless settled, or otherwise resolved, the Notice of Discipline may be the subject of a grievance before the Board of Public Safety or their designee, filed in writing by Cherubino within ten (10) calendar days of service of the Notice of Discipline.

The Board of public Safety shall hold a hearing within twenty-one (21) calendar days after the filing of the grievance and shall render a written decision within fourteen (14) calendar days of the close of the hearing, or after receipt of the transcript if either party has ordered one. In those proceedings where a transcript has been ordered, the party ordering such shall be solely responsible for the cost and shall furnish a copy of the transcript to the other party.

SECTION 7: If Cherubino is not satisfied with the decision of the Board of Public Safety, either one may file for arbitration within ten (10) working days following receipt of written decision of the Board of Public Safety. Disciplinary arbitrators shall be chosen from the local panel of the Public Employment Relations Board. A copy of the Demand for Arbitration shall be filed with the Board of Public Safety and Corporation Counsel of the City of Rensselaer. If Cherubino is sustained on the grievance, the City shall pay the arbitrator's fees and expenses. If the City is sustained, Cherubino and the City will each pay one half of the arbitrator's fees and expenses. If the grievance is settled, the settlement shall provide the way the arbitrator's fees and expenses shall be allocated to Cherubino and the City. The decision of the arbitrator will be final and binding on the parties.

SECTION 8: A disciplinary grievance may be settled at any stage of the proceedings by an agreement in writing signed by Cherubino and the City.

SECTION 9: The time limits contained herein may be extended by written mutual consent. All written decisions shall be served upon Cherubino.

CITY OF RENSSELAER

Dated:

By:

DRAFT

John DeFrancesco

Mayor

Dated:

By:

DRAFT

Randolph M. Cherubino
Assistant Fire Chief

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

RESOLUTION AUTHORIZING REDISTRIBUTION, SALE, OR ABANDONMENT OF SURPLUS CITY PROPERTY PURSUANT TO CITY CODE SECTION 47-5 AND THE CITY POLICY FOR PROPERTY AND VEHICLE DISPOSITION-CITY PURCHASE DEPARTMENT.

WHEREAS, pursuant to City Code Section 47-5 and City Charter Section 94, the Common Council of the City of Rensselaer hereby declares the attached list of City Property as Surplus Property, and hereby authorizes the City Purchasing Agent to redistribute, sell or abandon such Surplus Property, all per Section 47-5 of the City Code and/or the City Policy for Property and Vehicle Disposition, and, it is now, therefore

RESOLVED, that it is declared that the attached list is Surplus Property and that the City Purchasing Agent is authorized to redistribute, sell, or abandon such Surplus Property, all per Section 47-5 of the City Code and/or the City Policy for Property and Vehicle Disposition.

Passed by the following vote of Council

Members with voting recorded as follows:

Approved as to form and sufficiency
this 19TH day of
AUGUST, 2026

Corporation Counsel

Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
EriPblidy	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				



Richard M. Berhaupt
Purchasing Agent
rich.berhaupt@rensselaerny.gov

CITY OF RENSSELAER

PURCHASING DEPARTMENT

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144
(518) 462-2251



Jessica Marvelli
Purchasing Clerk
jessica.marvelli@rensselaerny.gov

LIST OF CITY VEHICLES FOR REDISTRIBUTION, SALE, OR ABANDONMENT OF SURPLUS

RFD: 2015 CHEVY TAHOE SUBN COLOR WHITE VIN # 1GNSK3EC5FR298080

RPD: 2016 FORD EPD SUBN COLOR WHITE VIN # 1FMJU1GT3GEF13119

RPD: 2015 CHEVY TAHOE SUBN COLOR WHITE VIN # 1GNSK3EC2FR298036


RICHARD M BERHAUPT
PURCHASING AGENT
CITY OF RENSSELAER, N.Y. 12144

Council as a Whole

A RESOLUTION ENACTING A CHANGE IN THE CITY OF RENSSELAER PURCHASING POLICY

BE IT FURTHER RESOLVED, that amended Policy be incorporated into the City of Rensselaer Purchasing Manual

Resolution purchasing 10152014

Total

**CITY OF RENSSELAER
POLICY FOR PROPERTY AND VEHICLE DISPOSITION**

The City of Rensselaer Purchasing Department is responsible for the proper disposition of all City Surplus Property (including vehicles) that are no longer deemed useful by the City, as well as the transfer of City Property and Vehicles to other City Departments for their use.

Property/Vehicles that are declared surplus is first offered to other City Departments for their re-use before being sold to the public by way of auction.

Each City Department is responsible for notifying the Purchasing Department upon determining that the Department no longer has a need for the item within their Department.

The Property/Vehicle will be offered to other City Departments first, so that they may request a transfer of the item for their re-use. The property or vehicle will be awarded to the City Department most in need of the item.

If the property/vehicle is determined to be in condition that re-use is not possible, the property/vehicle will be sold by way of auction to the public.

The general objectives of this policy are to:

- Avoid the costs associated with unnecessary purchases by facilitating the re-use of surplus property/vehicles where possible.
- Promote optimum use of existing equipment and other property.
- Minimize the cost of replacing equipment and other personal property
- Avoid the costs associated with storage and maintenance of unneeded property through the disposal of property/vehicles which are no longer needed by the City.
- Provide the City with an additional revenue source generated from the sale of the disposed property no longer needed by the City.

Motion By: _____ Council as a Whole
Seconded By: _____

**RESOLUTION AUTHORIZING THE EXTENSION OF
A TEMPORARY CONSTRUCTION EASEMENT**

WHEREAS, the Town of North Greenbush ("Town") and the City of Rensselaer ("City") previously entered into a Temporary Construction Easement Agreement, approved by the City of Rensselaer on April 15, 2026, Resolution # 8, with James R. Boyer, the owner of the home at 106 Mountain View Avenue (the "Property"), partially in the City of Rensselaer and partially in the Town of North Greenbush; and

WHEREAS, the Temporary Construction Easement was secured to facilitate a private construction project on the Property, specifically the temporary use said City-owned property for the purpose of staging, storing and marshalling construction materials, equipment, and related supplies necessary; and

WHEREAS, the original expiration date of the temporary construction easement is set to expire on August 31, 2026; and

WHEREAS, due to delays, the construction project cannot be fully completed prior to the current expiration date; and

WHEREAS, the Town, the City, and the Property Owner mutually desire to extend the term of the Temporary Construction Easement to allow for the safe and proper completion of the remaining construction, without altering any other core terms or provisions of the original agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Rensselaer agrees as follows:

1. **Extension of Term:** The expiration date of the Temporary Construction Easement by and between the Town, the City, and James R. Boyer is hereby extended from August 31, 2026 to December 31, 2026, unless all construction and site restoration activities are formally signed off and completed earlier.
2. **Ratification of Prior Agreement:** Except as expressly modified by this Resolution and any corresponding extension amendment document, all other terms, conditions, covenants, and indemnifications of the original Temporary Construction Easement Agreement shall remain in full force and effect.
3. **Authorization to Execute:** The Mayor is hereby authorized and directed to execute an Amendment to the Temporary Construction Easement Agreement, subject to review and approval by the Corporation Counsel.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon the later to occur of (a) the adoption of this Resolution by the City of Rensselaer and (b) the adoption of a similar resolution by the Town of North Greenbush.

Approved as to form and sufficiency
this ____ day of
_____, 2026

Corporation Counsel

Mayor

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	Aye	No	Abstain	Absent
Result				