CITY OF RENSSELAER

OFFICE OF

THE CITY CLERK

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144

NANCY E. HARDT
City Clerk
JULIE BINK
Deputy City Clerk

(518) 462-4266
Fax: (518) 462-0890

AGENDA
REGULAR COMMON COUNCIL MEETING
SEPTEMBER 16, 2026

1. A RESOLUTION AMENDING THE 2026-2027 BUDGET-FIRE DEPARTMENT
2. A RESOLUTION AMENDING THE 2026-2027 BUDGET-FIRE DEPARTMENT
3. A RESOLUTION AMENDING THE 2026-2027 BUDGET-FIRE DEPARTMENT
4. A RESOLUTION AMENDING THE 2026-2027 BUDGET-FIRE DEPARTMENT
5. A RESOLUTION APPROVING FIRE CHIEF CONTRACT
6. A RESOLUTION APPROVING ASSISTANT FIRE CHIEF CONTRACT
7. A RESOLUTION ACCEPTING THE 2022 FINANCIAL STATEMENT AUDIT
8. A RESOLUTION AUTHORIZING THE RENEWAL OF CONTRACT WITH EVERBRIDGE
9. A RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY AFTER ONLINE AUCTION BY CITY TREASURER
10. A RESOLUTION AUTHORIZING AN AGREEMENT WITH CATALIS FOR A COMPREHENSIVE AND SECURE PAYMENT PLATFORM

11. A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF ALBANY FOR THE PLANNING AND IMPLEMENTATION OF ENVIRONMENTAL CONSIDERATION, ECOLOGICAL RESTORATION AND ECOSYSTEM-BASED ADAPTION (EBA) SOLUTIONS IN THE COMMUNITY

12. A RESOLUTION A RESOLUTION AUTHORIZING THE CITY TREASURER TO REFUND $250.00 TO DAN TERRY FOR THE COST OF A RELEVY RELATED TO A PROPERTY LOCATED AT 20 ELM STREET

13. A RESOLUTION AUTHORIZING THE CLOSING OF HERRICK STREET BETWEEN ELM STREET AND LAWRENCE STREET FOR THE INSTALLATION MASS AND RECEPTION IN HONOR OF THE NEW PASTOR AT ST. JOHN THE EVANGELIST AND ST. JOSEPH'S CHURCH ON OCTOBER 1, 2026, FROM 5:00 PM-9:00 PM.

14. A RESOLUTION AUTHORIZING THE USE AND CONTROL OF THE NORTH END FIRE HOUSE FOR A CAR WASH FUNDRAISER FOR THE RENSSELAER HIGH SCHOOL SENIOR CLASS ON SEPTEMBER 19, 2026

15. A RESOLUTION AUTHORIZING THE USE AND CONTROL OF THE NORTH END FIRE HOUSE FOR A HAUNTED HOUSE ON OCTOBER 31, 2026

16. A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 10 OF 2026 AS TO FORM AND SUBSTANCE AFTER PUBLIC HEARING THEREON

17. A RESOLUTION AUTHORIZING THE USE OF RIVERFRONT PARK ON SATURDAY SEPTEMBER 21, 2026 AT 6:00 PM FOR A CANDLELIGHT VIGIL FOR BRENT REED, WHOSE LIFE WAS TRAGICALLY TAKEN ONE YEAR AGO

By Alderperson : **Council as a Whole**

#1

Seconded by Alderperson : _____

A RESOLUTION AMENDING THE 2026-2027 BUDGET – FIRE DEPARTMENT

WHEREAS, the Fire Department wishes to disburse the funds the City received from the New York State Office of the Comptroller/ Eric Hopkins Reimbursement, as set forth hereafter; and

WHEREAS, the Fire Department received training reimbursement to be added to Training and Conference appropriations.

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.3410.7463	Training and Conference	17,000.00	374.10	17,374.10
	GENERAL FUND REVENUE (A.0000)			
Line Item	Description	Present	Change	Revised
A.0000.3089.0007	State Aid Additional Fire Dept	300.00	374.10	674.10

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				

Approved as to form and sufficiency

This 16th day of September, 2026

_____

Corporation Counsel

_____

Mayor

PAYMENT DATE
09/02/2026

COLLECTION STATION
Counter

RECEIVED FROM
Erik Hopkins

DESCRIPTION

City of Rensselaer, New York

PAID

CITY OF RENSSELAER
TREASURER'S OFFICE

BATCH NO.
2027-02000067

RECEIPT NO.
2027-00000841

CASHIER
treasurer1

ENTRY DATE
09/02/2026 12:10:45 AM

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
Other Unclass Re	Other Unclass Rev august 3 2026	$374.10

Payments:

Type	Detail	Amount
Check	0303045656	$374.10

Total Cash	$0.00
Total Check	$374.10
Total Charge	$0.00
Total Wire	$0.00
Total Other	$0.00
Total Remitted	$374.10
Change	$0.00
Total Received	$374.10

Total Amount: $374.10

Customer Copy

CITY OF NEW YORK
OFFICE OF THE COMPTROLLER
1 CENTRE STREET, ROOM 200 SOUTH
NEW YORK, NY 10007

THE CITY OF NEW YORK
PAYMENT STATEMENT

BATCH CODE CC
CATEGORY HH
DOC ID AD20270070416

2100161 01 SD 7 5649 HELD1 -P00161 C26

ERIK HOPKINS
9 METROTECH CENTER
BROOKLYN NY 11201

Check Date 08/03/2026
Check No 0303045656
Check Amount $**********374.10
Vendor Code MISCPAYVEN 1

Vendor Invoice No	Award / Voucher No	Invoice Amount	Discount / Retainage Other Amount	Net Amount
E. HOPKINS - CLASS #326	057PRM1-20270000999	374.10	0.00	374.10
	TOTAL	$374.10	$0.00	$374.10

For questions,call FIRE DEPT at 718-999-1344. Also visit www.nyc.gov/pip
The Payee Info Portal(PIP) allows vendors, whose vendor code is not "MISCPAYVEN" to view transactions with NYC and enroll for EFT to avoid a $3.50 check fee.

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK # 0303045656 ATTACHED BELOW

THE CITY OF NEW YORK
OFFICE OF THE COMPTROLLER - DEPARTMENT OF FINANCE
IS AUTHORIZED TO PAY OUT OF THE CITY TREASURY THE AMOUNT SHOWN HEREON
PER VOUCHER ON FILE AT THE AGENCY SHOWN ON THE PAYMENT WARRANT STUB

62-20
311

Check No: 0303045656
Date: August 3, 2026

Three Hundred Seventy-four and 10/100 Dollars

PAY TO THE ORDER OF: ERIK HOPKINS
9 METROTECH CENTER
BROOKLYN NY 11201

USD $**********374.10

NOT VALID 180 DAYS AFTER THE DATE OF ISSUE

FOR COMPTROLLER

COUNTERSIGNED

For Commissioner of Finance

CITIBANK, N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

[redacted] [redacted]

By Alderperson: **Council as a Whole**

#2

Seconded by Alderperson: _____

A RESOLUTION AMENDING THE 2026-2027 BUDGET – FIRE DEPARTMENT

WHEREAS, as a result of the efforts of the City Fire Chief and his staff, and the generosity of certain residents and local businesses, the Fire Department periodically received donations towards the purchase of equipment to be used by the City's Fire Department, and

WHEREAS, the total amount of this donation is $78.00, received from Hannaford Community Bag; 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	Fire – Other Equipment	156,926.14	78.00	157,004.14
	GENERAL FUND REVENUE (A.0000)			
Line Item	Description	Present	Change	Revised
A.0000.2705	Gifts and Donations	104,176.14	78.00	104,254.14

Approved as to form and sufficiency

This 16th__day of _September, 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				

PAYMENT DATE
08/28/2026

COLLECTION STATION
Counter

RECEIVED FROM
Rensselaer Fire Dept

DESCRIPTION
Donation August

City of Rensselaer, New York

PAID

AUG 7 8 2026

CITY OF RENSSELAER
TREASURER'S OFFICE

BATCH NO.
2027-01000058

RECEIPT NO.
2027-00000617

CASHIER
treasurer1

ENTRY DATE
08/28/2026 10:22:15 AM

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
Gifts/Donations	Specific Gifts and Donations Donation August	$78.00

Payments:

Type	Detail	Amount
Check	0072413	$78.00

Total Cash	**$0.00**
Total Check	**$78.00**
Total Charge	**$0.00**
Total Wire	**$0.00**
Total Other	**$0.00**
Total Remitted	**$78.00**
Change	**$0.00**
Total Received	**$78.00**

Total Amount: **$78.00**

Customer Copy

Your Donations Have Arrived!

n February, supporters raised $78.00 from the purchase of Hannaford Community Bag at your selected store location.
'hank you for the important work you do to make our communities a better place!

Below is the list of stores which sold the bags that generated the donations
Hannaford, 596 Columbia Turnpike, E. Greenbush, NY

Bangor Savings Bank 52-7438 / 2112

0072413

Community Bag Program

7/31/2026

PAY TO THE ORDER OF Rensselaer Fire Department $ **78.00

Seventy-eight Dollars

[redacted]

By Alderperson : **Council as a Whole**

#3

Seconded by Alderperson : _____

A RESOLUTION AMENDING THE 2026-2027 BUDGET – FIRE DEPARTMENT

WHEREAS, the Fire Department wishes to disburse the funds the City received from the New York State Department of Health Recertification Reimbursement, as set forth hereafter; and

WHEREAS, the Fire Department received training reimbursement to be added to EMS Training appropriations.

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.3410.7469	EMS Training	7,400.00	+300.00	7,700.00
	GENERAL FUND REVENUE (A.0000)			
Line Item	Description	Present	Change	Revised
A.0000.3089.0007	State Aid Additional DOH Fire Dept	600.00	+300.00	900.00

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				

Approved as to form and sufficiency

This 16th day of September, 2026

_____

Corporation Counsel

_____

Mayor

Review Supplier Payments

Review Payments

Payment Details

RENSSELAER CITY OF

10271553

Business Unit: DOH01

Invoice Number: CME-4187-1009406-5.30.26

Payment Date: 09/02/2026

Method: ACH

Pay Status: Paid

Amount: $300.00

Currency: USD

Paid To: RENSSELAER CITY OF

Country: USA United States

Address 1: 62 WASHINGTON STREET

Address 2:

Address 3:

Address Type:

City: RENSSELAER

County:

Postal: 12144

State: NY New York

From: Key Bank

Payment Advice

Business Unit	Invoice	Invoice Date	Gross Amount	Discount	Discount Taken	Interest Amt	Paid Amount	Payme
DOH01	CME-4187-1009406-5.30.26	05/30/2026	300.00 USD	0.00 USD	0.00 USD	0.00	300.00 USD	

Return to Payments Made

Review Invoices

Invoice Details

RENSSELAER CITY OF

Business Unit	DOH01	Phone	5184731477
Invoice Number	CME-4187-1009406-5.30.26	Invoice Total	
Invoice Date	05/30/2026	Gross Amount	$300.00 USD
Due Date	09/28/2026	Discount	$0.00 USD
Discount End Date		Net Amount	$300.00 USD
Approval Status	Approved		
Payment Status	Paid in Full		
Terms			

Invoice Line Details

1-1 of 1 | View All

Item ID	Description	Statistic Amount	UOM	Unit Price	Merchandise Amt
				0.00000	$300.00 USD

Payment Schedule

1-1 of 1 | View All

Scheduled to Pay	Payment Number	Gross Amt	Discount	Method	Status	On Hold	Withd Hold	Payment Message
08/28/2026	0010317332	$300.00 USD	$0.00 USD	ACH	Paid	No	No	

Payments Made

1-1 of 1 | View All

Reference	Date	Amount
10271553	09/02/2026	$300.00 USD

Purchase Orders

1-1 of 1 | View All

Purchase Order	PO Date	Status

No Purchase Orders Found

Receipts

1-1 of 1 | View All

Received Date	Receipt Number	Bill of Lading	Packing Slip

No Receipts Found

Return to Invoice List

By Alderperson: **Council as a Whole** #4

Seconded by Alderperson: _____

A RESOLUTION AMENDING THE 2026-2027 BUDGET – FIRE DEPARTMENT

WHEREAS, as a result of the efforts of the City Fire Chief and his staff, and the generosity of certain residents and local businesses, the Fire Department periodically received donations towards the purchase of equipment to be used by the City's Fire Department, and

WHEREAS, the total amount of this donation is $19,964.48, received from Rensselaer Iron and Steel; 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	Fire – Other Equipment	157,004.14	19,964.48	176,968.62
	GENERAL FUND REVENUE (A.0000)			
Line Item	Description	Present	Change	Revised
A.0000.2705	Gifts and Donations	104,254.14	19,964.48	124,218.62

Approved as to form and sufficiency

This 16th_day of September, 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				

RES 2026-

#5

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 16th_ day of _September, 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				

Employment Agreement

AGREEMENT dated this 17th day of September 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.

Date	Base Salary	Raise	Salary	Command	Longevity	Total
Aug 1, 2026	$45,849.13	—	$45,849.13	$3,500.00	$1,500.00	$50,849.13
Aug 1, 2027	$45,849.13	3% ($1,375.47)	$47,224.60	$3,500.00	$1,500.00	$52,224.60
Aug 1, 2028	$47,224.60	3% ($1,416.74)	$48,641.34	$3,500.00	$1,500.00	$53,641.34
Aug 1, 2029	$48,641.34	4% ($1,945.65)	$50,586.99	$3,800.00	$1,800.00	$56,186.99

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. This amount is adjustable based on the agreement between the City of Rensselaer and Rensselaer Professional Firefighters Association Local 2643. Should Brooking resign, be discharged, or retire during the year this allowance will be pro-rated per day by taking total amount divided by 365 and multiplied by number of days from August 1st until separation date.

Vacation Leave

SECTION 1: Brooking shall be entitled to a paid vacation, consisting of twenty (20) working days annually (80 hours). A working day shall mean four (4) hours.

SECTION 2: Should Brooking resign or have his employment terminated without cause or retire, he shall not forfeit his right to such vacation leave and shall be paid equivalent of that number of days based upon his straight time pay. Straight time pay shall be determined by dividing his then applicable salary plus command pay plus longevity by 1352 hours. Brooking shall not carry or receive a payout for more than one hundred twenty (120) hours.

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 1352.

SECTION 5: Brooking may accumulate vacation leave up to and including a maximum of 120 hours. Annual credited leave time may be transferred from one year to the next up to 120 hours total vacation. Brooking is entitled to use all accumulated vacation leave in his final year of employment.

SECTION 6: On November 1st of each year, Brooking may elect to be paid the cash equivalent of up to two (2) weeks – (10) days (40 hours) of accumulated unused vacation time. Such payment will be made during the first payroll period in December.

SECTION 7: No accrued vacation leave shall be paid to Brooking except as set forth in "Vacation Leave Section 2, 3, 4, 5 and 6."

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 a month for a total of six (6) working days (24 hours) a year.
- The six (6) working days (24 hours) 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 up to six weeks of unused sick time.

- 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 will be paid to Brooking up to six weeks (120 hours) of unused sick time.
- 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 resign or have his employment terminated without cause or retire, he shall not forfeit his right to such sick leave and shall be paid equivalent of that number of days up to six weeks (120 hours) of unused sick time based upon his straight time pay. Straight time pay shall be determined by dividing his then applicable salary plus command pay plus longevity by 1352 hours.
- Should Brooking die prior to his receipt of said sick leave, he shall have an amount equivalent to his pay for those days paid to his spouse, beneficiary, or estate.
- The City may require a physician's certificate for any absence of more than five (5) days (20 hours). Where the illness or disability is of long duration, a physician's certificate may be required for every ten (10) days (40 hours) 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.

On the first pay period in January, the City will pay a sick leave incentive to Brooking if, in the previous year, he met the criteria set forth below. The "year" for sick leave incentive purposes shall be from January through December. If Brooking resigns, is discharged or retires in that year, he shall receive a pro-rated amount of sick leave incentive per day by taking total amount divided by 365 and multiplied by number of days from January 1st until separation date.

Sick Days Used (4-hr days)	Incentive Bonus
0 days	$400.00
1 day	$300.00

Sick Days Used (4 -hr days)	Incentive Bonus
2 days	$200.00
3 days	$150.00
4 days	$125.00
5 or more days	$0.00

Personal leave, vacation leave, or any other leave may not be substituted for sick leave to obtain sick leave incentive pay.

Personal Leave

SECTION 1: Brooking shall be entitled to three (3) working days (12 hours) a year with pay for personal leave. Said personal leave, if not used during the year, shall NOT be cumulative.

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 for.

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 lose 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 employment with the Department, within 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.

The City agrees to provide defense and indemnification to Brooking in accordance with, and subject to the terms, conditions, and limitations of, New York State Public Officers Law § 18 and General Municipal Law § 50-c. In accordance with New York law, the City shall not indemnify Brooking for punitive or exemplary damages, fines, penalties, or damages resulting from intentional wrongdoing or recklessness.

In the event that 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 exec ution of a new agreement. If the parties are unable to agree upon a new contract by September 1, 2030, the matter shall go before the Board of Public Safety for a final and binding determination, after each party has had the opportunity to be heard.

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, the matter shall go before the Board of Public Safety for a binding determination, after each party has had the opportunity to be heard.

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, a bout 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 d esignee 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 grie vance, 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 American Arbitration Association (AAA), with copies to the Mayor and Corporation Counsel, a Demand for Arbitration. The decision of the arbi trator 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 Brooking is not sustained on the grievance, Brooking 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 posit ion 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 Brooking within ten (10) calendar days of service of the Notice of Discipl ine.

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 respon sible 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 Employment/Workplace Arbitration and Mediation Procedures of the American Arbitration Association (AAA). 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

shall pay 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.

Signatures

CITY OF RENSSELAER

Dated: _____ By: _____

John DeFrancesco, Mayor

Dated: _____ By: _____

William F. Brooking, Jr.,
Chief of Fire

RES 2026-

#6

Motion By: COUCIL 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 16th_day of September, 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				

Employment Agreement

AGREEMENT dated this 17th day of September 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 Rens selaer 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 responsibi lities 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 agreemen t 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.

Date	Base Salary	Raise	Salary	Command	Longevity	Total
Aug 1, 2026	$29,317.36	—	$29,317.36	$3,500.00	$1,500.00	$34,317.36
Aug 1, 2027	$29,317.36	3% ($879.52)	$30,196.88	$3,500.00	$1,500.00	$35,196.88
Aug 1, 2028	$30,196.88	3% ($905.91)	$31,102.79	$3,500.00	$1,500.00	$36,102.79
Aug 1, 2029	$31,102.79	4% ($1,244.11)	$32,346.90	$3,800.00	$1,800.00	$37,946.90

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. This amount is adjustable based on the agreement between the City of Rensselaer and Rensselaer Professional Firefighters Association Local 2643. Should Cherubino resign, be discharged, or retire during the year this allowance will be pro-rated per day by taking total amount divided by 365 and multiplied by number of days from August 1st until separation date.

VACATION LEAVE

SECTION 1: Cherubino shall be entitled to a paid vacation, consisting of twenty (20) working days annually (80 hours). A working day shall mean four (4) hours.

SECTION 2: Should Cherubino resign or have his employment terminated without cause or retire, he shall not forfeit his right to such vacation leave and shall be paid equivalent of that number of days based upon his straight time pay. Straight time pay shall be determined by dividing his then applicable salary plus command pay plus longevity by 1352 hours. Cherubino shall not carry or receive a payout for more than one hundred and twenty (120) accrued vacation hours.

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 1352.

SECTION 5: Cherubino may accumulate vacation leave up to and including a maximum of 120 hours. Annual credited leave time may be transferred from one year to the next up to 120 hours total vacation. Cherubino is entitled to use all accumulated vacation leave in his final year of employment.

SECTION 6: On November 1st of each year, Cherubino may elect to be paid the cash equivalent of up to two (2) weeks – (10) days (40 hours) of accumulated unused vacation time. Such payment will be made in the first payroll period in December.

SECTION 7: No accrued vacation leave shall be paid to Cherubino except as set forth in "Vacation Leave Section 2, 3, 4, 5 and 6."

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 (24 hours) a year.
- The six (6) working days (24 hours) 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 up to six weeks of unused sick time.

- 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 will be paid to Cherubino up to six weeks (120 hours) of unused sick time.
- 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 resign or have his employment terminated without cause or retire, he shall not forfeit his right to such sick leave and shall be paid equivalent of that number of days up to six weeks (120 hours) of unused sick time based upon his straight time pay. Straight time pay shall be determined by dividing his then applicable salary plus command pay plus longevity by 1352 hours.
- Should Cherubino die prior to his receipt of said sick leave, he shall have an amount equivalent to his pay for those days paid to his spouse, beneficiary, or estate.
- The City may require a physician's certificate for any absence of more than five (5) days (20 hours). Where the illness or disability is of long duration, a physician's certificate may be required for every ten (10) days (40 hours) 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.

On the first pay period in January, the city will pay a sick leave incentive to Cherubino if, in the previous year, he met the criteria set forth below. The "year" for sick leave incentive purposes shall be from January 1 through December 31. If Cherubino resigns, is discharged or retires in that year, he shall receive a pro-rated amount of sick leave incentive per day by taking total amount divided by 365 and multiplied by number of days from January 1st until separation date.

Sick Days Used (4-hr days)	Incentive Bonus
0 days	$400.00
1 day	$300.00

Sick Days Used (4 -hr days)	Incentive Bonus
2 days	$200.00
3 days	$150.00
4 days	$125.00
5 or more days	$0.00

Personal leave, vacation leave, or any other leave may not be substituted for sick leave to obtain sick leave incentive pay.

PERSONAL LEAVE

SECTION 1: Cherubino shall be entitled to three (3) working days (12 hours) a year with pay for personal leave. Said personal leave, if not used during the year, shall NOT be cumulative.

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 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 lose pay. For the purpose hereof, immedi ate 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, within 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.

The City agrees to provide defense and indemnification to Cherubino in accordance with, and subject to the terms, conditions, and limitations of, New York State Public Officers Law § 18 and General Municipal Law § 50-c. In accordance with New York law, the City shall not indemnify Cherubino for punitive or exemplary damages, fines, penalties, or damages resulting from intentional wrongdoing or recklessness.

In the event that 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, the matter shall go before the Board of Public Safety for a final and binding determination, after each party has had the opportunity to be heard.

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, the matter shall go before the Board of Public Safety for a binding determination, after each party has had the opportunity to be heard.

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 legi slative 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 gri evance, 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 Employment/Workplace Arbitration and Mediation Procedures of the American Arbitration Association (AAA), 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 Cherubino is not sustained on the grievance, Cherubino 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 Cheru bino. 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 Employment/Workplace Arbitration and Mediation Procedures of the American Arbitration Association (AAA). 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 will pay 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: _____

John DeFrancesco, Mayor

Dated: _____ By: _____

Randolph M. Cherubino, Assistant Fire Chief

#7

By Alderperson : Council As A Whole

Seconded by Alderperson :

A RESOLUTION ACCEPTING 2022/2023 FINANCIAL STATEMENT AUDIT - OFFICE OF THE COMPTROLLER

WHEREAS, BST & Co. CPAs, LLP has conducted a Financial Statement Audit of the City of Rensselaer for Fiscal Year 2022/2023, and

WHEREAS, the Common Council of the City of Rensselaer has reviewed such Financial Statement Audit, a copy of which is attached hereto, and good cause appearing therefore,

NOW, THEREFORE BE IT, RESOLVED, that the City of Rensselaer hereby accepts the findings contained in such Financial Statement Audit and thanks BST & Co. CPAs, LLP for its service to the City of Rensselaer.

Approved as to form and sufficiency
this 16th__ day of September, 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				

City of Rensselaer, New York

Basic Financial Statements

July 31, 2023

City of Rensselaer, New York

Basic Financial Statements

July 31, 2023

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Independent Auditor's Report

Mayor and City Common Council Members
City of Rensselaer, New York

Report on the Audit of the Financial Statements

Qualified and Unmodified Opinions

We have audited the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Rensselaer, New York (City), as of and for the year ended July 31, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Qualified Opinion on Governmental Activities

In our opinion, except for the matters discussed in the Basis for Qualified and Unmodified Opinions section of our report, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities of the City, as of July 31, 2023, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Unmodified Opinions on the Discretely Presented Component Unit, Each Major Fund and the Aggregate Remaining Fund Information

In our opinion, based on our audit and the report of the other auditors, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the discretely presented component unit, each major fund and the aggregate remaining fund information of the City, as of July 31, 2023, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the City of Rensselaer Industrial Development Agency (IDA), a discretely presented component unit. Those statements were audited by other auditors whose report has been furnished to us, and our opinions, insofar as they relate to the amounts included for the IDA, are based solely on the report of the other auditors.

Basis for Qualified and Unmodified Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified and unmodified audit opinions.

Matters Giving Rise to Qualified Opinion on Governmental Activities

As discussed in Note 1c to the financial statements, management has not maintained accounting records to support the completeness and accuracy of capital asset balances. In addition, the City has not estimated its other postemployment benefit costs and obligations in accordance with accounting principles generally accepted in the United States of America. Accounting principles generally accepted in the United States of America require the capitalization and depreciation of capital assets, and the estimation of other postemployment benefit costs and obligations. The amounts by which these departures would affect the assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position, and expenses of the governmental activities have not been determined.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

BST

Auditor's Responsibilities for the Audit of the Financial Statements - Continued

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the information listed under Required Supplementary Information in the accompanying table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted Management's Discussion and Analysis, the Budgetary Comparison Schedules, and the Schedule of Other Postemployment Benefits Liability, which accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining balance sheet - non-major governmental funds and combining statement of revenues, expenditures, and changes in fund balances - non-major governmental funds are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining balance sheet - non-major governmental funds and combining statement of revenues, expenditures, and changes in fund balances - non-major governmental funds are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

BST

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 8, 2026, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

BST+Co.CPAs, LLP

Latham, New York
June 8, 2026

BST

City of Rensselaer, New York

Government-Wide Financial Statements
Statement of Net Position

	July 31, 2023	December 31, 2022
	Governmental Activities	Component Unit
ASSETS		
Cash and equivalents	$ 4,519,531	$ 306,358
Cash and equivalents, restricted	424,735	-
Receivables		
Taxes, net	544,182	-
Accounts	1,260,297	-
Loans receivable, less allowance for uncollectible accounts	439,245	-
Due from other governments	954,050	-
Due from fiduciary fund	19,122	-
Prepaid expenses	45,601	-
Property held for sale or redevelopment	409,074	-
Capital assets		
Not being depreciated	6,345,309	-
Being depreciated, net	45,253,384	-
Total assets	60,214,530	306,358
DEFERRED OUTFLOWS OF RESOURCES	9,030,079	-
LIABILITIES		
Accounts payable	2,050,563	3,000
Accrued expenses	334,609	-
Due to other governments	480,417	-
Due to retirement system	528,532	-
Accrued interest payable	94,190	-
Unearned revenues	495,713	-
Non-current liabilities		
Due within one year	1,377,445	-
Due in more than one year		
OPEB	54,513,346	-
Compensated absences	1,769,782	-
Pension contribution payable	88,590	-
Net pension liability	8,116,010	-
Note payable	305,603	-
Bonds payable	2,675,000	-
Statutory installment bonds	531,080	-
EFC BAN payable	1,327,476	-
EFC loan payable	12,431,973	-
Total liabilities	87,120,329	3,000
DEFERRED INFLOWS OF RESOURCES	822,260	-
NET POSITION (DEFICIT)		
Net investment in capital assets	33,203,105	
Restricted	424,735	-
Unrestricted	(52,325,820)	303,358
Total net position (deficit)	**$ (18,697,980)**	**$ 303,358**

See accompanying Notes to Financial Statements.

City of Rensselaer, New York

Government-Wide Financial Statements
Statement of Activities

	Year Ended July 31, 2023					
		Program Revenue			Net (Expenses) Revenues and Changes in Net Position	
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Total Governmental Activities	Component Unit
Primary Government						
Governmental Activities						
General government	$ 2,925,029	$ 83,019	$ 44,710	$ -	$ (2,797,300)	$ -
Public safety	10,027,136	39,458	46,275	-	(9,941,403)	-
Transportation	1,887,800	10,400	-	1,022,106	(855,294)	-
Economic opportunity and development	137,338	-	203,040	-	65,702	-
Culture and recreation	1,039,903	5,135	22,659	44,598	(967,511)	-
Home and community services	4,954,718	4,076,008	-	162,542	(716,168)	-
Interest expense	272,873	-	-	-	(272,873)	-
Total primary government	$ 21,244,797	$ 4,214,020	$ 316,684	$ 1,229,246	(15,484,847)	-
Component Unit	**$ 436,142**	**$ 389,899**	**$ -**	**$ -**		**(46,243)**
GENERAL REVENUES						
Real property tax and related tax items					8,197,634	-
Non-property taxes					4,016,162	-
State aid					1,207,178	-
Other revenues					384,022	3,037
Total general revenues					13,804,996	3,037
Change in net position					(1,679,851)	(43,206)
NET POSITION, ***beginning of year***					(17,018,129)	346,564
NET POSITION, ***end of year***					**$ (18,697,980)**	**$ 303,358**

See accompanying Notes to Financial Statements.

City of Rensselaer, New York

Fund Financial Statements
Balance Sheet - Governmental Funds

	July 31, 2023							
	Major Funds							Total Governmental Funds
	General	Water	Sewer	Capital Projects	Community Development	Other Governmental	Elimination	
ASSETS								
Cash and equivalents	$ 976,674	$ 482,331	$ 1,452,621	$ 632,744	$ 815,080	$ 160,081	$ -	$ 4,519,531
Cash and equivalents, restricted	-	-	-	424,735	-	-	-	424,735
Receivables								
Taxes receivable, net	544,182	-	-	-	-	-	-	544,182
Accounts receivable	8,285	673,360	326,077	-		252,575	-	1,260,297
Loans receivable	-	-	-	-	439,245	-	-	439,245
Due from other funds	528,913	-	-	69,779	-	496,475	(1,095,167)	-
Due from Fiduciary Fund	19,122	-	-	-	-	-	-	19,122
Due from other governments	600,623	102,672	-	250,755	-	-	-	954,050
Prepaid expenses	45,601	-	-	-	-	-	-	45,601
Total assets	$ 2,723,400	$ 1,258,363	$ 1,778,698	$ 1,378,013	$ 1,254,325	$ 909,131	$ (1,095,167)	$ 8,206,763
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES								
Liabilities								
Accounts payable	$ 615,039	$ 604,779	$ 10,050	$ 780,598	$ 11,070	$ 29,027	$ -	$ 2,050,563
Accrued expenses	285,674	7,770	947	27,257	10,895	2,066	-	334,609
Due to other governments	244,841	235,576	-	-	-	-	-	480,417
Due to retirement system	504,853	11,839	2,779	-	-	9,061	-	528,532
Due to other funds	-	925,258	87,610	-	82,299	-	(1,095,167)	-
Unearned revenues	-	-	-	495,713	-	-	-	495,713
Total liabilities	1,650,407	1,785,222	101,386	1,303,568	104,264	40,154	(1,095,167)	3,889,834
Deferred inflows of resources	365,900	238,534	117,450	-	439,245	131,004	-	1,292,133
Fund balances								
Nonspendable	477,049	-	-	-	-	493,810	-	970,859
Assigned	-	-	1,559,862	74,445	710,816	244,163	-	2,589,286
Unassigned	230,044	(765,393)	-	-	-	-	-	(535,349)
Total fund balances	707,093	(765,393)	1,559,862	74,445	710,816	737,973	-	3,024,796
Total liabilities, deferred inflows of resources and fund balances	$ 2,723,400	$ 1,258,363	$ 1,778,698	$ 1,378,013	$ 1,254,325	$ 909,131	$ (1,095,167)	$ 8,206,763

See accompanying Notes to Financial Statements.

City of Rensselaer, New York

Reconciliation of the Total Fund Balances Shown in the Governmental Funds to the Statement of Net Position

		July 31, 2023
Fund Balances - Total Governmental Funds		$ 3,024,796
Amounts reported for governmental activities in the statement of net position are different because capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		51,598,693
Property held for sale or redevelopment in governmental activities is not a financial resource and, therefore, is not reported in the funds.		409,074
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		
Real property taxes	365,900	
Loans receivable	439,245	
Water, sewer and sanitation receivables	486,988	
		1,292,133
Deferred outflows and inflows of resources associated with the net pension and OPEB liabilities are not required to be reported in the fund financial statements:		
Deferred outflows - OPEB resources	4,052,956	
Deferred outflows - pension resources	4,977,123	
Deferred inflows - pension resources	(822,260)	
		8,207,819
Some (liabilities) assets (listed below) are not due and payable or available, respectively, in the current period and, therefore, are not reported in the funds:		
Note payable	(391,954)	
Bonds payable	(3,020,000)	
Statutory installment bonds	(708,107)	
EFC BANs payable	(1,409,676)	
EFC loans payable	(12,865,851)	
Accrued interest payable	(94,190)	
Compensated absences	(1,966,782)	
Pension contribution payable	(144,579)	
Net pension liability	(8,116,010)	
OPEB obligations payable	(54,513,346)	
		(83,230,495)
Net position of governmental activities		**$ (18,697,980)**

See accompanying Notes to Financial Statements.

City of Rensselaer, New York

Fund Financial Statements
Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds

	Year Ended July 31, 2023							
	Major Funds							Total Governmental Funds
	General	Water	Sewer	Capital Projects	Community Development	Other Governmental	Elimination	
REVENUES								
Real property taxes and related items	$ 8,197,634	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,197,634
Non-property taxes	3,794,003	-	-	-	-	-	-	3,794,003
Departmental income	38,977	1,997,491	685,805	-	21,893	838,476	-	3,582,647
Licenses and permits	827,456	-	-	-	-	-	-	827,456
Fines and forfeitures	94,735	-	-	-	-	-	-	94,735
Sale of property and compensation for loss	131,048	-	-	-	-	-	-	131,048
Use of money and property	75,658	8,260	2,499	37,426	-	1,983	-	125,826
Miscellaneous local sources	130,135	-	9,677	-	-	12,128	-	151,940
State aid	1,707,999	-	-	1,024,288	-	16,500	-	2,748,787
Federal aid	-	-	-	22,416	203,040	-	-	225,456
	14,997,645	2,005,751	697,981	1,084,130	224,938	869,087	-	19,879,532
EXPENDITURES								
General government support	1,888,626	250	-	-	-	-	-	1,888,876
Public safety	5,453,317	-	-	-	-	-	-	5,453,317
Transportation	1,205,616	-	-	-	-	-	-	1,205,616
Economic opportunity and development	13,120	-	-	-	77,832	-	-	90,952
Culture and recreation	93,931	-	-	-	-	142,350	-	236,281
Home and community services	164,500	1,668,024	204,215	-	-	598,570	-	2,635,309
Employee benefits	4,511,232	197,943	67,031	-	-	185,902	-	4,962,158
Capital outlays	776,586	116,359	-	1,644,415	-	-	-	2,537,360
Debt service								
Principal	438,859	345,228	264,800	-	-	-	-	1,048,887
Interest	184,443	13,544	82,385	-	-	-	-	280,372
Total expenditures	14,728,230	2,341,348	618,481	1,644,415	77,832	926,822	-	20,337,128
Excess (deficiency) of revenues over expenditures	**269,415**	**(335,597)**	**79,500**	**(560,285)**	**147,106**	**(57,735)**	-	**(457,596)**
OTHER FINANCING SOURCES (USES)								
Transfers in	-	-	-	-	-	126,700	(126,700)	-
Transfers out	(126,700)	-	-	-	-	-	126,700	-
Total other financing sources (uses)	(126,700)	-	-	-	-	126,700	-	-
Net change in fund balances	**142,715**	**(335,597)**	**79,500**	**(560,285)**	**147,106**	**68,965**	-	**(457,596)**
FUND BALANCES, *beginning of year*	564,378	(429,796)	1,480,362	634,730	563,710	669,008	-	3,482,392
FUND BALANCES, *end of year*	$ 707,093	$ (765,393)	$ 1,559,862	$ 74,445	$ 710,816	$ 737,973	$ -	$ 3,024,796

See accompanying Notes to Financial Statements.

City of Rensselaer, New York

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of the Governmental Funds to the Change in Net Position Shown in the Statement of Activities

		Year Ended July 31, 2023
Net change in fund balances - total governmental funds		$ (457,596)
Capital assets used in governmental activities are not financial resources and, therefore, are not reported within the funds.		
Additions		1,644,415
Depreciation		(2,701,386)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		(314,586)
Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		
Principal payment on note payable	82,982	
Principal paid on EFC loans	429,878	
Principal paid on EFC BANs	29,000	
Principal paid on bonds	507,027	
		1,048,887
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:		
Accrued interest	7,499	
Compensated absences	19,468	
Pension contribution payable	73,001	
Net pension liability, net of deferrals	(999,553)	
		(899,585)
Change in net position of governmental activities		**$ (1,679,851)**

See accompanying Notes to Financial Statements.

City of Rensselaer, New York

Statement of Fiduciary Net Position - Fiduciary Fund

	July 31, 2023 Custodial Fund
ASSETS	
Cash and cash equivalents	$ 386,185
LIABILITIES	
Accounts payable	8,987
Due to other funds	19,122
Agency liabilities	377,198
	386,185
NET POSITION	
Restricted	$ -

See accompanying Notes to Financial Statements.

City of Rensselaer, New York

Statement of Changes in Fiduciary Net Position - Fiduciary Fund

	Year Ended July 31, 2023
	Custodial Fund
ADDITIONS	
Use of money and property	$ 23,725
DELETIONS	
Increase in agency liabilities	23,725
CHANGE IN NET POSITION	-
NET POSITION, ***beginning of year***	-
NET POSITION, ***end of year***	$ -

See accompanying Notes to Financial Statements.

City of Rensselaer, New York

Notes to the Financial Statements
July 31, 2023

Note 1 - Organization and Summary of Significant Accounting Policies

The City of Rensselaer, New York (City) was incorporated in 1897 and is governed by a charter, General Laws of the State of New York, and various local laws and ordinances. The City Common Council is the legislative body responsible for the overall operation of the City. The City provides general government support, police and fire protection, garbage collections, water and sewer services, a public library, and recreation services.

All governmental activities and functions performed for the City are the direct responsibility of the City Common Council.

a. Financial Reporting Entity

The financial reporting entity consists of the primary government, which is the City.

In evaluating how to define the City for financial reporting purposes, management has considered various separate legal entities as potential component units. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependence. A second criterion used in evaluating potential component units is the scope of public service. A third criterion used in evaluating potential component units is the existence of special financing relationships, regardless of whether the City is able to exercise oversight responsibilities. Based upon the application of these criteria, the following component unit is included in the City's reporting entity:

The City of Rensselaer Industrial Development Agency (Agency) was created under the provisions of the laws of New York State for the purpose of encouraging economic growth in the City. The Agency is exempt from federal, state, and local income taxes. The members of the Agency's Board of Directors are appointed by the City Common Council. Complete financial statements of the Agency can be obtained from its administrative office at the address indicated below:

City of Rensselaer Industrial Development Agency
Department of Planning and Development
City Hall
62 Washington Street
Rensselaer, New York 12144

The following is excluded from the reporting entity:

<u>The City of Rensselaer Housing Authority</u>

The City of Rensselaer Housing Authority's (Housing Authority) governing board is appointed by the Chief Executive Officer of the City. The City provides no subsidy to the Housing Authority nor is it responsible for debt or operating deficits of the Housing Authority. The Housing Authority's debt is essentially supported by operating revenues of the Housing Authority and is not guaranteed by the City. The City does not appoint management of the Housing Authority, nor does it approve the Housing Authority's budget, contracts, or hiring staff. The City has no oversight responsibility for funds of the Housing Authority.

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

b. Financial Statement Presentation

Except as described in Note 1c, the accompanying basic financial statements of the City have been prepared in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) for governments. Such principles are prescribed by the Governmental Accounting Standards Board (GASB), which is the standard-setting body for establishing accounting and financial reporting principles in the United States of America.

c. Government-Wide Financial Statements and Departures From U.S. GAAP

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the City and its component unit. The effect of interfund activity within the governmental activities has been eliminated from these statements. Governmental activities, which are normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The City does not have any business-type activities.

The statement of net position presents the financial position of the City at the end of its fiscal year. The statement of activities demonstrates the degree to which the direct expenses of a given function or program is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Certain indirect costs have been allocated and are reported as direct program expenses of individual functions and programs. Program revenues include charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; grants and contributions that are restricted to meeting the operational requirements of a particular function or segment; and capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than program revenues. Taxes and other items not included as program revenues are reported as general revenues, as required.

The government-wide financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Taxes are recognized as revenues in the year they are earned. Grants, entitlements, and donations are recognized as revenues as soon as all eligibility requirements have been met.

The City's financial statements include departures from U.S. GAAP as it relates to capital asset reporting and other postemployment benefits (OPEB) obligations. The City has not maintained a complete and updated listing of capital asset additions, deletions, and itemized depreciation expenses, and has not evaluated capital assets for impairment since the year ended July 31, 2018. Depreciation amounts for the years ended July 31, 2019 to 2023 were estimated based on depreciation expense during the year ended July 31, 2018. Additionally, the City has not estimated its OPEB obligation since the year ended July 31, 2018. OPEB amounts included in the financial statements are based on a July 31, 2018 valuation that is not compliant with U.S. GAAP. The amounts by which these departures would affect the assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position, and expenses of the governmental activities have not been determined.

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

d. Fund Financial Statements

Separate statements are provided for governmental funds and fiduciary funds, even though the latter is excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

Fiduciary fund financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting as described above for the government-wide financial statements.

Governmental fund financial statements are prepared using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. "Measurable" means the amount of the transaction that can be determined, and "available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period. The City considers property taxes available if they are collected within 60 days of year-end. A 120-day availability period is used for revenue recognition for all other governmental fund type revenues. Receivables not expected to be collected within the availability periods are recorded as deferred inflows of resources.

Expenditures and related liabilities are generally recorded in the accounting period that the liability is incurred to the extent that it is expected to be paid within the next 12 months, with the exception of items covered by GASB Interpretation 6 (GASBI 6), *Recognition and Measurement of Certain Liabilities and Expenditures in Governmental Fund Financial Statements*. GASBI 6 modified the recognition criteria for certain expenditures and liabilities. GASBI 6 requires that expenditures and liabilities, such as debt service, compensated absences, and claims and judgments, be recorded in the governmental fund financial statements only when they mature or become due for payment within the period. Expenditure-driven grants are recognized as revenues when the qualifying expenditures have been incurred, all other grant requirements have been met, and amounts are considered available.

A fund is a separate accounting entity with a self-balancing set of accounts. The City reports the following funds:

- Governmental Funds - Governmental funds are those through which most general government functions are financed. The acquisition, use, and balances of expendable financial resources and the related liabilities are accounted for through governmental funds.

  The following are the City's major governmental funds:

  - General Fund - The City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

  - Water Fund - Used to account for the revenues and expenditures associated with providing water treatment and transportation.

  - Sewer Fund - Used to account for the revenues and expenditures associated with providing sewage treatment services in the City.

  - Community Development Fund - Used to account for federal funds received in the form of community development grants and rental rehabilitation programs.

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

d. Fund Financial Statements - Continued

- Governmental Funds - Continued

  - Capital Projects Fund - Used to account for financial resources to be used for the acquisition or construction of major capital facilities. Financing is generally provided from proceeds of bonds, notes, federal and state grants, and transfers from other governmental funds.

The following are the City's non-major governmental funds and fiduciary funds, which compose the Other Remaining Fund Information opinion unit:

- Library Fund - Used to account for the operations of a public library established and supported by taxes pursuant to Education Law, Section 259.

- Solid Waste Fund - Used to account for revenues and expenditures for the purpose of providing refuse and trash collection to the City.

- Fiduciary Fund - Used to account for assets held by the City in a trustee or custodial capacity. The following is the City's fiduciary fund:

  - Custodial Fund - Used to account for assets held on behalf of outside parties, including other governments.

e. Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources, and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses/expenditures, and other financing sources (uses) during the reporting year. Actual results could differ from those estimates.

f. Budgets

The City employs the following budgetary procedures:

- No later than June 1, the budget officer submits a tentative budget to the City Common Council for the fiscal year commencing the following August 1. The tentative budget includes proposed expenditures and the proposed means of financing for all funds.

- After a public hearing is conducted to obtain taxpayer comments, but no later than June 30, the City Common Council adopts the preliminary budget.

- All revisions that alter appropriations of any department or fund must be approved by the City Common Council.

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

f. Budgets - Continued

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded for budgeting control purposes to reserve that portion of the applicable appropriation, is employed in the governmental funds. Open encumbrances at year-end are recorded as reservations of fund balances since the commitments do not constitute expenditures or liabilities. Open encumbrances, after review by the City Common Council, are added to the subsequent year's budget to provide the modified budget presented in the financial statements. Expenditures for such commitments are recorded in the period the liability is incurred.

Budgets are adopted on the modified accrual basis of accounting for the General Fund and each special revenue fund. Appropriations authorized for the current year are increased by the amount of encumbrances carried forward from the prior year and any appropriated reserve funds. Appropriations established by adoption of the budget constitute a limitation on expenditures (and encumbrances) that may be incurred. Appropriations lapse at the fiscal year-end. Supplementary appropriations may occur subject to legal restrictions if the City Common Council approves them because of a need that exists that was not determined at the time the budget was adopted. Expenditures may not legally exceed budgeted appropriations at the activity level. Project-length financial plans are adopted for the Capital Projects Fund.

g. Cash and Cash Equivalents

The City's cash and cash equivalents are defined as restricted and unrestricted short-term, highly liquid investments that are readily convertible to known amounts of cash at maturity (with maturity being no greater than 90 days when purchased).

Restricted cash and cash equivalents consist of funds restricted by external parties and purposes established by the City Common Council.

The City's investment policies are governed by New York State statutes. City monies are deposited in Federal Deposit Insurance Corporation (FDIC) insured commercial banks or trust companies authorized to do business in New York State. The City is authorized to use demand accounts and invest in special time deposits and certificates of deposit. Permissible investments also include obligations of the U.S. Treasury and U.S. agencies where principal and interest are guaranteed by the United States of America and obligations of New York State or permission of the Comptroller of the State of New York in revenue and tax anticipation notes of New York State municipalities, school districts, public authorities, and district corporations.

New York State statutes require that collateral be maintained for cash and cash equivalents at 100% of all deposits not covered by the FDIC. As of July 31, 2023, the City has adequate coverage for all available bank balances either through the FDIC or securities held by an agent of the City in the City's name.

h. Interfund Transactions

During the course of operations, the City processes several transactions that affect more than one fund and other transactions between the various funds. Interfund services provided and used are accounted for as revenues in the provider funds and expenditures or expenses in the user funds.

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

h. Interfund Transactions - Continued

Transactions that constitute reimbursements to a fund for expenditures initially made from it that are properly applicable to another fund are recorded as expenditures in the reimbursing fund and as reductions of expenditures in the fund that is reimbursed. Advances or loans from one fund to another are recorded as receivables in the remitting fund and payables in the receiving fund. Other interfund transactions generally represent transfers of resources from one fund to be utilized in another fund and are reported as transfers. Interfund transactions that are unpaid between funds are recorded in the financial statements as due from other funds (receivables) and due to other funds (payables).

i. Real Property Taxes and Related Items, Taxes Receivable, Accounts Receivable, and Due From Other Governments

The City's Receiver of Taxes is responsible for collection of City and Rensselaer City School District (School District) taxes. The City Common Council adopts the budget for the ensuing fiscal year no later than June 30 of each year. Real property taxes for the City's purposes are levied and become a lien on August 1. All taxes levied on property within the City are collected by the City Treasurer for 30 days after August 1, without penalty or interest. After such 30-day period, interest and penalties are added as appropriate and collection continues until July 15. The City enforces its own taxes via a tax sale performed in mid-July. In addition to the City's tax levy, the City is responsible for collecting the School District's taxes levied on property within the City. The City remits school tax collections to the School District throughout the year and has until the end of the following fiscal year to reimburse the School District for taxes uncollected at July 31 of the current fiscal year.

The City has established a reserve of $109,344 for tax receivables determined to be uncollectible.

Accounts and other receivables are carried at the original invoice amount less an estimate made for doubtful receivables based on a review of all outstanding amounts on a periodic basis. Management determines the allowance for doubtful accounts by identifying troubled accounts and using historical experience applied to an aging of receivables. Management determined that no allowance for doubtful accounts was necessary for these receivables at July 31, 2023.

As further described in Note 2, the City makes loans for home improvements, home acquisition and economic development under various Housing and Urban Development programs. The City's loans are generally interest-free as part of its program mission. Certain loans do not require repayment in the event that the homeowner meets an established residency requirement. The City has fully reserved these loans as they expect borrowers to meet the residency requirements. Other loans receivable are carried at their unpaid principal balance less an estimate made for doubtful receivables based on a review of all outstanding amounts on a periodic basis. Management determines the allowance for doubtful loans receivable based on a review of payment histories and judgments that have been filed. Management has established an allowance for doubtful loans receivable in the Community Development Fund of $89,317 for loans receivable determined to be uncollectible.

j. Property Held for Sale or Redevelopment

Property held for sale or redevelopment consists of property acquired through the City's enforcement of real property taxes for the purpose of resale or redevelopment and is carried at the lower of cost or net realizable value.

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

k. Capital Assets

See Note 1c for a description of departures from U.S. GAAP relating to capital assets.

Capital assets, which include land, construction in progress, buildings, site improvements, personal property, machinery and equipment, and infrastructure assets (e.g., roads, sidewalks, water lines, storm drains, and similar items), are reported in the applicable governmental activities columns in the government-wide financial statements. The City defines capital assets as assets with an initial individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost. Donated capital assets are recorded at their estimated fair value at the date of donation.

Major outlays for capital assets and improvements are capitalized as projects are constructed. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives is not capitalized.

Land and construction in progress are not depreciated. Buildings, site improvements, personal property, machinery and equipment, and infrastructure assets are depreciated using the straight-line method over the following estimated useful lives:

Buildings	30-50 years
Other capital assets	5-10 years
Machinery and equipment	5-15 years
Infrastructure	15-50 years

The City did not record any capital asset activity for fiscal 2023.

l. Deferred Outflows/Inflows of Resources and Unearned Revenues

When potential revenues do not meet the availability criterion for recognition in the current period, these amounts are recorded as deferred inflows of resources in the governmental funds. In subsequent periods, when availability criterion is met, deferred inflows of resources are recognized as revenues.

The City also reports deferred outflows and inflows of resources related to various pension and OPEB plan transactions. See Note 1c for a description of departures from U.S. GAAP relating to OPEB.

Unearned revenue arises when resources are received by the City before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualifying expenditures. In subsequent periods, or when the City has legal claim to the resources, the liability is removed and revenue is recognized.

m. Compensated Absences

City employees are granted vacation and sick time in varying amounts. In the event of termination or upon retirement, an employee is entitled to payment for accumulated vacation and sick leave at various rates subject to certain maximum limitation.

Payment of vacation and compensatory time is dependent upon many factors; therefore, the timing of future payments is not readily determinable. However, management believes that sufficient resources will be made available for the payment of vacation and sick time.

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

m. Compensated Absences - Continued

Estimated vacation and sick time accumulated by governmental fund type employees have been recorded in the government-wide statement of net position.

n. Other Postemployment Benefits

See Note 1c for a description of departures from U.S. GAAP relating to OPEB.

OPEB costs are measured and disclosed using the accrual basis of accounting in the government-wide financial statements (see Note 9). In addition to providing pension benefits, the City provides health insurance coverage and survivor benefits for retired employees and their survivors in accordance with the provisions of the employment contracts negotiated between the City and its employee groups. Substantially all of the City's employees may become eligible for these benefits if they reach the normal retirement age while working for the City. Health care benefits are provided through plans whose premiums are based on benefits paid during the year. The cost of providing postretirement benefits is shared between the City and the retired employee or their survivors.

o. Pensions

The City is a participating employer in the New York State and Local Employees' Retirement System (ERS) and the New York State and Local Police and Fire Retirement System (PFRS), which are collectively referred to as the New York State and Local Retirement System (System). Employees in ERS and PFRS permanent positions are required to enroll in the System, while employees in ERS part-time or seasonal positions have the option of enrolling in the System. The System is a cost-sharing, multiple-employer public employee defined benefit retirement system. The impact on the City's financial position and results of operations due to its participation in the System is more fully disclosed in Note 8.

p. Long-Term Debt Obligations

Principal and interest payments are recognized as expenditures of a governmental fund when paid. Long-term debt is recognized as a liability of a governmental fund when due. The remaining portion of such obligations is reported in the government-wide statement of net position.

Governmental funds recognize bond premiums, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

q. Net Position and Fund Balances

The following terms are used in reporting net position:

- Net Investment in Capital Assets consists of capital assets, including restricted capital assets, reduced by outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Note 1 - Organization and Summary of Significant Accounting Policies - Continued

q. Net Position and Fund Balances - Continued

- Restricted Net Position is reported when constraints placed on the use of resources are either:

  (1) Externally imposed by creditors (such as debt covenants), grantors, contributors, or laws and regulations of other governments; or

  (2) Imposed by law through constitutional provisions or enabling legislation.

- Unrestricted is the net amount of assets, deferred outflows of resources, liabilities and deferred inflows of resources that is not included in the determination of net investment in capital assets or restricted components of net position described above.

Fund balances for governmental funds are reported in classifications that compose a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The five fund balance classifications are as follows:

- Nonspendable - Amounts that cannot be spent because they are either: (a) not in spendable form or (b) legally or contractually required to be maintained intact.

- Restricted - Amounts that have restraints that are either: (a) externally imposed by creditors, grantors, contributors, or laws and regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

- Committed - Amounts that can only be used for specific purposes pursuant to constraints imposed by a formal action, such as legislation, resolution, or ordinance by the government's highest level of decision-making authority.

- Assigned - Amounts that are constrained only by the government's intent to be used for a specified purpose but are not restricted or committed in any manner.

- Unassigned - The residual amount in the General Fund after all of the other classifications have been established. In a special revenue fund, if expenditures and other financing uses exceed the amounts restricted, committed, or assigned for those purposes, then a negative unassigned fund balance will occur.

The City's fund balance policy is set by the City Common Council, the highest level of decision-making authority. The City Common Council considers "formal action" for a committed fund balance to be the passing of a resolution. The City Common Council has delegated the ability to assign fund balance to the Treasurer. The City Common Council considers fund balance spent in the order of restricted, committed, assigned, and unassigned.

r. Subsequent Events

The City has evaluated subsequent events for potential recognition or disclosure through June 8, 2026, the date the financial statements were available to be issued.

Note 2 - Receivables

a. Loans Receivable, Less Allowance for Uncollectible Accounts

The City's loans receivable consist of the following:

(1) Interest-Free Home Improvement - Unsecured, interest-free loans to homeowners within the Fort Crailo Historic District that are repayable on a monthly basis over a period not to exceed 10 years.

(2) Home Acquisition Assistance Loans (repayable) - Interest-free loans made to assist in home acquisition within the City. These loans must be repaid when the borrower moves out or sells their residence. These loans are secured by the underlying property.

(3) Home Acquisition Loans (amortizable) - Unsecured, interest-free loans that are amortized over a period of time. Disposition of the property prior to the residency requirement would result in a pro-rata repayment of the loan balance.

(4) Economic Development - Unsecured loans made to various business enterprises. Economic development loans are generally interest-free and must be repaid over a period not to exceed 10 years.

The following table summarizes the loans outstanding as of July 31, 2023:

	Historic District	Homeowner Acquisition Deferred	Homeowner Amortizable	Economic Development	Total
Book value	$ 8,154	$ 357,269	$ 458,913	$ 163,139	$ 987,475
Reserve for amortizable loans	-	-	(458,913)	-	(458,913)
Reserve for uncollectible	-	(89,317)	-	-	(89,317)
Net book value	$ 8,154	$ 267,952	$ -	$ 163,139	$ 439,245

b. Due From Other Governments

(1) General Fund - Consists of June and July 2023 sales tax distributions due from the County of Rensselaer.

(2) Water Fund - The balance, if any, represents amounts due from other municipalities for water consumption.

(3) Capital Projects Fund - The balance, if any, consists of grant reimbursements from New York State and the federal government.

Note 3 - Interfund Transactions

During the course of operations, the City has numerous transactions between funds, including expenditures and transfers of revenue to provide services and construct assets. For the year ended July 31, 2023, interfund receivables, payables, revenues, and expenses arising from these transactions were as follows:

	Due From Other Funds			
Due To Other Funds	General	Capital Projects	Other Governmental	Total
Water	$ 431,448	$ -	$ 493,810	$ 925,258
Sewer	15,166	69,779	2,665	87,610
Community Development	82,299	-	-	82,299
Total	$ 528,913	$ 69,779	$ 496,475	$ 1,095,167

In addition to the above, the Fiduciary Fund owed the General Fund $19,122.

During the year ended July 31, 2023, the City's General Fund transferred $126,700 to the Library Fund to help finance operations in accordance with the City's budget.

Note 4 - Capital Assets

See note 1c for a description of departures from U.S. GAAP related to capital assets.

A summary of changes in capital assets is as follows:

	Balance August 1, 2022	Additions	Retirements	Balance July 31, 2023
Depreciable Assets				
Buildings	$ 11,937,437	$ -	$ -	$ 11,937,437
Site improvements	140,150	-	-	140,150
Personal property	965,988	-	-	965,988
Machinery and equipment	5,262,803	-	-	5,262,803
Infrastructure	102,807,598	-	-	102,807,598
	121,113,976	-	-	121,113,976
Accumulated Depreciation				
Buildings	5,437,727	295,753	-	5,733,480
Site improvements	64,210	5,789	-	69,999
Personal property	817,893	60,979	-	878,872
Machinery and equipment	4,036,424	221,757	-	4,258,181
Infrastructure	62,802,952	2,117,108	-	64,920,060
	73,159,206	2,701,386	-	75,860,592
Total depreciable assets	47,954,770	(2,701,386)	-	45,253,384
Non-Depreciable Assets				
Land	640,126	-	-	640,126
Construction in progress	4,060,768	1,644,415	-	5,705,183
Total non-depreciable assets	4,700,894	1,644,415	-	6,345,309
Total capital assets	$ 52,655,664	$ (1,056,971)	$ -	$ 51,598,693

City of Rensselaer, New York

Notes to the Financial Statements
July 31, 2023

Note 5 - Long-Term Liabilities

The following table summarizes changes in long-term liabilities for governmental activities:

	Balance August 1, 2022	Additions	Reductions	Balance July 31, 2023	Due Within One Year
General obligation bonds	$ 3,350,000	$ -	$ 330,000	$ 3,020,000	$ 345,000
Statutory installment bonds	885,134	-	177,027	708,107	177,027
EFC BAN payable	1,438,676	-	29,000	1,409,676	82,200
EFC loan payable	13,295,729	-	429,878	12,865,851	433,878
Note payable	474,936	-	82,982	391,954	86,351
Compensated absences*	1,986,250	-	19,468	1,966,782	197,000
Pension contribution payable	217,580	-	73,001	144,579	55,989
Net pension liability					
ERS	-	2,463,404	299,749	2,163,655	-
PFRS	661,930	6,407,138	1,116,713	5,952,355	-
OPEB	54,513,346	-	-	54,513,346	-
	$ 76,823,581	$ 8,870,542	$ 2,557,818	$ 83,136,305	$ 1,377,445

* increases and decreases in compensated absences are presented net.

See Note 1c for a description of departures from U.S. GAAP relating to OPEB.

Note 6 - Bonds and Notes Payable

A summary of the City's indebtedness under bonds payable is as follows:

General Obligation Bonds

Issue Date	Original Amount	Final Maturity	Interest Rate	Outstanding at July 31, 2023
June 22, 2010	$ 3,008,500	April 1, 2025	3.500% - 4.000%	$ 500,000
April 5, 2011	3,435,000	April 1, 2040	4.750% - 5.125%	2,520,000
				$ 3,020,000

Statutory Installment Bonds

Issue Date	Original Amount	Final Maturity	Interest Rate	Outstanding at July 31, 2023
February 18, 2017	$ 804,000	February 18, 2027	3.09%	$ 321,600
June 9, 2017	746,000	June 9, 2027	3.30%	298,400
July 28, 2017	220,279	July 28, 2027	3.22%	88,107
				$ 708,107

Note 6 - Bonds and Notes Payable - Continued

Aggregate minimum maturities of bonds payable are as follows:

	Principal	Interest	Total
Fiscal Year Ending July 31,			
2024	$ 522,027	$ 168,991	$ 691,018
2025	537,027	148,560	685,587
2026	287,027	127,492	414,519
2027	292,026	116,387	408,413
2028	120,000	105,044	225,044
2029 through 2033	685,000	432,718	1,117,718
2034 through 2038	875,000	242,949	1,117,949
2039 through 2041	410,000	31,775	441,775
Total	$ 3,728,107	$ 1,373,916	$ 5,102,023

A summary of the City's indebtedness under notes payable is as follows:

Notes Payable				
Issue Date	Original Amount	Final Maturity	Interest Rate	Outstanding at July 31, 2023
October 2017	$ 826,982	October 1, 2027	4.00%	$ 391,954

Aggregate minimum maturities of notes payable are as follows:

	Principal	Interest	Total
Fiscal Year Ending July 31,			
2024	$ 86,351	$ 14,394	$ 100,745
2025	89,857	10,887	100,745
2026	93,506	7,239	100,745
2027	97,303	3,442	100,745
2028	24,937	249	25,186
Total	$ 391,954	$ 36,211	$ 428,166

Note 7 - Environmental Facilities Corporation (EFC) Loan Agreements

A summary of the City's indebtedness under EFC loan agreements is as follows:

EFC Loan Agreements					
Issue Date	Purpose	Original Amount	Final Maturity	Interest Rate	Outstanding at July 31, 2023
September 2016	Clean Water	$ 6,371,157	September 2045	1.10%	$ 5,090,000
October 2019	Drinking Water	8,731,275	October 2048	0.00%	7,775,851
					$ 12,865,851

Aggregate minimum maturities of EFC loans are as follows:

	Clean Water			Drinking Water
	Principal	Interest	Total	Principal
Fiscal Year Ending July 31,				
2024	$ 185,000	$ 84,829	$ 269,829	$ 248,878
2025	190,000	83,150	273,150	252,906
2026	190,000	81,346	271,346	256,921
2027	190,000	79,367	269,367	260,935
2028	195,000	77,082	272,082	264,950
2029 through 2033	1,015,000	341,331	1,356,331	1,384,963
2034 through 2038	1,105,000	251,551	1,356,551	1,485,323
2039 through 2043	1,225,000	138,986	1,363,986	1,585,682
2044 through 2048	795,000	24,144	819,144	1,686,042
2049	-	-	-	349,251
Total	$ 5,090,000	$ 1,161,785	$ 6,251,785	$ 7,775,851

Clean Water State Revolving Fund Bond Anticipation Notes (BAN)

In September 2018, the City began borrowing under a new long-term loan program with EFC to help finance various sewer infrastructure projects at 0% interest. The following amortization schedule represents the future repayments of the current amount outstanding at July 31, 2023:

Fiscal Year Ending July 31,	
2024	$ 82,000
2025	82,000
2026	82,000
2027	82,000
2028	82,000
2029 through 2033	410,000
2034 through 2038	410,000
2039 through 2042	179,676
Total	$ 1,409,676

In September 2023, the City received an additional $1.1 million in BAN proceeds and refinanced the total outstanding BAN of $2,465,784 over a 30-year period through 2053 at 0% interest.

Note 8 - Retirement System

a. Plan Description and Benefits Provided

The City participates in the System, which is a defined benefit cost-sharing, multiple-employer public employee retirement system. The net position of the System is held in the New York State Common Retirement Fund (Fund), which was established to hold all assets and record changes in fiduciary net position allocated to the System. The Comptroller of the State of New York (Comptroller) serves as the trustee of the Fund and is the administrative head of the System.

The Comptroller adopts and may amend rules and regulations for the administration and transaction of the business of the System for the custody and control of its funds. The System issues publicly available financial reports that include financial statements and required supplementary information. These reports may be obtained by writing to the New York State and Local Retirement System, 110 State Street, Albany, New York 12244.

b. Plan Benefits

The System provides retirement benefits as well as death and disability benefits. Retirement benefits are established by the New York State Retirement and Social Security Law (NYSRSSL) and are dependent upon the point in time at which the employees last joined the System. The NYSRSSL has established distinct classes of membership. The System uses a tier concept within ERS and PFRS to distinguish these groups, as follows:

ERS

- Tier 1 - Those individuals who last became members before July 1, 1973.
- Tier 2 - Those individuals who last became members on or after July 1, 1973 but before July 27, 1976.
- Tier 3 - Generally, those individuals who are New York State corrections officers who last became members on or after July 27, 1976 but before January 1, 2010 and all others who last became members on or after July 27, 1976 but before September 1, 1983.
- Tier 4 - Generally, except for corrections officers, those individuals who last became members on or after September 1, 1983 but before January 1, 2010.
- Tier 5 - Those individuals who last became members on or after January 1, 2010 but before April 1, 2012.
- Tier 6 - Those individuals who first became members on or after April 1, 2012.

PFRS

- Tier 1 - Those individuals who last became members before July 31, 1973.
- Tier 2 - Those individuals who last became members on or after July 31, 1973 but before July 1, 2009.
- Tier 3 - Those individuals who last became members on or after July 1, 2009 but before January 9, 2010.
- Tier 4 - Not applicable.

Note 8 - Retirement System - Continued

b. Plan Benefits - Continued

PFRS - Continued

- Tier 5 - Those individuals who last became members on or after January 9, 2010 but before April 1, 2012, or who were previously Tier 3 members who elected to become Tier 5.
- Tier 6 - Those individuals who first became members on or after April 1, 2012.

Generally, members of the System may retire at age 55; however, members of Tiers 2, 3, and 4 will receive a reduced benefit if they retire before age 62 with less than 30 years of service. Tier 5 members must be 62 years of age with at least 10 years of service credit to retire with full benefits. The full benefit age for Tier 6 is 63 for ERS members and 62 for PFRS members. Tier 6 members with 10 years of service or more can retire as early as age 55 with reduced benefits. A member with less than five years of service may withdraw and obtain a refund, including interest, of the accumulated employee contributions. Members who joined on or after January 1, 2010 (ERS) or January 9, 2010 (PFRS) generally need 10 years of service to be 100% vested. As of April 9, 2022, legislation was passed that reduced the number of years of service credit from 10 years to five years. Therefore, all members are vested when they reach five years of service.

Typically, the benefit for members in all tiers is 1.67% of final average salary for each year of service if the member retires with less than 20 years. If a Tier 1 or Tier 2 member retires with 20 or more years of service, the benefit is 2% of final average salary for each year of service.

If a Tier 3, Tier 4, or Tier 5 member retires with between 20 and 30 years of service, the benefit is 2% of final average salary for each year of service. If a Tier 3, Tier 4, or Tier 5 member retires with more than 30 years of service, an additional benefit of 1.5% of final average salary is applied for each year of service over 30 years. Final average salary for Tiers 1 through 5 is the average of the wages earned in the three highest consecutive years of employment. Each year used in the final average salary calculation is limited to no more than 20% of the previous year (Tier 1) or no more than 20% of the average of the previous two years (Tier 2). For Tier 3, Tier 4, and Tier 5 members, each year used in the final average salary calculation is limited to no more than 10% of the average of the previous two years. The benefit for Tier 6 members who retire with 20 years of service is 1.75% of final average salary for each year of service. If a Tier 6 member retires with more than 20 years of service, an additional benefit of 2% of final average salary is applied to each year of service over 20 years. The final average salary for a Tier 6 member is computed as the average of the wages earned in the five highest consecutive years. Each year of final average salary is limited to no more than 10% of the average of the previous four years.

An automatic post-employment benefit is provided annually to pensioners who have reached age 62 and been retired for five years; pensioners who have reached age 55 and been retired for 10 years; all disability pensioners, regardless of age, who have been retired for five years; recipients of an accidental death benefit, regardless of age, who have been receiving such benefit for five years; and spouses of deceased retirees receiving a lifetime benefit under an option elected by the retiree at retirement. An eligible spouse is entitled to one-half of the cost-of-living adjustment amount that would have been paid to the retiree when the retiree would have met the eligibility criteria. This cost-of-living adjustment is a percentage of the annual retirement benefit of the eligible member as computed on a base benefit amount not to exceed $18,000 of the annual retirement benefit. The cost-of-living percentage shall be 50% of the annual Consumer Price Index as published by the U.S. Bureau of Labor Statistics but cannot be less than 1% or greater than 3%.

Note 8 - Retirement System - Continued

c. Funding Policy

Employee contribution requirements depend upon the point in time at which an employee last joined the System. Most Tier 1 and Tier 2 members of ERS and most members of PFRS are not required to make employee contributions. Employees in ERS Tiers 3, 4, and 5 are required to contribute 3% of their salary; however, as a result of Article 19 of the NYSRSSL, eligible ERS Tier 3 and Tier 4 employees who have 10 or more years of membership or credited service within the System are not required to contribute. The ERS Tier 6 contribution rate varies from 3% to 6% depending on salary. ERS Tier 5 and Tier 6 members are required to contribute for all years of service. Members cannot be required to begin contributing or make increased contributions beyond what was required when their memberships began.

Participating employers are required under the NYSRSSL to contribute to the System at an actuarially determined rate adopted annually by the Comptroller. The average contribution rate for ERS and PFRS was approximately 11.6% and 27.0% of payroll, respectively, for the fiscal year ended March 31, 2023. The required contribution for the current year was $299,749 for ERS and $1,116,713 for PFRS. These contributions were equal to 100% of the actuarially required contributions.

The City elected to participate in the Employer Contribution Stabilization Program per Part II of Chapter 57, Laws of 2010, which was signed into law on August 11, 2010. This program gives localities the option to amortize a portion of their annual pension cost. The amortized amount will be paid in equal installments over a 10-year period and may be prepaid at any time. For 2014, the City elected to amortize $186,470 for ERS and $270,720 for PFRS, with a current balance of $18,648 and $67,680, respectively, at July 31, 2023. For 2015, the City elected to amortize an additional $4,360 for ERS and $172,140 for PFRS, with a current balance of $872 and $57,379, respectively, at July 31, 2023. The balances of these amortized liabilities are included in pension contribution payable in the statement of net position. The following table presents the future minimum payments under New York State's amortization programs:

	ERS	PFRS	Total
Plan year ending March 31,			
2024	$ 19,084	$ 36,905	$ 55,989
2025	436	36,905	37,341
2026	-	36,905	36,905
2027	-	14,344	14,344
	$ 19,520	$ 125,059	$ 144,579

c. Pension Liabilities, Expense, and Deferred Outflows and Inflows of Resources Related to Pensions

At July 31, 2023, the City reported a liability of $2,163,655 for its proportionate share of the net pension liability for ERS and a liability of $5,952,355 for its proportionate share of the net pension liability for PFRS. The net pension liability was measured as of March 31, 2023, and the total pension liability was determined by an actuarial valuation as of April 1, 2022. The City's proportion of the net pension liability was based on the ratio of its actuarially determined employer contribution to the System's total actuarially determined employer contribution for the fiscal year ended on the measurement date. At the March 31, 2023 measurement date, the City's proportionate share was .0100898% for ERS and .1080190% for PFRS.

Note 8 - Retirement System - Continued

d. Pension Liabilities, Expense, and Deferred Outflows and Inflows of Resources Related to Pensions - Continued

For the year ended July 31, 2023, the City recognized pension expense of $2,416,025 on the accrual basis of accounting. At July 31, 2023, the City reported deferred outflows and inflows of resources as follows:

	ERS		PFRS	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 230,447	$ 60,764	$ 581,783	$ -
Changes in assumptions	1,050,815	11,613	2,900,567	-
Net differences between projected and actual investment earnings on pension plan investments	-	12,711	10,523	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	34,951	118,935	168,037	618,237
Total	$ 1,316,213	$ 204,023	$ 3,660,910	$ 618,237

Amounts recognized as deferred outflows of resources and deferred inflows of resources related to pensions will be amortized as follows:

	ERS	PFRS	Total
Year ending July 31,			
2024	$ 253,176	$ 516,213	$ 769,389
2025	(148,587)	(243,930)	(392,517)
2026	429,420	1,641,768	2,071,188
2027	578,181	1,052,034	1,630,215
2028	-	76,588	76,588
Total	$ 1,112,190	$ 3,042,673	$ 4,154,863

e. Actuarial Assumptions

The total pension liability at March 31, 2023 was determined by using an actuarial valuation as of April 1, 2022, with updated procedures used to roll forward the total pension liability to March 31, 2023.

Significant actuarial assumptions used in the April 1, 2022 valuation were as follows:

	ERS	PFRS
Inflation rate	2.9%	2.9%
Salary scale	4.4%	6.2%
Investment rate of return, including inflation	5.9%	5.9%
Cost-of-living adjustment	1.5%	1.5%

Annuitant mortality rates are based on April 1, 2015 to March 31, 2020 System's experience with adjustments for mortality improvements based on Scale MP-2021.

Note 8 - Retirement System - Continued

e. Actuarial Assumptions - Continued

The actuarial assumptions used in the April 1, 2022 valuation are based on the results of an actuarial experience study for the period April 1, 2015 to March 31, 2020.

f. Investment Asset Allocation

The long-term rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by each target asset allocation percentage and adding expected inflation. Best estimates of the arithmetic real rates of return for each major asset class included in the target asset allocation as of March 31, 2023 are summarized below:

Asset Type	Target Allocation	Long-Term Expected Real Rate
Domestic equity	32.00%	4.30%
International equity	15.00%	6.85%
Private equity	10.00%	7.50%
Real estate	9.00%	4.60%
Opportunist/Absolute Return Strategy	3.00%	5.38%
Credit	4.00%	5.43%
Real assets	3.00%	5.84%
Fixed income	23.00%	1.50%
Cash	1.00%	0.00%
	100.00%	

g. Discount Rate

The discount rate used to calculate the total pension liability was 5.9%. The discount rate projection of cash flows assumes that contributions from members will be made at the current member contribution rates and contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the System's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Note 8 - Retirement System - Continued

h. Sensitivity of the Proportionate Share of the Net Pension Liability to the Discount Rate Assumption

The following presents the City's proportionate share of the net pension liability, calculated using the discount rate of 5.9%, as well as what the City's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is one percentage point higher (6.9%) or one percentage point lower (4.9%) than the current rate:

	1% Decrease (4.9%)	Current Discount (5.9%)	1% Increase (6.9%)
City's proportionate share of the net pension liability (asset)			
ERS	$ 5,228,650	$ 2,163,665	$ (397,487)
PFRS	12,407,963	5,952,355	606,724
Total	$ 17,636,613	$ 8,116,020	$ 209,237

i. Pension Plan Fiduciary Net Position

The components of the current-year net pension liability of the employers as of March 31, 2023 were as follows (dollars in thousands):

	ERS	PFRS	Total
Employers' total pension liability	$ 232,627,259	$ 43,835,333	$ 276,462,592
Plan net position	211,183,233	38,324,863	249,508,096
Employers' net pension liability	$ 21,444,026	$ 5,510,470	$ 26,954,496
Ratio of plan net position to the employers' total pension liability	90.78%	87.43%	90.25%

Note 9 - Postemployment Benefits Other Than Pensions

In addition to providing pension benefits, the City provides certain health care benefits for retired employees through a single-employer defined benefit plan (Retiree Health Plan). The Retiree Health Plan provides for the continuation of medical insurance benefits for retirees who have reached the age of 55 and have 15 to 20 years of service (non-Police) or have 15 to 20 years of service at any age (Police), and their eligible dependents. Retirees are not required to contribute toward the cost of benefits. Eligible dependents are covered by the Retiree Health Plan and may continue participation in the Retiree Health Plan subsequent to the death of the retiree at no cost. The City contributes sufficient amounts to the Retiree Health Plan to satisfy current obligations on a pay-as-you-go basis, which is equal to the balance not paid by Retiree Health Plan members.

Note 9 - Postemployment Benefits Other Than Pensions - Continued

See Note 1c for a description of departures from U.S. GAAP relating to OPEB. Amounts included in the financial statements for the OPEB obligation of $54,513,346 and deferred outflows of resources relating to OPEB of $4,052,956 represent 2018 estimations performed using a non-U.S. GAAP methodology.

Note 10 - Contingencies

a. Pending Litigation

The City is involved in certain suits and claims arising from a variety of sources. It is the opinion of counsel and management that the liabilities that may arise from such actions would be covered by the City's insurance carrier or would not result in losses that would materially affect the financial position of the City or the results of its operations.

b. Environmental Risks

Certain facilities of the City are subject to federal, state, and local regulations relating to the discharge of materials into the environment. Compliance with these provisions has not had, nor does the City expect such compliance to have, any material effect upon the capital expenditures or financial condition of the City. The City believes that its current practices and procedures for the control and disposition of regulated waste comply with applicable federal, state, and local requirements.

c. Grants

Grants received by the City are subject to audit by certain agencies of New York State and the federal government. Such audits could possibly result in disallowances and request for return of funds. The City's administration believes that disallowances, if any, would be immaterial.

Note 11 - Accounting Pronouncements Issued But Not Yet Adopted

GASB Statement No. 101, *Compensated Absences*. This statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. The requirements of this statement are effective for fiscal years beginning after December 15, 2023 and all reporting periods thereafter.

GASB Statement No. 102, *Certain Risk Disclosures*. The objective of this statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. If a government determines that criteria for disclosure have been met for a concentration or constraint, it should disclose information in notes to financial statements in sufficient detail to enable users of financial statements to understand the nature of the circumstances disclosed and the government's vulnerability to the risk of a substantial impact. The requirements of this statement are effective for fiscal years beginning after June 15, 2024 and all reporting periods thereafter.

Note 11 - Accounting Pronouncements Issued But Not Yet Adopted - Continued

GASB Statement No. 103, *Financial Reporting Model Improvements*. This statement improves key components of the financial reporting model, including a reiteration of the Management's Discussion and Analysis requirements, description and presentation requirements for unusual or infrequent items, definitions of nonoperating revenues and expenses, major component unit presentation requirements, and the requirement that budgetary comparison information be presented as required supplementary information versus a statement. The requirements of this statement are effective for fiscal years beginning after June 15, 2025.

GASB Statement No. 104, *Disclosure of Certain Capital Assets.* This statement establishes requirements for certain types of capital assets to be disclosed separately in the capital assets note disclosures required by GASB Statement No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments.* It also establishes disclosure requirements for capital assets held for sale, including disclosures relating to debt for which the capital assets held for sale are pledged as collateral. The requirements of this statement are effective for fiscal years beginning after June 15, 2025.

Management has not estimated the extent of the potential impact, if any, of these statements on the City's financial statements.

City of Rensselaer, New York

Required Supplementary Information
Schedule of Proportionate Share of the Net Pension Liability (Asset)

ERS	2023	2022	2021	2020	2019	2018	2017	2016
City's proportion of the net pension liability (asset)	0.0100898%	0.0104463%	0.0099866%	0.0107366%	0.0100369%	0.009286%	0.008836%	0.0086716%
City's proportionate share of the net pension liability (asset)	$ 2,163,665	$ (853,944)	$ 9,944	$ 2,843,122	$ 711,145	$ 299,686	$ 830,249	$ 1,391,810
City's covered-employee payroll	$ 2,978,648	$ 2,941,872	$ 2,920,835	$ 2,899,700	$ 2,952,927	$ 2,719,536	$ 2,645,136	$ 2,350,213
City's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	72.64%	-29.03%	0.34%	98.05%	24.08%	11.02%	31.39%	59.22%
Plan fiduciary net position as a percentage of the total pension liability	90.78%	103.65%	99.95%	86.39%	96.27%	98.24%	94.70%	90.68%

PFRS	2023	2022	2021	2020	2019	2018	2017	2016
City's proportion of the net pension liability	0.1080190%	0.1165279%	0.1106052%	0.1266935%	0.1058786%	0.10935%	0.1065141%	0.1103003%
City's proportionate share of the net pension liability	$ 5,952,355	$ 661,930	$ 1,920,411	$ 6,771,687	$ 1,775,652	$ 1,105,258	$ 2,207,666	$ 3,265,757
City's covered-employee payroll	$ 4,303,827	$ 4,139,236	$ 3,978,842	$ 3,683,454	$ 3,939,975	$ 3,256,743	$ 3,186,242	$ 2,983,165
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	138.30%	15.99%	48.27%	183.84%	45.07%	33.94%	69.29%	109.47%
Plan fiduciary net position as a percentage of the total pension liability	87.43%	98.66%	95.79%	84.86%	95.09%	96.93%	93.36%	90.24%
Significant Assumptions								
The following is a summary of changes in assumptions:								
Inflation	2.90%	2.70%	2.70%	2.50%	2.50%	2.50%	2.50%	2.50%
Salary increases, Employees' Retirement System	4.40%	4.40%	4.40%	3.80%	4.20%	3.80%	3.80%	3.80%
Salary increases, Police and Fire Retirement System	6.20%	6.20%	6.20%	4.50%	5.00%	4.50%	4.50%	4.50%
Cost-of-living adjustments	1.50%	1.40%	1.40%	1.30%	1.30%	1.30%	1.30%	1.30%
Investment rate of return	5.90%	5.90%	5.90%	6.80%	7.00%	7.00%	7.00%	7.00%
Discount rate	5.90%	5.90%	5.90%	6.80%	7.00%	7.00%	7.00%	7.00%
Society of Actuaries' mortality scale	MP-2021	MP-2020	MP-2020	MP-2018	MP-2014	MP-2014	MP-2014	MP-2014

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

See Independent Auditor's Report.

City of Rensselaer, New York

Required Supplementary Information
Schedule of Pension Contributions

ERS	2023	2022	2021	2020	2019	2018	2017	2016
Contractually required contribution	$ 299,749	$ 420,243	$ 404,136	$ 394,516	$ 389,589	$ 396,164	$ 343,313	$ 389,151
Contributions in relation to the contractually required contribution	$ 299,749	$ 420,243	$ 404,136	$ 394,516	$ 389,589	$ 396,164	$ 343,313	$ 389,151
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered-employee payroll	$ 2,978,648	$ 2,941,872	$ 2,920,835	$ 2,899,700	$ 2,952,927	$ 2,719,536	$ 2,645,136	$ 2,350,213
Contribution as a percentage of covered-employee payroll	10.06%	14.28%	13.84%	13.61%	13.19%	14.57%	12.98%	16.56%

PFRS	2023	2022	2021	2020	2019	2018	2017	2016
Contractually required contribution	$ 1,116,713	$ 1,118,834	$ 977,734	$ 921,599	$ 835,820	$ 854,295	$ 704,609	$ 803,889
Contributions in relation to the contractually required contribution	$ 1,116,713	$ 1,118,834	$ 977,734	$ 921,599	$ 835,820	$ 854,295	$ 704,609	$ 803,889
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered-employee payroll	$ 4,303,827	$ 4,139,236	$ 3,978,842	$ 3,683,454	$ 3,939,975	$ 3,256,743	$ 3,186,242	$ 2,983,165
Contribution as a percentage of covered-employee payroll	25.95%	27.03%	24.57%	25.02%	21.21%	26.23%	22.11%	26.95%

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

See Independent Auditor's Report.

City of Rensselaer, New York

Supplementary Information - Combining Balance Sheet
Non-Major Governmental Funds

	July 31, 2023		
	Library	Solid Waste	Total Non-Major
ASSETS			
Cash and equivalents	$ 24,519	$ 135,562	$ 160,081
Accounts receivable	-	252,575	252,575
Due from other funds	2,665	493,810	496,475
Total assets	**$ 27,184**	**$ 881,947**	**$ 909,131**
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities			
Accounts payable	$ 3,360	$ 25,667	$ 29,027
Due to retirement system	-	9,061	9,061
Accrued expenses	2,378	(312)	2,066
Total liabilities	5,738	34,416	40,154
Deferred inflows of resources			
Unavailable revenues	-	131,004	131,004
Fund balances			
NonSpendable	-	493,810	493,810
Assigned	21,446	222,717	244,163
Total fund balances	21,446	716,527	737,973
Total liabilities, deferred inflows of resources and fund balances	**$ 27,184**	**$ 881,947**	**$ 909,131**

See Independent Auditor's Report.

City of Rensselaer, New York

Supplementary Information - Combining Statement of Revenues, Expenditures, and Changes in Fund Balances Non-Major Governmental Funds

	Year Ended July 31, 2023		
	Library	Solid Waste	Total Non-Major
REVENUES			
Departmental income	$ -	$ 838,476	$ 838,476
Use of money and property	-	1,983	1,983
Miscellaneous local sources	12,128	-	12,128
State aid	16,500	-	16,500
Total revenues	28,628	840,459	869,087
EXPENDITURES			
Culture and recreation	142,350	-	142,350
Home and community services	-	598,570	598,570
Employee benefits	8,832	177,070	185,902
Total expenditures	151,182	775,640	926,822
Excess (deficiency) of revenues over expenditures	**(122,554)**	**64,819**	**(57,735)**
OTHER FINANCING SOURCES			
Transfers in	126,700	-	126,700
Net change in fund balances	**4,146**	**64,819**	**68,965**
FUND BALANCES, ***beginning of year***	17,300	651,708	669,008
FUND BALANCES, ***end of year***	**$ 21,446**	**$ 716,527**	**$ 737,973**

See Independent Auditor's Report.

RES-26

#8

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE SERVICE AGREEMENT WITH EVERBRIDGE, INC. FOR EMERGENCY NOTIFICATION AND MASS COMMUNICATION SERVICES.

WHEREAS, the City of Rensselaer Police Department utilizes a mass communication and emergency alert system to distribute critical information, safety notices, and emergency alerts to residents and personnel; and

WHEREAS, Everbridge, Inc. provides the City of Rensselaer Police Department with these essential emergency notification system (ENS) platform capabilities under an existing contract; and

WHEREAS, the City of Rensselaer Police Department has evaluated the performance of the system and determined that it continues to efficiently meet the safety and operational requirements of the organization; and

WHEREAS, Everbridge, Inc. has provided a contract renewal proposal for an additional term of 12 months, and

WHEREAS, funds for this continued service have been allocated and are available in the approved 2026-2027 budget in an amount not to exceed $9.500 annually;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rensselaer that the Mayor is hereby authorized and directed to execute the contract renewal, subsequent amendments, or associated purchase orders on behalf of the City of Rensselaer, subject to legal review and approval as to form by the Corporation Counsel.

This Resolution shall take effect immediately upon its adoption.

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

Approved as to form and sufficiency this 16th_____ 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

DRAFT

everbridge

everbridge.com

Quotation

Quote #: Q-245617-1
Date Created: 9/8/2026
Expires On: 11/17/2026

Salesperson: Celes Stumpf
Email: celes.stumpf@everbridge.com

Bill to:
City of Rensselaer
62 Washington St.
Rensselaer NY 12144
United States

Ship to:
City of Rensselaer
62 Washington St.
Rensselaer NY 12144
United States

Bill to Contact:
Name: Warren Famiglietti
Phone: (518) 462-7451
Email: warren.famiglietti@rensselaerpolice.org

Primary Contact:
Name: John Mooney
Email: john.mooney@rensselaerpolice.org

Contract Summary Information	
Contract Period:	12 Months
Payment Term:	Net 30
Everbridge Entity:	Everbridge, Inc. - 26-2919312

Year 1: (2 Dec 2026 - 1 Dec 2027)

DESCRIPTION	QTY
Mass Notification Base	10,000
Year 1: (2 Dec 2026 - 1 Dec 2027) TOTAL:	USD 9,500.00

Pricing Summary:

	Annual Fees	One-Time Fees	Year Total
Year 1	USD 9,500.00	USD 0.00	USD 9,500.00

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	1,500,000	0	1,500,000

Quote Terms:

1. This Quote is governed by the Master Services Agreement, including any amendments, executed between the relevant Everbridge entity and the customer listed above; or the Everbridge standard subscription terms and conditions as accepted by customer through a previous purchase. Customer accepts this by signing the Quote or issuing a purchase order that references this Quote or the services in this Quote.
2. Subject to sales taxes where applicable.
3. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Master Services Agreement or the Everbridge standard subscription terms and conditions.

Please, Sign, Date and Return:

Signature: **Date:**

Name (Print): **Title:**

Please, Sign, Date and Return:

Signature: **Date:**

Name (Print): **Title:**

Everbridge, Inc.
Corporate Headquarters: 8300 Boone Blvd, Suite 800
Vienna,VA 22182
(818) 230-9700
THANK YOU FOR YOUR BUSINESS!

Everbridge Mass Notification Base for State and Local Government

Overview

Everbridge Mass Notification Base for SLG allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting, adaptive people, and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options.

Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage

- Unlimited email notifications
- Unlimited Everbridge mobile app push notifications
- SMS, Voic, Fax, conference calls, TTY communications and notifications are subject to the Everbridge Credit Based Usage Policy.
- Our service transmits messages through various channels using standard protocols. Messaging services like email, voice calls, and SMS may experience delays or undelivered messages due to third parties, often chosen by you or the recipient (e.g., busy signal, carrier network issues, or dead battery). We cannot guarantee delivery and advise against relying solely on one messaging channel for important communications.
- Your plan includes unlimited push notifications via our app, email, or pager and a yearly allotment of "Message Credits" for other delivery channels that carry per-message or variable third-party costs (such as SMS). Your Solution Quote lists your included Message Credits. You can monitor usage in the Client Portal. If you exceed your included Message Credits, overage charges may apply. You can purchase additional Message Credits to increase your yearly allotment at any time. Because delivery costs vary by different factors such as channel and destination, different messages may use credits at different rates. Message Credits are further described in the Messaging Credit Guide available in the Client Portal.

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Core Platform Access

- Unlimited Users for web-based portal to initiate messages, reporting, and administration
- Unlimited Users for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site
- Three (3) Organization with unlimited nested static and dynamic groups
- One (1) Contact Data Location per organization in the United States, Germany, Canada, or the United
- Kingdom
- Access to Incident Management
- Access to Incident Chat for responders to coordinate and collaborate

Key features

- SMPP based True SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- 4 Everbridge basic conference bridge codes
- 4 Smart Conference bridge lines
- Public Incident Zone – Alert residents through Everbridge Mobile App on their entry into the impacted area Mobile app check-in functionality that allows users to provide their geo location
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications History, Everbridge Universe, and Custom Reporting
- Notification escalation to automatically send a notification to the next person or group if there is no confirmation
- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Everbridge Network to access situational intelligence & notifications shared by other public and private groups
- Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
- Publish notification to Social Media
- Publish notifications to Audio Bulletin Board for contacts to retrieve the audio message at their convenience
- Access to IPAWS for authorized agencies –Only available in US region
- **IPAWS Authorization.** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge

immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

- **Credentials.** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
- **Messaging.** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
- **Term.** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- Real-time reporting for improved situational awareness and easier after-action analysis
- Unlimited Mass Notification and Incident Templates
- Self-Service Contact Record Management, Contact Import via CSV Upload and via Contact API Basic
- International Support
    - Globally Local Calling for faster communications using local/regional message initiation
    - Dynamic Caller ID to customize caller IDs with local number per country or broadcast
    - International Long and Short Codes for SMS delivery

Set-up, Implementation & Support

- Up to 10 remote hours of support via a dedicated Implementation Specialist to be used within 60 days of contract signing. These 10 hours are inclusive of web-based training, system testing, and administrative set-up. Your Implementation Specialist will also deliver your EB Suite system with best-practice recommended settings configured.
- Initial Contact Data Upload and Test Broadcast Support

- 5 Live Operator Message Initiations per year
- Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- To enable our customer support teams to more effectively solve our customers' support-related issues by providing analytics, suggesting guidance, and improving our knowledge base, as well as allow customers access to our knowledge base through a chat feature. Access to support tickets is needed for the feature to operate, except for the chat feature where no support ticket or other customer data is required.
- Global Support/Operations Centers for Redundant Live Support

For more information about the policies that apply to our Services and how you use them, refer to our Policy Page https://www.everbridge.com/company-policies. You will obtain all requisite permissions or consents to support your use. For more information on the accreditations, certifications and operational practices relevant to the Service(s) you have purchased from us, refer to trust.everbridge.com.

RES 26-

#9

Motion By: COUNCIL AS A WHOLE

Seconded By: _____

RESOLUTION AUTHORIZING SALE OF CITY PROPERTY AFTER ONLINE AUCTION BY CITY TREASURER

WHEREAS, after completion of in rem tax foreclosure proceedings, the City Treasurer was authorized by the City Council to conduct an online auction sale of the applicable parcels;

WHEREAS, such auction sale was conducted on ;

WHEREAS, a list of properties sold with successful bid amounts and bidder information is attached hereto for approval by the Common Council, and good cause appearing therefore;

BE IT RESOLVED, that the City Treasurer is hereby authorized to execute all necessary documents so as to convey the aforementioned properties to the successful bidders or, if necessary, the back-up bidders, for the amounts indicated on the attached list, subject to the terms and conditions of the Auction sale specifications.

Passed by the following vote of Council

Members with voting recorded as follows:

Approved as to form and sufficiency
this 16th day of September, 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				

Lot 1: 57 JOHN ST, Rensselaer, SBL: 144.37-5-12	**Bidder Name**
	Olympiaombrea LLC - Ahlloyia Dillon
	Surujdai Mukhram
	Ahmed Chavez Martinez
Lot 4: 935 SECOND ST, Rensselaer, SBL: 144.37-10-7	Daniel Robert Charles
	Ahmed Chavez Martinez
	Yuzhou Jin

A5

	A	B		C
1	**Lot 1: 57 JOHN ST. Rensselaer. SBL: 144.37-5-12**	**Bidder Name**	**Bid Price**	
2		Olympiaombrea LLC - Ahlloyia Dillon	$	42,000.00
3		Surujdai Mukhram	$	41,000.00
4		Ahmed Chavez Martinez	$	29,000.00
5				
6	**Lot 4: 935 SECOND ST. Rensselaer. SBL: 144.37-10-7**	Daniel Robert Charles	$	5,000.00
7		Ahmed Chavez Martinez	$	4,000.00
8		Yuzhou Jin	$	3,000.00
9				
10				
11				
12				
13				
14				
15				
16				

D E F G H

PAYMENT DATE
08/27/2026

COLLECTION STATION
Counter

RECEIVED FROM
ENRIQUE OSORIO

DESCRIPTION
AUCTION 57 JOHN ST

City of Rensselaer, New York

BATCH NO.
2027-01000055

RECEIPT NO.
2027-00000597

CASHIER
treasurer1

ENTRY DATE
08/27/2026 02:34:16 PM

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
In REM Sales	In REM Sales 57 JOHN ST	$38,163.50

Payments:

Type	Detail	Amount
Check	1052051	$38,163.50

Total Cash	**$0.00**
Total Check	**$38,163.50**
Total Charge	**$0.00**
Total Wire	**$0.00**
Total Other	**$0.00**
Total Remitted	**$38,163.50**
Change	**$0.00**
Total Received	**$38,163.50**

Total Amount: **$38,163.50**

Customer Copy

PAYMENT DATE
08/31/2026

COLLECTION STATION
Counter

RECEIVED FROM
DANIEL ROBERTS
CHARLES

DESCRIPTION
935 SECOND ST

City of Rensselaer, New York

BATCH NO.
2027-01000061

RECEIPT NO.
2027-00000688

CASHIER
Dominique Bailey

ENTRY DATE
08/31/2026 01:40:47 PM

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
In REM Sales	In REM Sales	$4,715.50

Payments:

Type	Detail	Amount
Cash		$4,720.00
Cash		($4.50)

Total Cash	**$4,720.00**
Total Check	**$0.00**
Total Charge	**$0.00**
Total Wire	**$0.00**
Total Other	**$0.00**
Total Remitted	**$4,720.00**
Change	**($4.50)**
Total Received	**$4,715.50**

Total Amount: **$4,715.50**

Customer Copy

#10

By Alderperson Council As A Whole

Seconded by: _____

RESOLUTION AUTHORIZING AN AGREEMENT WITH CATALIS FOR USE AS A COMPREHENSIVE AND SECURE PAYMENT PLATFORM

WHEREAS, Catalis provides a comprehensive and secure payment platform; and

WHEREAS, the use of Catlis' payment software will result in a savings for citizens who utilize the online payment platform, for example:

- PCI Level 1, Online payment website at a low 2.39% ($1.79 min) by comparison community members are currently paying higher rates at 2.50% ($2.00 minimum)
- Free – POS Counter weblink at a low 2.35% ($1.79 min) by comparison community members are currently paying higher rates at 2.50% ($2.00 minimum)
- Free – Online e-Check payments at a low $1.25 per item by comparison, community members currently pay $1.50 per e-Check
- Free - Bilingual IVR 2.35% ($1.79 min) by comparison community members pay 2.50% ($2.00 minimum)
- Free customer support, free set up, free maintenance
- qqFour (4) – Free Ingenico Lane 3500 Terminals – scaled up, cloud based, security that accept paypal/venmo, all credit card types, P2PE (point to point encrypted) - googlepay, applepay, tap, chip, swipe and mobile wallet injected
- NO more annual $99.00 MID Fee per Department – the City currently pays that for each department. Free
- NO more $15 Chargeback/Return fees, today the City pays for these fees. No charge for chargebacks or returns. Free.

WHEREAS, the City is interested in entering into a service contract with Catalis for the use of a comprehensive and secure payment platform;

NOW, THEREFORE BE IT RESOLVED, that the Mayor is hereby authorized to enter into a contract with Catalis to provide a comprehensive and secure payment platform.

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				

Approved as to form and sufficiency this 16th day of September 2026

_____
Corporation Counsel

Approved by:

_____
Mayor

Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

No.: 006Ph00000IIPJUIA4
Order Form Date: 2/12/2025

ORDER FORM

CUSTOMER INFORMATION

Customer:	City of Rensselaer NY	Phone:	518-462-4266
Primary Contact:	Michael A. Mizener, michael.mizener@rensselaerny.gov	Address:	62 Washington Street, Rensselaer NY 12144
System Administrator:	Michael A. Mizener		
Billing Contact:	Michael A. Mizener	ACH:	☒
Billing Email:	michael.mizener@rensselaerny.gov	PO Required:	☐ PO No.: _____
Billing Phone:	518-462-4266	Tax Exempt:	☐

Catalis Representative: Larry Crook, larry.crook@catalisgov.com, 413-362-4242

TERM

Subscription Start Date: August 1, 2026 ~~April 1, 2026~~

The Subscription Start Date is the date the Software will be provisioned to the System Administrator. The Initial Term of the Subscription shall begin on the Subscription Start Date and will continue for five (5) years ("Initial Term"). Upon completion of the Initial Term, the Order Form shall automatically be renewed for a subsequent annual twelve (12) month term(s).

BILLING SUMMARY

1. Payment Processing Fees shall be processed upon the Subscription Start Date.
2. Invoices shall be due and payable within thirty (30) calendar days following invoice by Catalis.

PRICING

Pricing below is valid through June 1, ~~April~~ 1, 2031. Pricing is subject to change after this date.

1. Payment Processing Fees

1.1. E-Payment System

In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees ("Convenience Fees") and/or Merchant will be billed applicable fees ("Merchant Absorbed Fees") associated with payment transactions marked (☒) as follows:

Payment Channel	Transaction Type	Fee Structure*	Merchant Absorbed
☒ **Online** (via web or mobile device)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express ☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover	For each transaction, the higher of: **2.39%** per transaction or **$1.75** minimum fee per transaction	☐

	☒ **PayPal / PayPal Credit / Venmo** ☒ **E-Check / ACH**	**$1.00** per transaction	☒
☒ **Counter** (in-office via PCI compliant, EMV ready card readers)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express ☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover	For each transaction, the higher of: **2.35%**per transaction or **$1.75** minimum fee per transaction	☒
	☒ **E-Check / ACH**	**$1.00** per transaction	☒
☐ **Call Center** (via live, bilingual call center agent)	☐ **Credit Cards** ☐ Visa ☐ Mastercard ☐ Discover ☐ American Express ☐ **Debit Cards** ☐ Visa ☐ Mastercard ☐ Discover	For each transaction, the higher of: **7.00%** per transaction or **$2.95** minimum fee per transaction	☐
	☐ **E-Check / ACH**	**$2.95** per transaction	☐
☒ **IVR** (via automated phone system)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express ☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover	For each transaction, the higher of: **2.35%** per transaction or **$1.75** minimum fee per transaction	☒
	☒ **E-Check / ACH**	**$1.00** per transaction	☒
☒ **Cash** (at participating locations)	☒ **Cash**	**$1.95** per transaction	☒

*Fee structure includes indemnified transaction processing for credit and debit transactions.

1.2. E-Payment Implementation Services

Only the services marked (☒) will be implemented. Fees will be waived if Merchant implements E-Payment System within six (6) months:

Implementation Service	Fee Recurrence	Fee
☒ **E-Payment System Deployment & Program Implementation**	One-time	~~$10,000.00~~ Waived
☒ **IVR Implementation**	One-time	~~$2,000.00~~ Waived
☐ **Web Services or API Implementation**	One-time	~~$5,000.00~~ Waived
☐ **File Integration**	One-time	~~$1,000.00~~ Waived
☒ **Support & Training** 2 hours (web based)	Per hour	~~$150.00~~ Waived
☐ **Custom Development/Professional Services** 0 hours	Per hour ($225)	**$0**

☒ **POS Terminals** 4 terminals	Per unit	~~$1,050.00 $350.00~~ Waived

TERMS AND CONDITIONS

The Agreement contains the following, listed in order of appearance:

This Order Form
Payment Processing Terms and Conditions with Sub-Merchant Agreement
Schedule A: Payment Processing Services Scope of Work

In the occurrence of a conflict between any of the above with one another, this Order Form shall control.

General Notes:

1. Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
2. The Parties agree to keep all aspects of this agreement confidential to the extent permitted by law.
3. Order Form line items represent estimates based upon initial evaluation of project complexity and duration. The actual time to complete the scope of work may vary. The Pricing listed above is estimated based on the information available to Catalis at the time of the making of this Order Form.
4. Following adoption of this Order Form, changes to the Statement of Work must be memorialized with a written Amendment or Work Order, without regard to whether the change affects costs, and must be approved in writing by Catalis and the Customer. If the changes impact cost, an estimate of the cost impact shall be included. Any cost for future Professional Services, customizations, modifications, or integrations shall be provided at the Catalis standard hourly services rate. The Statement of Work shall be subject to the terms of this Agreement.

ACCEPTANCE

By signing below, signatories represent that they are validly authorized to enter into this Order Form and accept their terms and conditions. The Order Form is dated effective and shall be considered binding upon execution ("Effective Date") by and between both parties.

City of Rensselaer NY:

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

Catalis Payments, LLC:

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

PAYMENT PROCESSING TERMS & CONDTIONS WITH MERCHANT AGREEMENT

1. Payment Processing Terms & Conditions

Introduction
This Payment Processing Service Agreement ("Agreement") governs the use of the Provider's services by a Merchant. By executing a Statement of Work ("SOW") that references this Agreement, or by starting to use Provider's Services, the Merchant agrees to the terms of this Agreement.

E-PAYMENT SYSTEM
Subject to the terms of this Agreement, during the Term, Provider will process electronic payments to Merchant ("Payments") from Merchant's taxpayers, citizens and/or customers ("Customers") via an electronic payment system that is provided by Provider and is described in more detail in the SOW (the "E-Payment System"). Merchant will promptly provide Provider with information reasonably required by Provider in order to promptly and accurately perform the services contemplated by this Agreement.

Payment Date.
The date the Payment is posted is the date the Customer manually transmits the Payment to the E-Payment System or the date an agreed automatic Payment is initiated, whichever is applicable (the "Payment Date"). The Payment Date will be deemed the date the Payment is made for all purposes, including any late fees, if any, that Merchant may charge to such Customer. Provider will remit to Merchant all Payments paid via the E-Payment System no later than two (2) business days, excluding bank holidays, following the Payment Date. Provider cannot control Merchant's financial institution's funds availability or posting policies.

Chargebacks.
Merchant will promptly investigate all Chargebacks (as defined by the Rules of the applicable Payment Network) with the assistance of Provider. Merchant is responsible for the amounts of all Chargebacks, deposit errors, refunds, and unfulfilled products and services ("Disputed Amounts"). Provider is responsible for the third-party fees and penalties levied by a Payment Network in respect of the investigation and resolution of a Chargeback ("Chargeback Resolution Fees"). Provider may, in its discretion, debit Merchant's account in respect of Disputed Amounts or bill Merchant for the amount of such Disputed Amounts.

Fraud.
Provider may, in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate, and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems.

Indemnified Payments.
Chargebacks and Fraud Sections notwithstanding, for payment types marked as Indemnified in the SOW, Provider will promptly investigate all Chargebacks (as defined by the Rules of the applicable Payment Network) with the assistance of Merchant. Provider will be liable for Chargeback liability derived from Payments processed by Provider; provided, however, that (a) the Payment was made via credit card, debit card, PayPal, or Venmo; and (b) Provider may, in in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems; and (c) Merchant, will promptly, from time to time, deliver to Provider all agreements, documents and data and perform all such acts and deeds that Provider requests from (or of) Merchant for the purpose of resolving a Chargeback; and (d) Merchant will reimburse Provider in respect to fraud, deposit errors and/or duplicative payments.

Modification of E-Payment System.

Provider may modify the features and functionality of the E-Payment System at any time and from time to time; provided, however, that Provider will not modify the E-Payment System in a manner that would significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Merchant of any such modification.

Fees.
In consideration for the provision of the E-Payment System, Customers will pay to Provider, in respect of each Payment, the Convenience Fees that are detailed in the SOW and Merchant, if applicable, will pay to Provider the Merchant Absorbed Fees and/or other fees set forth in the SOW. Provider will pay the charges levied by the Payment Networks for processing Payments, including interchange fees, assessments, authorization fees, risk fees, transmission fees and similar fees ("Transaction Fees") and for Chargeback Resolution Fees. If federal and/or state statutes or Payment Network Rule changes impact the ability to impose the Convenience Fees and/or Merchant Absorbed Fees, or if the Payment Network(s) notify either party of changes required to the Convenience Fees and/or Merchant Absorbed Fees, the parties agree to amend the Convenience Fees and/or Merchant Absorbed Fees to comply with such statutes and rule changes. The Convenience Fees and/or Merchant Absorbed Fees are calculated based on the assumptions that the total number of payments and the total payment amount collected each month from the use of non-consumer credit and debit cards shall be under 5% of the respective total per month and that the combined cost of Third Party Fees is less than 60% of the Convenience Fees and/or Merchant Absorbed Fees charged by Provider for a given transaction type (e.g., tax payment) and/or payment method (e.g., Visa credit) (collectively, the "Fee Assumptions"). Provider may amend the SOW, upon prior written notice to Merchant, if a Fee Assumption is not accurate or if such change is required due to changes in the Rules. "Payment Network" means a group of credit/debit card issuer banks, debit networks and other method providers, including, without limitation, PayPal Commerce, Visa U.S.A., Inc., MasterCard International, Inc., American Express, Discover, and the NYCE, Pulse, Star, and Interlink debit networks. "Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Networks. "Third Party Fees" means all taxes imposed by any governmental entity and Transaction Fees.

Reporting.
Provider will provide its standard daily transaction reports; provided, however, that Provider may provide custom transaction reports to Merchant for an additional monthly fee upon Merchant's request.

Routing; Transaction Processing.
Provider may, in its sole discretion, route Payments through any eligible network, including but not limited to debit networks, and/or process Convenience Fees as a single transaction (Convenience Fee plus Payment) or as separate transactions.

GENERAL
Operating Regulations.
Merchant agrees that the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations") are incorporated by reference into this Agreement and that nothing in this Agreement shall be construed to interfere with or lessen the right of Processor, Member Bank, or the Associations to terminate the Provider Merchant Agreement at any time. "Associations" as used in the Agreement shall mean Mastercard International Inc. ("Mastercard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities. In the event of a conflict between this Agreement and the Operating Regulations, the Operating Regulations will control. "Member Bank" as used in this Agreement shall mean a member of VISA, Mastercard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement.

Merchant Obligations.
Merchant acknowledges and agrees:
1. it is responsible for the actions of its employees and agents;
2. it will comply with all applicable laws and regulations and all applicable parts of the Operating Regulations; including those parts regarding the ownership and use of an Association's mark including but not limited to names, logos, trade

names, logotypes, trademarks, service marks, trade designations, and other designations, symbols ("Association Marks");

3. Provider or an Association is authorized to research Merchant's background including, but not limited to, credit background checks, banking relationships, and its financial history;
4. notwithstanding any provisions in the agreement to the contrary, information obtained in connection with Merchant's application or processing relationship may be shared with Association for any legitimate purpose;
5. it will notify Provider of any third party that will have access to cardholder data;
6. it will comply with, and will contractually require its suppliers and agents to comply with, the provisions of the Cardholder Information Security Program (CISP) and PCI DSS, or other security program as required by an Association and demonstration compliance with these security obligations; and
7. Associations may conduct, or direct another party to conduct, an audit of Merchant at any time, and Merchant much comply in all material respects with such audit until its completion.
8. In the event that more than $1,000,000 in Visa transactions and/or $1,000,000 in MasterCard transactions (or such other amount provided by the Operating Regulations) ("Benchmark Amount") is processed through and on behalf of Merchant in any 12-month period, Merchant will automatically be deemed to have accepted, and will be bound by, the "Merchant Services Agreement for Sub-Merchants" with Provider's designated merchant acquirer ("Acquirer") which is set forth in the Merchant Services Agreement for Sub-Merchants, the terms of which will be independently enforceable by Acquirer.

Merchant represents and warrants that it will not:

1. discriminate against Cards or Issuers (e.g. limited acceptance options) except in full compliance with the Operating Regulations;
2. intermingle fees associated with an Associations' transactions with fees associated with other Card transactions in its pricing;
3. submit any transaction to Provider that was previously charged back and subsequently returned to the Merchant, irrespective of Cardholder approval;
4. knowingly submit any transaction that is illegal or that the Merchant should have known was illegal. Merchant acknowledges that such transaction must be legal in both Cardholder's and Merchant's jurisdiction;
5. submit a transaction that it knows, or should have known is either fraudulent or not authorized by the Cardholder;
6. require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, Card expiration date, signature, or any other Card account data in plain view when mailed, nor request a Card Verification Value 2 ("CVV2") for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Operating Regulations or this Agreement, including CVV2;
7. add a surcharge to transactions, except as expressly permitted by, and in full compliance with, the Operating Regulations;
8. charge a minimum or maximum amount for a transaction unless expressly authorized by, and in full compliance with, the Operating Regulations;
9. disburse funds in the form of cash unless Merchant is participating in full compliance with a program supported by an Association for such cash disbursements and in full compliance with the Operating Regulations;
10. submit a transaction that does not result from an act between the Cardholder and the Merchant;
11. accept a Card issued by a U.S. Issuer to collect or refinance an existing debt, unless expressly authorized by, and in full compliance with, Operating Regulations;
12. request or use a Card account number for any purpose other than as payment for its goods or services; and
13. add any tax to transactions, unless applicable law expressly requires that a Merchant be permitted to impose a tax. In such event, any tax amount, if allowed, must be included in the transaction amount and not collected separately.
14. If applicable, Merchant will provide Provider with a copy of its annual PCI Attestation of Compliance (AOC) and/or PCI Self-Assessment Questionnaire (SAQ) (as applicable based on PCI DSS qualifications) annually.

American Express.

1. If Merchant chooses to accept American Express, then Merchant agrees to the terms and conditions set forth below.
2. Processing Restrictions. Merchant is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

3. Third Party Beneficiary Rights.
   - Merchant confers on American Express the beneficiary rights, but not obligations, to the Agreement and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.
   - Merchant warrants that it does not hold third party beneficiary rights to any agreements between Provider and American Express and at no time will attempt to enforce any such agreements against American Express.
4. American Express Liability. MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.
5. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide

PayPal.

If Merchant chooses to accept PayPal, then Merchant authorizes and directs Provider to:

1. establish a PayPal account for and on behalf of Merchant ("Merchant's PayPal Account");
2. authorize and direct PayPal to deposit Payments from Customers to Merchant via PayPal ("PayPal Payments") into the Merchant's PayPal Account;
3. authorize and direct PayPal to link Merchant's PayPal Account to Merchant's bank account described below ("Merchant's Bank Account");
4. authorize and direct PayPal to regularly sweep funds from the Merchant's PayPal Account to Merchant's Bank Account; and
5. administer and manage the Merchant's PayPal Account, including receipt of any PayPal notices in connection with each account.

Provider believes that, pursuant to its contract with PayPal as outlined above, Provider does not receive, transfer and/or transmit funds. Rather, funds flow from Customers to PayPal, and then from PayPal to Merchant.
If, however, any governmental entity asserts that Provider does receive, transfer and/or transmit funds, then:

1. Merchant hereby appoints Provider as its lawful agent to receive and process PayPal Payments; and
2. Merchant acknowledges and agrees that, with respect to the payor, payment to Provider constitutes delivery of such payment to Merchant; and, as such, Merchant will not hold the Customer responsible for Provider's failure to deliver payment, but rather Merchant will seek redress only from Provider.

Exclusivity.

Merchant will not accept credit card or other Electronic Payments through a similar E-Payment System for Payments from Customers for the services listed in the SOW hereto other than through Provider without the prior written consent of Provider.

Compliance with Law.

Each party will comply, at such party's own expense, with all laws, policies, guidelines, regulations, ordinances, orders, and rules of all governmental authorities and/or regulatory bodies having jurisdiction over such party and/or the subject matter of this Agreement, including, without limitation, the rules promulgated by the Credit Card Payment Networks, the Payment Card Industry (PCI) Data Security Standard, Visa Cardholder Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), and the Federal Trade Commission. Provider shall comply with applicable laws and regulations governing electronic check processing, check conversion, and/or the initiation of preauthorized electronic debit entries, including but not limited to the Electronic Fund Transfer Act of 1978, Federal Reserve Regulation E, the Electronic Signatures in Global and National Commerce Act, and all FTC and NACHA rules and regulations. Merchant may be responsible for any fines and/or penalties related to ACH notifications of change (NOC) and/or electronic check return cancellations that are not remedied in accordance with the NACHA Rules.

Nondisclosure.

Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as

confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is required by law to be disclosed (including public right-to-know laws), which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, or is rightfully obtained from a third party that has the right to disclose it. All Confidential Information will remain the property of the disclosing party.

Privacy and Security.
Merchant is solely responsible for the security of data residing on servers owned or operated by Merchant and all third parties (other than Provider) designated by Merchant (e.g., a Web hosting Merchant, processor and other service providers), and for data transmitted to Provider. Merchant will not use, disclose, sell, and/or disseminate any cardholder information obtained in connection with a Payment (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing, and settling a Payment and resolving any Chargebacks, retrieval requests, or similar issues involving a Payment, other than pursuant to a court or governmental agency request, subpoena, or order. Merchant will use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints. Merchant agrees that it will comply with all Provider security protocols and security advisories in effect during the Term. Merchant is responsible for verifying the accuracy and completeness of all Payments submitted and processed by Provider associated with Merchant's account and verifying that all corresponding funds are accurately processed.

System Breach.
Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Merchant system is breached, or is suspected of having been breached, and an unauthorized third party has access to or has accessed end-user data or Payment data, Merchant will notify Provider promptly of such breach and will take such precautions as may be necessary to prevent such breaches from occurring in the future.

Specific Prohibitions.
Notwithstanding anything contrary in this Agreement, Merchant will not:

1. rent, lease, assign, sublicense, transfer, distribute, allow access to, and/or time share the E-Payment System to or with any third party;
2. disassemble, decompile, decrypt, extract, reverse engineer and/or modify the E-Payment System, or otherwise apply any procedure or process to the E-Payment System in order to ascertain, derive, and/or appropriate for any reason or purpose the source code or source listings for the E-Payment System or any algorithm, process, procedure, or other information contained in the E-Payment System;
3. distribute, facilitate, enable or allow access or linking to the E-Payment System in any manner deemed by Provider in its sole and absolute discretion to be objectionable or harmful to the business and/or reputation of Provider and/or for any unlawful, illegal, pornographic, and/or injurious purpose;
4. make any use of the E-Payment System that impairs the functionality of the E-Payment System;
5. make use of the E-Payment System in any way, other than in accordance with this Agreement or as otherwise instructed by Provider in writing;
6. use the E-Payment System, either directly or indirectly, to develop any product or service that competes with the products and/or services provided by Provider;
7. make any copies of the E-Payment System;
8. circumvent or attempt to circumvent any applicable security measures of the E-Payment System;
9. attempt to access or actually access portions of any Provider systems and/or software not authorized for Merchant's use; and/or
10. use the E-Payment System in any manner, or in furtherance of any activity that may cause Provider to be subject to investigation, prosecution, and/or legal action.

Intellectual Property.
Provider represents that it owns, licenses or has the right to use and will retain during the Term all proprietary rights in and to the E-Payment System and related materials that Provider may use in connection with implementation and operation of

the E-Payment System. Merchant acknowledges that, as between Merchant and Provider, Provider owns, licenses and/or has the right to use, all right, title and interest, including without limitation any and all rights existing under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights in and to all of the intellectual property developed, owned, used and/or licensed by Provider in connection with its performance under this Agreement, including the E-Payment System (the "Provider IP") and that Merchant will not acquire any right, title, or interest in or to the Provider IP, including the E-Payment System. There are no implied licenses granted under this Agreement, and any rights not expressly granted to Merchant hereunder are reserved by Provider. Merchant will not take any action inconsistent with Provider's property rights in and to the E-Payment System, and/or any other intellectual property right of Provider.

Terminals.
Merchant acknowledges and agrees that Provider may provide Merchant point of sale terminals solely for the purpose of permitting Customers to initiate Payments via the E-Payment System. Upon receipt, this hardware becomes the sole and exclusive property of the Merchant. Provider will facilitate processing of any warranty claims on the provided devices during the manufacturers' warranty period. Following the expiration of the manufacturers' warranty, Provider will subsidize proportions of the replacement cost of any defective or damaged device at 100%

Change Control Process.
The Parties agree to use the Provider organizational standard change process "Change Control Process" for all changes requested by Merchant and agreed to by Provider. Provider may, in its sole discretion, change, modify and/or update the Change Control Process at any time provided that Provider provides at least ten days prior notice to Merchant.

Billing Terms.
All pricing is contained in the SOW and any Amendments or Addendums that may be executed by the Parties. The proposed pricing model may contain no transaction related or recurring costs for the Merchant and could result in Merchant incurring no charges during a billing cycle. Provider will send Merchant a monthly invoice for any charges incurred. The invoices will include detail for volumes and the number of transactions processed.
Merchant shall pay invoices within thirty (30) days of issue. Invoices not paid within this period shall be charged interest which compounds daily. The interest rate shall be the lower of 18% simple interest, or the highest amount allowable under applicable law. This interest shall accrue from the issue date and shall continue until invoice is paid in full.
Merchant is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Provider) and other fees or assessments incurred as a result of the use of the E-Payment System by Merchant.
Customer Terms & Conditions.
As part of the E-Payment System, the Customer will agree to the E-Payment System terms and conditions ("Disclaimer Language"). Provider may, in its sole discretion, change, modify and/or update the Disclaimer Language at any time provided that Provider provides at least ten days prior notice to Merchant.

DISCLAIMER OF WARRANTIES

AVAILABILITY.
PROVIDER MAKES NO WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE WORLD WIDE WEB OR TELEPHONE LINES, THE INTERNET AND OTHER GLOBALLY LINKED COMPUTER NETWORKS, OR THE WEBSITES ESTABLISHED THEREON INCLUDING THE E-PAYMENT SYSTEM, WILL BE UNINTERRUPTED OR ERROR FREE AND PROVIDER WILL IN NO WAY BE LIABLE TO MERCHANT OR CUSTOMER DUE TO ANY DISRUPTION OF PROVIDER'S E-PAYMENT SYSTEM OR NON-AVAILABILITY OF THE E-PAYMENT SYSTEM DURING WHICH CUSTOMERS ARE UNABLE TO ACCESS OR USE THE E-PAYMENT SYSTEM DUE TO A CONFIRMED PROBLEM THEREIN.

THIRD PARTY PRODUCTS.

MERCHANT UNDERSTANDS AND AGREES THAT PROVIDER MAY USE THIRD PARTY PRODUCTS IN CONNECTION WITH THE E-PAYMENT SYSTEM OFFERED HEREUNDER. THESE PRODUCTS MAY INCLUDE FIREWALL SECURITY, WEB SERVER SOFTWARE AND ENCRYPTION SOFTWARE. PROVIDER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE OF SUCH THIRD-PARTY SOFTWARE, SPECIFICALLY INCLUDING ANY WARRANTY THAT PERFORMANCE WILL BE UNINTERRUPTED OR ERROR-FREE.

NO IMPLIED WARRANTIES.
EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER PROVIDER NOR ANY THIRD PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE E-PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

NO CONSEQUENTIAL DAMAGES.
IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY THAT WOULD OTHERWISE HAVE BEEN LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY.
IN NO EVENT WILL PROVIDER'S LIABILITY EXCEED THE CONVENIENCE FEES PAID TO PROVIDER UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM).

INDEMNIFICATION.
Provider shall hold harmless, indemnify, and defend Merchant, and all of its officers, employees, and/or officials from any and all liability, actions, claims, losses, damages, or other costs of whatsoever nature that may be asserted by any THIRD PARTY arising from or in connection with the collection of payments by credit or debit card or through internet transactions pursuant to the terms of this Agreement.

TERMINATION.

Termination for Cause.
Either party may terminate this Agreement at any time upon written notice to the other party as a result of any of the following events:

1. any noncompliance with this Agreement which is not cured within thirty (30) days of notice thereof from the other party (except that no cure period is allowed for termination based on fraud); and/or
2. any voluntary or involuntary bankruptcy or insolvency proceeding involving the other party.

Additionally, Provider may terminate this Agreement, upon thirty (30) days' notice to Merchant, if Provider determines in its sole discretion that it is no longer economically prudent for Provider to absorb liability for Chargebacks.

Effect of Termination.
Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts due and owing to the other party prior to such termination, including, without limitation any amounts owing in respect of Disputed Amounts.

Survival.
The following Sections will survive any termination or expiration of this Agreement: General, Disclaimer of Warranties, No Consequential Damages, Limitation of Liability, Indemnification, & Miscellaneous.

MISCELLANEOUS.

Promotion of Services.

Merchant will promote the use by Customers of the E-Payment System by, including, but not limited to, publishing relevant URL(s) and telephone numbers for the E-Payment System on the Merchant's home page, billing notices and promotional materials and distributing point of sale materials. All published materials referencing Provider or the E-Payment System will be approved for accuracy by Provider prior to publishing.

Governing Law; Waiver of Jury Trial.
This Agreement will be governed by and construed in accordance with the laws of the State of Georgia without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought exclusively in Fulton County, Alpharetta, Georgia. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

Binding Upon Successors and Permitted Assigns.
This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by a party without the other party's prior written consent, which consent will not be unreasonably withheld, and any attempted assignment or transfer without such consent is void; provided, however, that each party may, without the consent of the other party, assign this Agreement (and its rights hereunder) in connection with any reorganization, consolidation, merger, sale of stock, sale of substantially all assets and/or similar type of transaction(s), if the successor in interest to such assigning party assumes the obligations of the assigning party under this Agreement in writing, is properly licensed to conduct the business contemplated hereunder, and otherwise agrees to be bound by all of the terms of this Agreement.

Relationship of Parties.
The relationship of Provider to Merchant under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency relationship between Merchant and Provider, nor will this Agreement be deemed to constitute a joint venture or partnership between Merchant and Provider.

Limited Agent.
Notwithstanding anything to the contrary in this Agreement, Merchant hereby appoints Provider as its lawful agent to receive and process Payments and acknowledges and agrees that: (a) a Customer payment to Provider constitutes delivery of such payment to Merchant; and (b) Merchant will not hold Customer responsible for Provider's failure to deliver payment, but rather Merchant will seek redress only from Provider.

Publicity.
Neither Party will issue any press release or public announcement or make any public disclosure regarding the relationship between the Parties without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the prior restriction, Catalis may list Customer as a user of the Services on its website and other promotional materials after the acceptance of the Services.

Notices.
All notices required or permitted under the Agreement will be in writing and sent to the other party at the address specified on the signature page below or to such other address as either party may substitute from time to time by written notice to the other and will be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail, or personal or courier delivery to such address.

Captions and Headings.
The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

Waiver.
No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

Severability.
If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

Publicity.
The parties agree that they will not use the other party's name, trademark or service mark, or the existence of the contractual relationship in any press release, marketing, promotional, advertising, or any other materials without the other party's prior written consent.

Amendment and Changes.
This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated, or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

Force Majeure.
Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this clause will affect or excuse a party's liabilities and obligations for Disputed Amounts.

Entire Agreement.
This Agreement, including the SOW and Merchant Services Agreement for Sub-Merchants, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

Facsimile Signature and Counterparts.
An SOW or Amendment to this Agreement may be executed by exchange of signature pages by facsimile, e-mail and in any number of counterparts, each of which will be an original as against any party whose signature appears thereon and all of which together will constitute one and the same instrument.

2. Sub-Merchant Agreement

Introduction
This Merchant Services Agreement for Sub-Merchants ("Sub-MSA") is made among WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and Merchant in connection with the agreement between Merchant and Provider. Acquirer will provide Merchant (heretofore "Sub-merchant") with certain payment processing services ("Services") in accordance with the terms of this Sub-MSA. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with Mastercard International Inc. ("Mastercard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Sub-MSA, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider (heretofore "Provider") to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein. In consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

Certain Sub-merchant Responsibilities
Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures,

including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, Mastercard, and Discover websites for a copy of the Visa, Mastercard and Discover regulations. The websites are: https://usa. visa.com/support/small¬business/regulations-fees.html and http://www.mastercard.com/us/merchant/ and http://www.discovernetwork.com/merchants/. Sub¬merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the USA PATRIOT Act, the Bank Secrecy Act, the Federal Trade Commission and obligations imposed by the US Treasury's Office of Foreign Assets Control (OFAC). For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and Mastercard card types (i.e., consumer credit, consumer debit, and commercial cards) and Sub-merchant must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.
Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sale made by Sub-merchant to cardholders. and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand.

Sub-merchant Prohibitions
Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (Any tax amount, if allowed, must be included in the transaction amount and not collected separately); iii) request or use an account number for any purpose other than as payment for its goods or services; iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant; v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, Travel Money cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, Travel Money cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service; vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval; vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt; viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable; or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

Settlement

Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a card holder disputes a transaction, if a transaction is charge.cl back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

Term and Termination

This Sub-MSA shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Sub-MSA shall begin, and the terms of the Sub-MSA shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Sub-MSA by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant. Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Sub-MSA without notice if (i) Sub¬merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer detem1ines Sub-merchant poses a financial or regulatory risk to Acquirer, Member Bank, or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association de-registers Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by Member Bank or any of the Associations.

Limits of Liability

Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Sub-MSA, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS SUB-MSA, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Sub-MSA . In the event that Sub-merchant has any claim arising in connection with the Services, rights, or obligations defined in this Sub-MSA , Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub¬merchant with respect to this Sub-MSA or the Services. Sub-merchant acknowledges Acquirer is only providing this Sub-MSA to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Sub-MSA and Acquirer elects to provide those services directly, Sub¬merchant acknowledges and agrees that the provisions of this Sub-MSA will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant upon request, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Sub-MSA, Acquirer will cease to provide such services after receipt of notice from Provider and this Sub-MSA will govern Acquirer's relationship with Sub-merchant.

Miscellaneous

This Sub-MSA is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Sub-MSA may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Sub-MSA shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Sub-MSA is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Sub-merchant shall not disclose any Acquirer

confidential information to any person or entity (other than to those employees or agents of Sub-merchant who participate directly in the performance of this Sub-MSA and need access to such information, or in response to a valid subpoena, court order, or Association requirement.) Acquirer may amend this Sub-MSA upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Sub-MSA is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Sub-MSA will be construed as if such provision is not contained in the Sub-MSA . "Member Bank" as used in this Sub-MSA shall mean a member of VISA, Mastercard and/or Discover, as applicable, that provides sponsorship services in connection with this Sub-MSA. As of the commencement of this Sub-MSA , Member Bank shall be Fifth Third Bank, N. A., located in Cincinnati, OH, 45263. The Member Bank is a party to this Sub-MSA. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

SCHEDULE A: PAYMENT PROCESSING SERVICES SCOPE OF WORK

Services

Payment Services provided under this Agreement shall apply to the entire City of Rensselaer NY Departments listed below:

- Treasurer
- Clerks (Vitals)
- Utility (Solid Waste, Sewer, Water)
- Permits
- Building
- Code Enforcement
- Police
- Library
- Miscellaneous

Strategy

After the contracting process has ended, Catalis (hereafter in this Schedule the "Provider") will build and maintain payment channel(s), as defined below, to allow City of Rensselaer NY (hereafter in this Schedule the "Merchant") to securely accept, validate, and track payment data from its Customers. Where Web E-Payment System is in scope, an initial test site will be built to load all data received from Merchant and optional Integration with a Third-party Vendor. On this test site, Provider will build logic and business rules to govern the hosted data. If integrated, once the web services have been properly built, tested, and reviewed, Provider will establish Merchant Identification credentials. Web services and Merchant Identification credentials will be applied and integrated into the hosted site and data backed payments will be tested. Once the payments are tested, Provider will initiate training for all Merchant personnel, done remotely. Upon successful training, the hosted website will be moved into a production environment and undergo a subsequent round of testing. After testing and validation of the data, Merchant will direct Provider to launch the site.

The date of System launch (*"Go-Live"*) will be targeted during an implementation kickoff call with all relevant stakeholders. The successful completion of this Statement of Work is dependent on Merchant reviewing test content, data, and functionality in a timely manner, and providing an appropriate level of operational and strategic engagement to participate in training, deploy the solution into production environments, and follow through with the responsibilities listed below.

Scope

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Merchant will make resources available to assist Provider in the timely launch of the payment processing program. The provider cannot be held accountable for unreasonable Merchant delays and may choose to delay the implementation should Merchant not be able to provide appropriate resources. If the system does not launch within twelve (12) months of signature date due to Merchant delays, the full implementation fee will become due. Otherwise, there is no cost for the implementation or services provided unless specified herein.

   Payments are deposited daily into a custodial account and transferred by ACH electronic transfer to Merchant daily. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by Provider.
2. **E-Payment System Utilization**
   - 2.1. Merchant will make Provider's Services available to its Customers through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Merchant's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Merchant's general IVR/Phone system and d) other channels deemed appropriate by the Merchant.
   - 2.2. Provider shall provide the Merchant with logos, graphics, and other marketing materials for use in its communication with its Customers regarding the payment services provided by Provider. Both parties agree that

Provider will be presented as the primary payment method option. Merchant will communicate the Provider payment Service option to its Customers wherever the Merchant generally communicates its other payment methods.

2.3. Payments types shall be processed through the payment channels defined in this SOW as marked (☒):

- ☒ Tax
- ☒ Utilities
- ☐ Court Fees & Fines
- ☒ Licenses
- ☒ Parks & Recreation
- ☐ Child Support
- ☒ Miscellaneous

3. **Provider Deliverables**: Provider shall deliver the following, included as marked (☒):

3.1. ☒ Web E-Payment System

3.1.1. Provider shall build, host, and maintain Merchant-specific website(s) for Merchant (if applicable). The provider will purchase a URL and provide it once available.

3.1.2. Provider will provide a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.

3.1.3. System will collect and transmit payment information for authorization and settlement.

3.1.4. System will provide method of transferring transaction data back to Merchant.

3.1.5. For non-integrated systems, upon notification of an over- or under-payment of any fine amount, Provider will refund an overpayment or notify the Customer via automated email of their under-payment and the remaining amount due.

3.1.6. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Merchant processes the payment.

3.2. ☒ Counter E-Payment System

3.2.1. Provider shall deliver and configure 4 EMV device(s).

3.2.2. Provider shall deliver an administrator portal for counter payments.

3.2.3. Provider shall remotely upgrade EMV devices as appropriate.

3.2.4. Provider shall provide one (1) remote, web-based training session covering setup and use of EMV devices.

3.3. ☐ Phone / Call Center E-Payment System

3.3.1. Provider shall provide a toll-free telephonic customer service function to ensure that Customers utilizing the Program have a satisfactory experience that does not require the technological assistance of Merchant personnel.

3.4. ☒ IVR - E-Payment System

3.4.1. IVR solution shall be hosted and maintained by Provider.

3.4.2. Provider shall configure call scripts according to industry best practices.

3.4.3. IVR functionality shall only include search/retrieval and payment processing of Case payments in full.

3.5. ☒ Text and Email Payment System

3.5.1. Provider will deliver functionality to allow Customers to set up text (SMS) and/or email payment and notification preferences through their E-Payment System profile. Customers will be required to (i) have a valid payment method stored within their profile and (ii) verify their cell phone number prior to completing registration.

3.6. ☒ eCheck/ACH E-Payment System

3.6.1. Provider will configure web E-Payment System to accept eCheck/ACH Payments.

3.7. ☐ Integrations

3.7.1. Provider will create/maintain an integration with selected Third-Party Vendor. System integration Statement of Work will be provided.

3.8. ☒ E-Payment System Training

3.8.1. The provider will provide support and training to Merchant personnel via live, web-based session(s). A training schedule will be shared during implementation.

4. **Merchant's Responsibilities**: For Provider to provide the Services outlined in this SOW, the Merchant shall deliver the following, included as marked (☒):
   - 4.1. ☒ General
     - 4.1.1. Provide ACH forms required for the remittance of funds (if applicable).
     - 4.1.2. Provide a list of charges in an electronic format and updates within forty-eight (48) hours of a change (if applicable).
     - 4.1.3. Provide a payment schedule in an electronic format (if applicable).
     - 4.1.4. Attend client care calls as requested.
     - 4.1.5. Notify Provider of changes to any state, county, or municipal mandates or laws.
     - 4.1.6. Revoke system access of terminated Merchant employees at time of termination.
   - 4.2. ☒ Web E-Payment System
     - 4.2.1. For the duration of this SOW, Merchant will maintain an active link connecting the Merchant website and the Provider payment portal in a prominent and mutually agreed location on the Merchant website.
   - 4.3. ☒ Counter E-Payment System
     - 4.3.1. Merchant will keep all point-of-sale terminals in good order and repair except for normal wear and tear in the ordinary course of business.
   - 4.4. ☐ Integrations
     - 4.4.1. The Merchant, via their selected Third-Party Vendor system, will update the Provider's payment program on a near real-time basis, with data on all open and payable records from the Merchant's server. Upon exchange of the data, the information may be accessed, and payment made by the Customer. Third-Party Vendor integration Statement of Work will be provided.

RES-

#11

By Alderperson : COUNCIL AS A WHOLE

Seconded by Alderperson :

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF ALBANY FOR THE PLANNING AND IMPLEMENTATION OF ENVIRONMENTAL CONSIDERATION, ECOLOGICAL RESTORATION AND ECOSYSTEM-BASED ADAPTION (EBA) SOLUTIONS IN THE COMMUNITY

WHEREAS, in 2014 the Sierra Club Hudson Mohawk Group (HMG) received a $250,000 grant to address air quality issues in the City of Rensselaer from the owners of a natural gas-fired power plant as part of the plant's state approval; and

WHEREAS, HMG still has approximately $50,000.00 of those funds remaining and would like to use those funds to plant approximately 150 trees within the City of Rensselaer; and

WHEREAS, HMG has connected with The University at Albany Institute for Transformational and Ecosystem-based Climate Adaptation (ITECA) an entity experienced with this type of project to help facilitate this project.

WHEREAS, SUNY-Albany with support from local community partners, was awarded $5 million in federal funding under the Inflation Reduction Act through the US Department of Agriculture Forest Service-Urban and Community Forest Program to establish ITECA and collaboratively implement the Urban Café Day initiative in and for disadvantaged communities over five years especially through urban street tree planting over five years from 2024 through 2029; and

WHEREAS, SUNY-Albany through ITECA, and affiliated faculty, staff and other academic centers, brings expertise in environmental conservation, ecological restoration, and climate change science and social science; climate change adaption planning, assessment and implementation of government environmental conservation, ecological restoration and climate change policies and actions by providing knowledge, expertise, research, services and skilled labor, especially through implementation of environmental conservation, ecological restoration and ecosystem-based adaption (EbA) and nature-based climate solutions; and

RES-

WHEREAS, the City of Rensselaer declare that it is to their mutual advantage to collaborate to engage in planning and implementation of environmental consideration, ecological restoration and ecosystem-based adaption (EbA) solutions in the community;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of Rensselaer is hereby authorized to enter into an Agreement with the University at Albany for the purpose of collaborating in planning and implementation of environmental consideration, ecological restoration and ecosystem-based adaption (EbA) solutions in the community, the Agreement to conform substantially with the Memorandum of Agreement attached hereto, subject to review and revision by Corporation Counsel with such terms, conditions, and provisions as Corporation Counsel may require for the protection of the City and the public.

Approved as to form and sufficiency

this _16th 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

DRAFT

This Agreement made by and between the City of Rensselaer, having its principal place of business located at 62 Washington Street, Rensselaer, New York 12144 and the State University of New York, an educational corporation organized and existing under the laws of the State of New York, having its principal place of business located at H. Carl McCall SUNY Building, 353 Broadway, Albany, New York, 12246, hereinafter referred to as "State University" for and on behalf of the University at Albany, SUNY having its principal place of business located at 1400 Washington Avenue, Albany, New York 12222, hereinafter referred to as the "SUNY-UAlbany."

W I T N E S S E T H:

WHEREAS, *the City of Rensselaer, has a need for collaborative partnerships to advance community Environmental and Planning Initiatives that improve the quality of the natural environment and human health and enhance many environmental and climate resilience benefits for the community; and*

WHEREAS, *the City of Rensselaer desires to build upon a long history of City planning, environmental protection, and sustainability initiatives; and*

WHEREAS, *the City of Rensselaer has developed and adopted a Comprehensive Plan that establishes the City's long-term vision for responsible growth, neighborhood improvement, natural resource protection, sustainability, and quality of life; and*

WHEREAS, *the City of Rensselaer has developed and adopted an Open Space Plan that identifies opportunities to preserve, improve, and connect parks, open spaces, natural areas, and recreational resources throughout the City; and*

WHEREAS, *the City of Rensselaer has developed and adopted a Natural Resources Inventory (NRI) that documents the City's natural resources and environmentally sensitive areas, providing a foundation for informed land-use planning, conservation, and environmental protection; and*

WHEREAS, *the City of Rensselaer has developed and adopted a Brownfield Opportunity Area (BOA) Study that examines environmentally impacted and underutilized properties and identifies opportunities for remediation, redevelopment, revitalization, and improved environmental conditions; and*

WHEREAS, *the City of Rensselaer has developed and adopted a Stream Overlay Protection with regulatory protections for environmentally sensitive streams and associated areas to protect water quality, natural habitats, biodiversity, and riparian resources while guiding responsible development; and*

WHEREAS, *the City of Rensselaer has developed and adopted a CSO2 Separation Project that pursues improvements to its sewer infrastructure to reduce combined sewer overflows, improve water quality, and protect the Hudson River and surrounding waterways; and*

WHEREAS, *the City of Rensselaer has developed and adopted an EPA Brownfield Assessment Programs using federally-awarded funding to identify, assess, and advance the remediation and redevelopment of brownfield properties, supporting environmental restoration and productive reuse; and*

WHEREAS, *the City of Rensselaer has developed and adopted a Downtown Revitalization Initiative (DRI) using State-awarded funding to incorporate improvements to public spaces, recreation, infrastructure, and community amenities that support a more sustainable, attractive, and resilient downtown and waterfront community; and*

WHEREAS, *the City of Rensselaer is developing an East Street Corridor and Transit-Oriented Development Planning initiative focused on improving connectivity, walkability, access to transit, public spaces, and sustainable redevelopment along the East Street corridor and around the Amtrak Rail Station; and*

WHEREAS, *the City of Rensselaer is developing Urban Forestry and Tree Planting Initiatives to expand and improve its urban tree canopy as a means of enhancing public spaces, improving stormwater management, providing shade and cooling, supporting biodiversity, improving air quality, and increasing climate resilienc e benefits to the community; and*

WHEREAS, *SUNY-UAlbany, with support from local community partners, was awarded $5 million in federal funding under the Inflation Reduction Act through the US Department of Agriculture Forest Service - Urban an Community Forest Program to establish the Institute for Transformational and Ecosystem-based Climate Adaptation (hereinafter referred to as "ITECA") and collaboratively implement the Urban Café Day initiative in and for disadvantaged communities over five years especially through urban street tree planting over five years from 2024 through 2029; and*

WHEREAS, *the primary purpose of ITECA is to support collaborative governance efforts by working in partnership with local governments, nonprofit organizations, other community organizations and volunteers to support the implementation of government environmental conservation, ecological restoration and climate change policies and actions by providing knowledge, expertise, research, services and skilled labor, especially through implementation of environmental conservation, ecological restoration and ecosystem-based adaptation (EbA) and nature-based climate solutions; and*

WHEREAS, *SUNY-UAlbany, through ITECA, and affiliated faculty, staff and other academic centers, brings expertise in environmental conservation, ecological restoration and climate change science and social science; climate change adaptation planning, assessment and implementation; ecosystem-based adaptation, including climate forestry and green infrastructure; skilled student labor; community capacity building for disadvantaged communities; and capacity to educate and train students and youth in the fields of environmental conservation, ecological restoration and nature-based climate solutions professions, including entrepreneurship training for enhancing the local bioeconomy; and*

WHEREAS, i*n 2014 the Sierra Club Hudson Mohawk Group (HMG) received a $250,000 grant to address air quality issues in the City of Rensselaer from the owners of a natural gas-fired power plant as part of the plant's state approval and HMG and has contracted with SUNY-UAlbany ITECA to use $50,000.00 of those funds to plant 150 trees within the City of Rensselaer; and*

WHEREAS, *the City of Rensselaer and SUNY-UAlbany declare that it is to their mutual advantage to collaborate to engage in planning and implementation of environmental conservation, ecological restoration and ecosystem-based adaptation (EbA) solutions in the community.*

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth the parties hereto agree as follows:

1. *The term of this agreement shall commence on September 30, 2026 and shall continue through the period ending August 31, 2036.*

2. *The City of Rensselaer shall require planning and implementation products and services for environmental conservation, ecological restoration and nature-based climate solutions.*

3. *SUNY-UAlbany, through ITECA, shall provide planning and implementation products and services for environmental conservation, ecological restoration and nature-based climate solutions.*

4. *Where grant funding has been secured by SUNY-UAlbany for these purposes, SUNY-UAlbany, through ITECA, shall provide planning and implementation products and services at no cost to the City of Rensselaer.*
5. *Where funding has been secured by the City of Rensselaer to procure planning and implementation products and services for these purposes, the City of Rensselaer shall enter into one or more supplemental fee-for-service work orders, including a project scope of work, deliverables, dates, budget, invoicing and payment conditions, and other explicit conditions, that serve as addenda to this agreement,.*

6. *This agreement may be amended upon mutual written consent of the parties.*

7. *This agreement may be terminated by either party upon 60 days written notice to the other party.*

8. *This agreement shall be interpreted according to the laws of the State of New York. The City of Rensselaer shall comply with all laws, rules, orders, regulations and requirements of federal, state, and municipal governments applicable thereto including the provisions contained in the rider attached hereto as Exhibit A.*

9. *Any notice to either party hereunder must be in writing, signed by the party giving it, and shall be served either personally or by mail addressed as follows:*

TO THE UNIVERSITY AT ALBANY:	*TO THE CITY OF RENSSELAER:*
Gerard Marino, Controller *University at Albany, SUNY* *1400 Washington Avenue* *Albany, New York 12222*	*62 Washington Street,* *Rensselaer, New York 12144*

or to such addresses as may be hereafter designated by notice. All notices become effective only when received by the addressee.

10. *Point of contacts for the implementation of this agreement and creation and implementation of all supplemental work orders are as follows:*

UNIVERSITY AT ALBANY:	*CITY OF RENSSELAER:*
Riobart E. Breen, Director *ITECA* *University at Albany, PH024* *1400 Washington Avenue* *Albany, New York 12222* *(518) 442-4682* *rbreen@albany.edu*	*62 Washington Street,* *Rensselaer, New York 12144* *(518)*

11. *This agreement, with any addenda of supplemental fee-for-service work orders, constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.*

12. *A waiver of enforcement of any provision of this agreement by the University shall not constitute a waiver by the University of any other provision of this agreement, nor shall it preclude the University from subsequently enforcing such provision thereafter.*

13. *The University reserves the right to terminate this contract in the event it is found that the certification filed by the City of Rensselaer in accordance with New York State Finance Law Section §139-j, as amended, and §139-k, as amended, was intentionally false or intentionally incomplete. Upon such finding, the University*

may exercise its termination right by providing written notification to the City of Rensselaer in accordance with the written notification terms of the contract.

14. *The University reserves the right to terminate this contract in the event it is found that the certificate(s) filed by the City of Rensselaer in accordance with the Tax Laws of 2004, Chapter 60, Part N, was false or incomplete.*

15. *The City of Rensselaer shall indemnify, defend and hold harmless University, its trustees, officers, agents and employees, of, from and against any suits, actions, damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities and costs arising out of negligence, loss, destructive, error, wrongful acts or omissions of the City of Rensselaer, its officers, employees or agents. The City of Rensselaer shall remain liable for direct damages that are due to its negligence. The University shall not be liable upon any cause of action brought against the City of Rensselaer as a result of the City of Rensselaer's performance in compliance with this contract.*
16. *The University shall indemnify, defend and hold harmless, the City of Rensselaer, its trustees, officers, agents and employees, from and against any suits, actions, damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities and costs arising out of negligence, loss, destructive, error, wrongful acts or omissions of the University, its officers, employees or agents. The University shall remain liable for direct damages that are due to its negligence. The City of Rensselaer shall not be liable upon any cause of action brought against the University as a result of ITECA's performance in compliance with this contract.*

17. *Section 163 of NYS Finance Law requires that all contract awards and subsequent renewals be made only to responsive and responsible vendors. Certification of vendor responsibility is subject to approval of the New York State Office of the State Comptroller.*

18. *The University, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the City of Rensselaer. In the event of such suspension, the City of Rensselaer will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the University issues a written notice authorizing a resumption of performance under the Contract.*

19. *The City of Rensselaer agrees to comply with the provisions of the Iran Divestment Act, (Chapter 1of the Laws of 2012 amending NYS Finance Law §165-a). By execution of this agreement, the City of Rensselaer certifies that it is not on the Prohibited Entities List (http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf) established by the NYS Office of General Services and further certifies that it will not contract with any subcontractor on the list as they pertain to this agreement. The University reserves the right to terminate this agreement, at any time, should the University receive information to the contrary.*

20. *The City of Rensselaer agrees to comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the City of Rensselaer's agents, officers, employees or subcontractors.*

21. *In the event of a conflict between terms of this agreement and its attachments the following order of precedence will apply: Exhibit A; Exhibit A-1; Amendments to the Agreement; The Agreement; The Supplemental Work Orders with the City of Rensselaer's Terms and Conditions. Each should be identified with a letter (i.e. Exhibit C, Exhibit R, etc.)*

22. *The City of Rensselaer and the University shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.*

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

City of Rensselaer Certification:
I certify that all information provided to the University at Albany, SUNY is complete, true and accurate with regard to any prior non-responsibility determinations within the past four years based upon (i) impermissible contacts or other violations of State Finance Law §139-j, as amended, and §139-k, as amended, or (ii) the intentional provisions of false or incomplete information to the University at Albany, SUNY.

By: _____ *Date:* _____

Name: _____ *Title:* _____

DRAFT

University at Albany Certification:
In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

*By:*_____ *Date:*_____
Dean, Vice President, Chair (Name Typed Here)

DRAFT

*By:*_____ *Date:*_____
Gerard Marino, Controller

Approved as to Form

Date _____
Eliot Spitzer
Attorney General

DRAFT

By: _____
Assistant Attorney General

Approved and Filed

Date: _____
Thomas P. DiNapoli
State Comptroller

By: _____
For the Comptroller

RES-26-

#12

COUNCIL AS A WHOLE

By Alderperson : _____

Seconded by Alderperson : _____

A RESOLUTION AUTHORIZING THE CITY TREASURER TO REFUND DAN TERRY FOR THE COST OF A RELEVY RELATED TO A PROPERTY LOCATED AT 20 ELM STREET

WHEREAS, Dan Terry is the owner of 20 Elm Street, in the City of Rensselaer; and

WHEREAS, Section 175-3 of the City of Rensselaer Code establishes a $250 re-levy fee for unpaid water bills; and

WHEREAS, the City erred in sending the water bill for 20 Elm Street to the wrong address, resulting in Mr. Terry not receiving said bill in a timely manner; and

WHEREAS, Mr. Terry has paid the full amount of the water bill, including the re-levy fee for 20 Elm Street.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council authorizes the City Treasurer to reimburse Mr. Dan Terry the sum of Two Fifty Dollars ($250.00) for the re-levy fee.

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				

SO APPROVED!

Approved as to form and sufficiency this 16th day of September 2026

_____

Corporation Counsel

_____

Mayor

RES 26-

#13

By Alderperson: **Council as a Whole**

Seconded by Alderperson:

A RESOLUTION AUTHORIZING THE CLOSING OF HERRICK STREET BETWEEN ELM STREET AND LAWRENCE STREET FOR THE INSTALLATION MASS AND RECEPTION IN HONOR OF THE NEW PASTOR AT ST. JOHN THE EVANGELIST AND ST. JOSEPH'S CHURCH ON OCTOBER 1, 2026 FROM 5:00 PM-9:00 PM.

WHEREAS, the Church of St. John the Evangelist in Rensselaer, New York. together with the Church of St. Joseph, founded in 1916, make up the Parish of St. John the Evangelist and St. Joseph.; and

WHEREAS, on October 1, 2026, the Parish of St. John the Evangelist and St. Joseph's Church will host an installation mass and reception , for its new parish priest, Fr. Stephen Yusko,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer shall close Herrick Street between Elm Street and Lawrence Street for an installation mass and reception in honor of the new pastor at St. John the Evangelist and St. Joseph's Church from 5:00 PM to 9:00 PM on October 1, 2026; and

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 DPW shall post appropriate signage in the vicinity of the above Event concerning same.

Katterman	☐ Aye	☐ No	☐ Abstain	☐ Absent
Hover	☐ Aye	☐ No	☐ Abstain	☐ Absent
[illegible]	☐ Aye	☐ [illegible]	☐ [illegible]	☐ Absent
[illegible]	☐ Aye	☐ [illegible]	☐ [illegible]	☐ Absent
[illegible]	☐ Aye	☐ [illegible]	☐ [illegible]	☐ Absent
[illegible]	☐ Aye	☐ [illegible]	☐ [illegible]	☐ Absent
[illegible]	☐ [illegible]	☐ [illegible]	☐ [illegible]	☐ Absent
[illegible]	[illegible]	[illegible]	[illegible]	Absent
[illegible]				

Approved as to form and sufficiency

This 16th day of September, 2026

Corporation Counsel

Mayor

#14

RES 26-

By Alderperson: _____

Seconded by: _____

A RESOLUTION AUTHORIZING THE USE AND CONTROL OF THE NORTH END FIRE HOUSE FOR A CAR WASH FUNDRAISER FOR THE RENSSELAER HIGH SCHOOL SENIOR CLASS ON SEPTEMBER 19, 2026

WHEREAS, the Rensselaer High School Senior class is desirous of using the North End Firehouse to host a Car Wash Fundraiser on September 19, 2026, and

WHEREAS, it has been the custom of this City to permit such use of the North End Firehouse to such not for profit community organizations to promote community spirit,

NOW, THEREFORE, BE IT RESOLVED, that the Rensselaer High School Senior Class be granted use of the North End Firehouse on September 19, 2026 for a Car Wash Fundraiser.

Approved as to form and sufficiency
this ____ 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				

RES 26-

By Alderperson

Seconded by:

COUNCIL AS A WHOLE

_____

#15

A RESOLUTION AUTHORIZING THE USE AND CONTROL OF THE NORTH END FIRE HOUSE FOR A HAUNTED HOUSE ON OCTOBER 31, 2026

WHEREAS, the Barie's Mortuary and Cugino's Pizzeria are desirous of using the North End Firehouse to host a Haunted House on October 31, 2026, and

WHEREAS, it has been the custom of this City to permit such use of the North End Firehouse to such not for profit community organizations to promote community spirit,

NOW, THEREFORE, BE IT RESOLVED, that Barie's Mortuary and Cugino's Pizzeria be granted use of the North End Firehouse on October 31, 2026 for a Haunted House, and

BE IT FURTHER RESOLVED, that such permission is conditioned upon the delivery of a Ce1iificate of Insurance to the Corporation Counsel of the City of Rensselaer, and evidencing liability coverage in an amount of not less than One Million Dollars ($1,000,000.00), and specifically indemnifying the City on account of the activities planned.

Approved as to form and sufficiency
this ____ day of September 2026

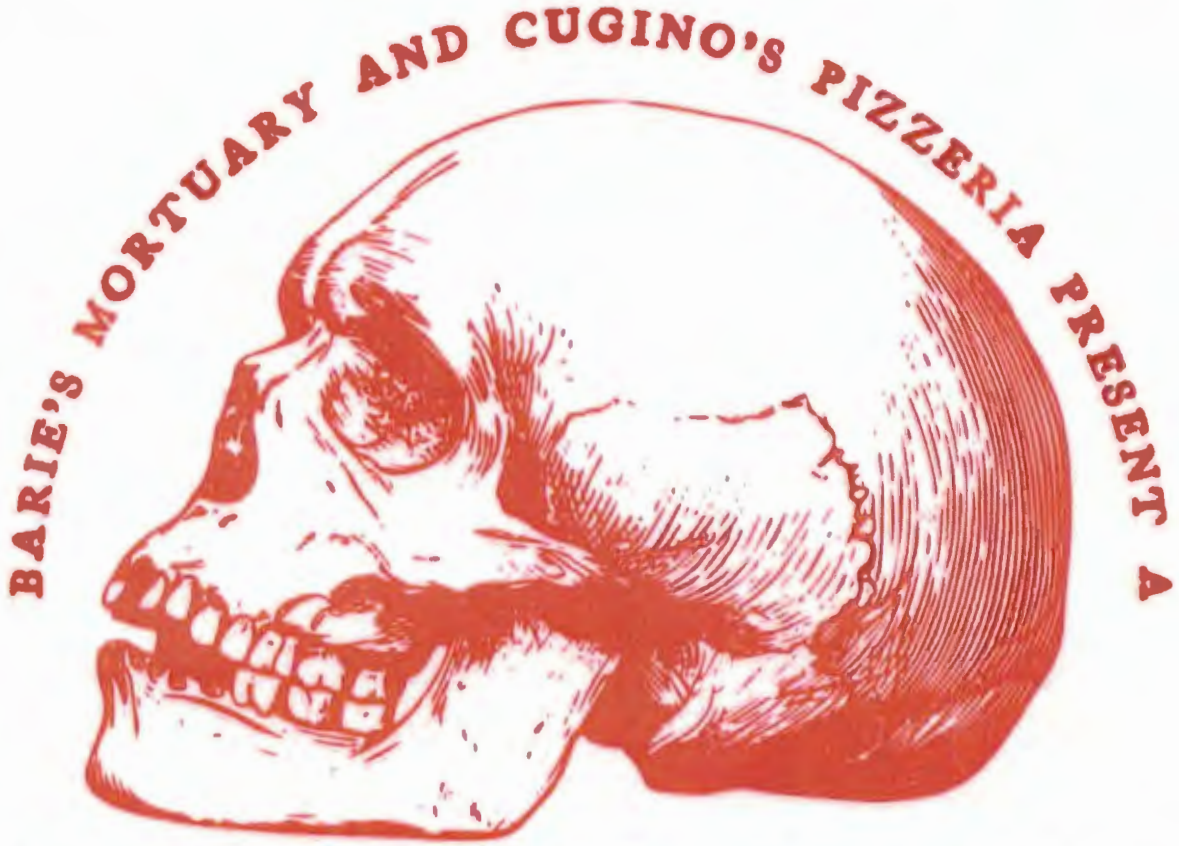
_____
Corporation Counsel

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				

Find us on Facebook for a sneak peak of past years: Barie's Mortuary Home Haunt



HAUNTED HOUSE

For One Night Only

AT THE NORTH END FIREHOUSE

4:00-6:00 PM
WALKTHROUGH
NO ACTORS

31ST
October

6:00-9:00PM
FULL HAUNTED
HOUSE WITH
ACTORS

ADMISSION:
WALKTHROUGH PRICE: $1 FOR ALL

HAUNTED HOUSE PRICE: $5 FOR ADULTS
$1 FOR CHILDREN 16 AND UNDER

(NOT RECOMMENDED FOR CHILDREN UNDER 8)

Find Cugino's on Facebook: Cugino's Pizzeria - Albany, Rensselaer, E. Greenbush, N. Greenbush

RES-26

#16

By Alderperson : **COUNCIL AS A WHOLE**

Seconded by Alderperson : _____

A RESOLUTION TO APPROVE PROPOSED LOCAL LAW NO. 10 OF 2026 AS TO FORM AND SUBSTANCE AFTER PUBLIC HEARING THEREON

WHEREAS, the City of Rensselaer Common Council seeks to add a new Section 179.23.5, titled Stream Protection Overlay (SPO) District; and

WHEREAS, the Common Council has reviewed proposed Local Law No. 10 of the year 2026, and

WHEREAS, such Local Law appears appropriate as to form and substance, and a Public Hearing having been conducted thereon,

NOW, THEREFORE, BE IT, RESOLVED, that proposed Local Law No. 10 of the year 2026 is hereby approved as to form and substance, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to file a certified copy of such Local Law with the Office of the New York State Secretary of State.

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

CITY OF RENSSELAER
PROPOSED LOCAL LAW
Edited 9/11/2026

BE IT ENACTED by the Common Council of the City of Rensselaer as follows:

SECTION 1. TITLE

This Local Law shall be entitled "A Local Law Establishing a Stream Protection Overlay District"

SECTION 2. AUTHORITY AND SUPERSESSION

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.

SECTION 3. ENACTMENT OF STREAM PROTECTION OVERLAY DISTRICT

The Code of the City of Rensselaer is hereby amended by adding section____, to read as follows:

§ 179-__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.

(4) For nonconforming residential structures in the SPO District, if the structure experiences damage, the SPO District standards shall not restrict reconstruction, as long as the nonconformity with SPO standards is not increased.

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.

SECTION 4. SEVERABILITY

If any part or provision of this local law of 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 of 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.

SECTION 5. EFFECTIVE DATE

This law shall become effective immediately upon being filed in the office of the Secretary of State.

RES-

#17

By Alderperson: COUNCIL AS A WHOLE

Seconded by Alderperson:

A RESOLUTION AUTHORIZING THE USE OF RIVERFRONT PARK ON SATURDAY SEPTEMBER 21, 2026 AT 6:00 PM FOR A CANDLELIGHT VIGIL FOR BRENT REED, WHOSE LIFE WAS TRAGICALLY TAKEN ONE YEAR AGO

WHEREAS, one year ago, 32 year old City resident Brent Reed's life was tragically taken; and

WHEREAS, Lewis Oliver, owner of Cugino's Pizzeria, seeks to honor and remember the life and legacy of Brent Reed, by hosting a candlelight vigil in memory of Brent on September 21, 2026 at 6:00 PM at Riverfront Park;

NOW, THEREFORE, BE RESOLVED, that Lewis Oliver and Cugino's Pizzeria be granted use of Riverfront Park on September 21, 2026 for a candle light vigil, and

Approved as to form and sufficiency

this _____ day of _____, 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				