



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



(518) 462-4266

Fax: (518) 462-0890

AGENDA REGULAR COMMON COUNCIL MEETING SEPTEMBER 2, 2026

1. A RESOLUTION AMENDING THE 2026-2027 BUDGET-FIRE DEPARTMENT
2. A RESOLUTION RECOGNIZING SEPTEMBER, 2026 AS OVARIAN CANCER AWARENESS MONTH IN THE CITY OF RENSSELAER
3. A RESOLUTION DECLARING THE MONTH OF SEPTEMBER, 2026 A MONTH OF REMEMBRANCE IN THE CITY OF RENSSELAER
4. A RESOLUTION RECOGNIZING SEPTEMBER 17-23, 2026 AS US CONSTITUTION WEEK IN THE CITY OF RENSSELAER
5. A RESOLUTION OVERRIDING THE MAYORS VETO OF PRIOR RESOLUTION #2026-188 ADOPTED BY THE COMMON COUNCIL ON AUGUST 19, 2026 "A RESOLUTION APPROVING A CONTRACT WITH THE RENSSELAER FIRE DEPARTMENT CHIEF."
6. A RESOLUTION OVERRIDING THE MAYORS VETO OF PRIOR RESOLUTION # 2026-189 ADOPTED BY THE COMMON COUNCIL ON AUGUST 19, 2026 "A RESOLUTION APPROVING A CONTRACT WITH THE RENSSELAER FIRE DEPARTMENT ASSISTANT CHIEF."
7. A RESOLUTION AMENDING THE 2026-2027 BUDGET-MAYOR

By Alderperson : Council as a Whole

Seconded by Alderperson : _____

A RESOLUTION AMENDING THE 2026-2027 BUDGET – FIRE DEPARTMENT

WHEREAS, the City of Rensselaer owns and operates a fire truck identified as Ladder 1 that sustained damage on or about February 12, 2026; and

WHEREAS, an insurance claim #22865944 was submitted to Selective Insurance for the damages; and

WHEREAS, the City of Rensselaer has received insurance proceeds for \$2,055.38 for repair costs; and

WHEREAS, the governing body finds it necessary and proper to authorize the receipt, endorsement, deposit, and use of said insurance proceeds for firematic purposes related to the repair of the damaged apparatus; and

NOW, THEREFORE BE IT RESOLVED, that the Common Council for the City of Rensselaer hereby amends the 2026-2027 Adopted Budget as follows:

	DEPARTMENTAL APPROPRIATION LINE(S)			
Line Item	Description	Present	Change	Revised
A.3410.7250	Other Equipment	156,926.14	+2055.38	158,981.52
A.0000.2680	Insurance Recovery	25,000.00	+2055.38	27,055.38

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				

Approved as to form and sufficiency

This 2ND day of SEPTEMBER, 2026

Corporation Counsel

Mayor

Selective Insurance Company of New York
40 Wantage Avenue
Branchville, NJ 07890

SELECTIVE
BE UNIQUELY INSURED®



*****MIXED 00000

971711



CITY OF RENSSELAER
62 WASHINGTON ST
RENSSELAER, NY 12144-2735

Insured Name: City Of Rensselaer & R...
Policy No: S 2640315
Check Amount: \$2,055.38
Check No: 9020187175
Invoice No:
Service Dates:
Payee: CITY OF RENSSELAER
Claimant: CITY OF RENSSELAER
Claim No: 22865944

Remarks:

Payment of loss occurring on or about 2/12/26.
*supplement *

IRS No:

Check Date: 08/13/2026
Date of Loss: 02/12/2026
Agent Name: Nfp Property & Casualty...
Adjuster Name: Terri Pedri
Adjuster Phone: (804) 521-8141

Coverage:

VESP - Portable Equipment - \$2,055.38;

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK

SELECTIVE
BE UNIQUELY INSURED®

The Bancorp Bank
Check No: 9020187175
Claim No: 22865944
Date: 08/13/2026

Two thousand fifty-five and 38/100 Dollars

Amount

\$2,055.38

VOID AFTER 180 DAYS

Pay To The CITY OF RENSSELAER
Order Of

BY ALDERPERSON(s):

Council as a Whole

SECONDED BY:

**RESOLUTION RECOGNIZING SEPTEMBER 2026 AS OVARIAN CANCER AWARENESS MONTH
IN THE CITY OF RENSSELAER**

WHEREAS, September is recognized nationally as Ovarian Cancer Awareness Month to promote awareness of ovarian cancer, its subtle symptoms, risk factors, and the importance of early detection; and

WHEREAS, ovarian cancer is one of the most serious gynecologic cancers and remains among the leading causes of cancer-related deaths among women in the United States, with the American Cancer Society estimating that approximately 20,890 women will receive a new diagnosis of ovarian cancer and approximately 12,730 women will die from the disease in 2026; and

WHEREAS, every woman is at risk of developing ovarian cancer, and because symptoms are often vague and easily mistaken for other conditions, many women do not seek medical attention until the disease has progressed to an advanced stage; and

WHEREAS, when ovarian cancer is detected and treated in its earliest stage, the five-year survival rate exceeds 90 percent, yet most cases are diagnosed at Stage III or later, when the cancer has already spread beyond the ovaries; and

WHEREAS, there is currently no reliable screening test for ovarian cancer for women at average risk, making education and awareness of symptoms such as bloating, pelvic or abdominal pain, difficulty eating, and urinary urgency or frequency especially critical; and

WHEREAS, campaigns such as “Turn the Towns Teal” help raise awareness by encouraging communities to display teal ribbons and promote education throughout National Ovarian Cancer Awareness Month, helping to save lives through increased awareness and earlier diagnosis; now, therefore be it

RESOLVED, that the Common Council of the City of Rensselaer hereby recognizes September 2026 as Ovarian Cancer Awareness Month in the City of Rensselaer and encourages all residents to learn the signs and symptoms of ovarian cancer, support those affected by the disease, and participate in awareness efforts throughout the community; and, be it further

RESOLVED, that the City of Rensselaer expresses its support for survivors, patients, families, caregivers, healthcare professionals, researchers, and advocates working to improve outcomes and advance the fight against ovarian cancer.

Approved as to form and sufficiency
This 2nd day of September, 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

Approved by:

Mayor

BY ALDERPERSON(s):

Council as a Whole

SECONDED BY:

RESOLUTION DECLARING THE MONTH OF SEPTEMBER 2026 AS A MONTH OF REMEMBRANCE IN THE CITY OF RENSSELAER

WHEREAS, September 2026 marks the Twenty-Fifth Anniversary of the tragic events of September 11, 2001, when four hijacked airplanes struck the World Trade Center, the Pentagon, and rural Pennsylvania, resulting in the loss of nearly 3,000 innocent lives; and

WHEREAS, it is essential that we never forget the lives lost, the families forever impacted, and the profound unity and resilience shown by the American people in the aftermath of these attacks; and

WHEREAS, in the face of unimaginable tragedy, countless first responders, including firefighters, law enforcement officers, emergency medical personnel, and volunteers, acted with extraordinary courage and selflessness; and

WHEREAS, the legacy of those who perished and those who responded continues to inspire our nation to remain strong, united, and committed to the principles of service and sacrifice; and

WHEREAS, it is fitting that we, as a City and as a Nation, take time to reflect, remember, and honor those who have given so much in times of tragedy; now, therefore be it

RESOLVED, that the Common Council of the City of Rensselaer hereby pauses in its deliberations for a moment of silence in memory of the victims of the September 11, 2001 attacks; be it further

RESOLVED, that the Common Council hereby declares the month of September 2026 as a Month of Remembrance in the City of Rensselaer and encourages all residents to honor the memory, sacrifice, and enduring legacy of those affected by these tragic events

Approved as to form and sufficiency
This 2nd day of September, 2026

Corporation Counsel

Approved by:

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				

BY ALDERPERSON(s):

Council as a Whole

SECONDED BY:

**RESOLUTION RECOGNIZING SEPTEMBER 17-23, 2026 AS UNITED STATES CONSTITUTION
WEEK IN THE CITY OF RENSSELAER**

WHEREAS, Constitution Day commemorates September 17, 1787, the day the delegates to the Constitutional Convention signed the Constitution of the United States, establishing the framework of our federal government; and

WHEREAS, September 17, 2026 marks the Two Hundred Thirty-Ninth Anniversary of this historic document; and

WHEREAS, the Constitution was established to form a more perfect Union, establish justice, ensure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty for all; and

WHEREAS, the Constitution has endured as the foundation of our Nation's government, balancing powers and protecting the rights and freedoms of all Americans; and

WHEREAS, generations of Americans have worked to uphold and expand the principles of the Constitution through civic engagement, service, and the amendment process; and

WHEREAS, Public Law 915 provides for the annual observance of Constitution Week during September 17 through 23 to recognize and celebrate this enduring document; now, therefore be it

RESOLVED, that the Common Council of the City of Rensselaer hereby proclaims September 17 through 23, 2026 as Constitution Week in the City of Rensselaer and encourages all residents to reflect upon the Constitution and reaffirm the principles of liberty, justice, and democracy.

Approved as to form and sufficiency
This 2nd day of September, 2026

Corporation Counsel

Approved by:

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 TO OVERRIDE VETO OF MAYOR OF PRIOR RESOLUTION NUMBER 2026-188 ADOPTED BY COMMON COUNCIL ON AUGUST 19, 2026; "A RESOLUTION APPROVING A CONTRACT WITH THE RENSSELAER FIRE DEPARTMENT CHIEF"

WHEREAS, the Common Council of the City of Rensselaer adopted Resolution Number 2026-188 on August 19, 2026, titled, "A RESOLUTION APPROVING A CONTRACT WITH THE RENSSELAER FIRE DEPARTMENT CHIEF", and

WHEREAS, the Common Council having been advised that the Mayor returned a veto message to the City Clerk concerning the aforementioned Resolution, and the City Common Council having now carefully reconsidered Resolution Number 2026-188, a copy of which is attached hereto;

WHEREAS, the Common Council being advised that any veto override requires a 2/3 vote of the Common Council, and

WHEREAS, the Common Council believes Resolution Number 2026-188 adopted on August 19, 2026, is appropriate as to form and substance, and that passage of such Resolution over the veto of the Mayor is in the best interests of the City of Rensselaer, and good cause existing therefore,

NOW THEREFORE BE IT RESOLVED, that the attached Resolution Number 2026-188 previously adopted by the Common Council on August 19, 2026 is hereby readopted over the veto of the Mayor, pursuant to Section 67 of the City Charter.

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

Approved as to form and sufficiency this
2ND _ day of SEPTEMBER, 2026

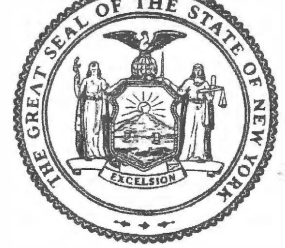
Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☐ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☐ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☐ No	☐ Abstain	☐ Absent
Eric Endres	☐ Aye	☐ No	☐ Abstain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

Corporation Counsel

Mayor



City of Rensselaer



John A. DeFrancesco
MAYOR

OFFICE OF THE MAYOR
CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144

(518) 462-9511
Fax: (518) 462-9895

To: Eric Endres, City Council President, Nancy Hardt, City Clerk

From: John DeFrancesco, Mayor

Re: Veto of Resolutions 2026-188 and 2026-189

Date: August 28, 2026

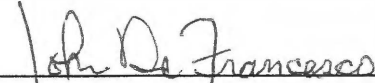
I John DeFrancesco, pursuant to the City of Rensselaer Charter Section C-67, hereby veto Resolution 2026-188 and Resolution 2026-189, passed by separate but identical votes of 4-3 at the August 19, 2026, meeting of the Rensselaer Common Council.

While I fully support our fire chief and fire department and hold the highest respect for our first responders, I must veto this measure because it directly violates the City Charter, as well as New York state law. Under City Charter Title II Section 18 of the Rensselaer City Charter, no appointive officer shall hold office beyond the term of the officer appointing him. The contracts acted on in Resolution 2026-188 and 2026-189 propose a five-year contract for the Fire Chief and Assistant Chief, expiring in 2030. The term of the Mayor expires December 31, 2029. Thus, this provision of the proposed contract is in violation of the City Charter, since the Chief's term will expire beyond the term of the Mayor.

Additionally, Section 1 of Additional Rights provides that the City will indemnify the Chiefs up to \$5,000 for punitive damages. Under New York Public Officers Law Section 18(4)(c) municipalities are prohibited from indemnifying employees against punitive damages. Thus, the language is direct violation of established state law.

Finally, Section 3 of Additional Rights allows an individual unrepresented employee to force the City into binding interest arbitration under PERB if a successor agreement is not reached by September 1, 2030. Compulsory interest arbitration under the Taylor Law is reserved for collective bargaining units, not individual employment agreements. This provision is in violation of state law.

Dated: August 28, 2026



John DeFrancesco
Mayor, City of Rensselaer

#17

RES 2026- 188

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

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

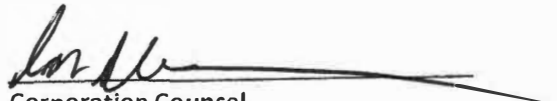
WHEREAS, the City of Rensselaer (hereinafter "City") and the Rensselaer Fire Chief are interested in entering a written agreement detailing the duties, rights, and responsibilities of the Fire Chief; and

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

Veto
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	4 Aye	3 No	0 Abstain	0 Absent
Result	PASSED			

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

Mayor

Dated:

By:

DRAFT

, Jr.

Chief of Fire

Motion By:

Council As A Whole

Seconded By:

A RESOLUTION TO OVERRIDE VETO OF MAYOR OF PRIOR RESOLUTION NUMBER 2026-189 ADOPTED BY COMMON COUNCIL ON AUGUST 19, 2026; "A RESOLUTION APPROVING A CONTRACT WITH THE RENSSELAER FIRE DEPARTMENT ASSISTANT CHIEF"

WHEREAS, the Common Council of the City of Rensselaer adopted Resolution Number 2026-189 on August 19, 2026, titled, "A RESOLUTION APPROVING A CONTRACT WITH THE RENSSELAER FIRE DEPARTMENT ASSISTANT CHIEF", and

WHEREAS, the Common Council having been advised that the Mayor returned a veto message to the City Clerk concerning the aforementioned Resolution, and the City Common Council having now carefully reconsidered Resolution Number 2026-189, a copy of which is attached hereto;

WHEREAS, the Common Council being advised that any veto override requires a 2/3 vote of the Common Council, and

WHEREAS, the Common Council believes Resolution Number 2026-189 adopted on August 19, 2026, is appropriate as to form and substance, and that passage of such Resolution over the veto of the Mayor is in the best interests of the City of Rensselaer, and good cause existing therefore,

NOW THEREFORE BE IT RESOLVED, that the attached Resolution Number 2026-189 previously adopted by the Common Council on August 19, 2026 is hereby readopted over the veto of the Mayor, pursuant to Section 67 of the City Charter.

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

Approved as to form and sufficiency this
_2ND day of SEPTEMBER, 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



City of Rensselaer



John A. DeFrancesco
MAYOR

OFFICE OF THE MAYOR
CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144

(518) 462-9511
Fax: (518) 462-9895

To: Eric Endres, City Council President, Nancy Hardt, City Clerk

From: John DeFrancesco, Mayor

Re: Veto of Resolutions 2026-188 and 2026-189

Date: August 28, 2026

I John DeFrancesco, pursuant to the City of Rensselaer Charter Section C-67, hereby veto Resolution 2026-188 and Resolution 2026-189, passed by separate but identical votes of 4-3 at the August 19, 2026, meeting of the Rensselaer Common Council.

While I fully support our fire chief and fire department and hold the highest respect for our first responders, I must veto this measure because it directly violates the City Charter, as well as New York state law. Under City Charter Title II Section 18 of the Rensselaer City Charter, no appointive officer shall hold office beyond the term of the officer appointing him. The contracts acted on in Resolution 2026-188 and 2026-189 propose a five-year contract for the Fire Chief and Assistant Chief, expiring in 2030. The term of the Mayor expires December 31, 2029. Thus, this provision of the proposed contract is in violation of the City Charter, since the Chief's term will expire beyond the term of the Mayor.

Additionally, Section 1 of Additional Rights provides that the City will indemnify the Chiefs up to \$5,000 for punitive damages. Under New York Public Officers Law Section 18(4)(c) municipalities are prohibited from indemnifying employees against punitive damages. Thus, the language is direct violation of established state law.

Finally, Section 3 of Additional Rights allows an individual unrepresented employee to force the City into binding interest arbitration under PERB if a successor agreement is not reached by September 1, 2030. Compulsory interest arbitration under the Taylor Law is reserved for collective bargaining units, not individual employment agreements. This provision is in violation of state law.

Dated: August 28, 2026

John DeFrancesco
Mayor, City of Rensselaer

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	4 Aye	3 No	0 Abstain	0 Absent
Result	PASSED			

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

Mayor

Dated:

By:

DRAFT

Randolph M. Cherubino
Assistant Fire Chief

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson : _____

A RESOLUTION AMENDING THE 2026-2027 BUDGET – MAYOR

WHEREAS, the Corporation Counsel is responsible for providing legal counsel and representation to the Corporation and its various departments; and

WHEREAS, the responsibilities of the Corporation Counsel have increased to include litigation and legal matters involving the Building & Code Department, Traffic Court, and other municipal matters; and

WHEREAS, these expanded responsibilities require the Corporation Counsel to devote full-time services to the Corporation; and

WHEREAS, the governing body has determined that an increase in annual salary of **\$56,400.00** is appropriate and commensurate with the increased duties and responsibilities of the position;

NOW, THEREFORE, BE IT RESOLVED, that the annual salary of the Corporation Counsel is hereby increased to Ninety-Two Thousand Six Hundred Sixty Dollars (\$92,660.00), effective immediately and

BE IT FURTHER RESOLVED, that the position of Corporation Counsel shall be designated as a full-time position, with duties and responsibilities including, but not limited to, litigation and legal representation for the Building & Code Department, Traffic Court, and other City matters as assigned by the Corporation.

NOW, THEREFORE BE IT RESOLVED, that the Common Council for the City of Rensselaer hereby amends the 2026-2027 Adopted Budget as follows:

	DEPARTMENTAL APPROPRIATION LINE(S)			
Line Item	Description	Present	Change	Revised
A.1420.7440	Law – Contracted Services	200,000.00	-56,400.000	143,600.00
A.1420.7100	Law – Executive	36,260.00	56,400.00	92,660.00

Tim Kitterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
Sara Bollman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretschmer	☐ 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				

Approved as to Form and Sufficiency
this 2ND day of SEPTEMBER, 2026

Corporation Counsel

Mayor