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
NOVEMBER 18, 2026

1. A RESOLUTION AMENDING THE 2026-2027 BUDGET-WATER DEPT.

2. A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A STRENGTHENING ESSENTIAL CYBERSECURITY (SECURE) PROGRAM GRANT AND AUTHORIZING PARTICIPATION IN A JOINT CYBERSECURITY ASSESSMENT WITH THE TOWN OF EAST GREENBUSH AND AUTHORIZING THE MAYOR TO EXECUTE GRANT AGREEMENT

3. A RESOLUTION AMENDING THE 2026-2027 BUDGET-FIRE DEPT.

4. A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CREIGHTON MANNING FOR WASTEWATER CAPACITY AND GROWTH IMPACT ASSESSMENT

5. A RESOLUTION AUTHORIZING AGREEMENT BETWEEN RFD AND NY OCFS REGARDING PRIVATE HYDRANT TESTING

6. A RESOLUTION AMENDING THE ADOPTED 2026-2027 BUDGET RELATIVE TO THE HOMETOWN HOLIDAY IN THE CITY FUND

7. A RESOLUTION AUTHORIZING CLOSING OF WASHINGTON STREET FROM THIRD AVE TO SECOND AVE FOR THE HOMETOWN HOLIDAY EVENT

8. A RESOLUTION IN SUPPORT OF BATH ON THE HUDSON HISTORIC PRESERVATION INC. AND THEIR EFFORTS TO ACQUIRE FUNDING TO REHAB HISTORIC STRUCTURES IN THE HISTORIC BATH ON THE HUDSON VILLAGE OF RENSSELAER.

9. A RESOLUTION AUTHORIZING MUNICIPAL INSURANCE POLICIES RENEWAL

10. A RESOLUTION OVERRIDING THE MAYORS VETO OF RESOLUTION #14 FROM THE NOVEMBER 4, 2026 COMMON COUNCIL MEETING

11. A RESOLUTION APPROVING AND ENDORSING AN APPLICATION TO THE NYS DEC HUDSON RIVER ESTUARY MANAGEMENT PROJECT FOR GRANT FUNDING TO DESIGN FORBES AVE. DOCK AND ACCESSIBILITY IMPROVEMENTS

12. A RESOLUTION APPROVING TAX PAYMENT PLAN AND CONDITIONS AGREEMENT

13. A RESOLUTION AUTHORIZING REFUND OF RELEVY AND LATE FEES FOR 134 SECOND AVE.

14. A RESOLUTION AUTHORIZING USE OF NORTH FIRE STATION FOR ANNUAL TOY DRIVE AND PARADE

15. A REOLUTION AMENDING THE 2026-2027 BUDGET-FIRE DEPT.

RES 26-

#1

By Alderperson: **Council as a Whole**

Seconded by Alderperson: _____

A RESOLUTION AMENDING THE 2026-2027 BUDGET – WATER DEPARTMENT

WHEREAS, it has been determined that it is reasonable and appropriate to fund a current city employee from sewer fund budget appropriations as opposed to the water fund, and

WHEREAS, this change will have no net effect on spending levels, 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
G.8120.7260	Vehicle	$669,538.20,	($46,488.00)	$623,050.20
Line Item	Description	Present	Change	Revised
G.8120.7140	Payroll- Trades	$0.00	$46,488.00	$46,488.00

Approved as to form and sufficiency

This ____day of November,2026

_____

Corporation Counsel

_____

Mayor

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

Motion By: *COUNCIL AS A WHOLE*

Seconded By: _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A STRENGTHENING ESSENTIAL CYBERSECURITY FOR UTILITIES AND RESILIENCY ENHANCEMENT (SECURE) PROGRAM GRANT FROM THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION, AUTHORIZING PARTICIPATION IN A JOINT CYBERSECURITY ASSESSMENT WITH THE TOWN OF EAST GREENBUSH, AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT

WHEREAS, the Strengthening Essential Cybersecurity for Utilities and Resiliency Enhancement (SECURE) Program is a New York State initiative administered by the New York State Environmental Facilities Corporation (EFC) to assist municipalities in protecting their water systems from cybersecurity threats; and

WHEREAS, the City of Rensselaer receives water from the City of Troy through an Intermunicipal Agreement with the Town of East Greenbush, and the City recognizes the importance of coordinating cybersecurity efforts to protect the shared water infrastructure; and

WHEREAS, the City of Rensselaer submitted an application to EFC for a SECURE Program grant in the amount of $14,800.00 to fund a cybersecurity assessment of its water system; and

WHEREAS, the SECURE Program provides grant funding of up to $50,000 per municipality with no local matching requirement; and

WHEREAS, the City of Rensselaer intends to complete the cybersecurity assessment in coordination with the Town of East Greenbush, utilizing the services of Arcadis, the consultant selected by the Town of East Greenbush to perform the assessment; and

WHEREAS, participation in this coordinated effort will allow the City of Rensselaer to benefit from a comprehensive assessment of the water system and identify potential cybersecurity vulnerabilities, risks, and recommended improvements; and

WHEREAS, the City of Rensselaer has been awarded a SECURE Program grant by EFC in the amount of $14,800.00 to support the City's participation in this cybersecurity assessment; and

WHEREAS, acceptance of the grant requires execution of an agreement with EFC and such related documents as may be necessary to receive and administer the grant funding.

NOW, THEREFORE, BE IT RESOLVED, that the Rensselaer Common Council hereby accepts the SECURE Program grant award from the New York State Environmental Facilities Corporation in the amount of **$14,800.00** for the purpose of conducting a cybersecurity assessment of the City's water system; and be it further

RESOLVED, that the City of Rensselaer is authorized to participate in the coordinated cybersecurity assessment with the Town of East Greenbush, utilizing Arcadis as the consultant selected by the Town of East Greenbush to perform the assessment; and be it further

RESOLVED, that Mayor John A. DeFrancesco is hereby authorized and directed to execute the grant agreement with the New York State Environmental Facilities Corporation, together with any necessary

certifications, forms, and related documents required for acceptance and administration of the grant; and be it further

RESOLVED, that the Mayor is hereby authorized to take such further actions as may be necessary and appropriate to effectuate the purposes of this resolution and the City's participation in the SECURE Program grant.

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

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

By Alderperson: **Council as a Whole** #3

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 $500.00, received from New Castle Asphalt; 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	$223,488.29	$500.00	$223,988.29
	GENERAL FUND REVENUE (A.0000)			
Line Item	Description	Present	Change	Revised
A.0000.2705	Gifts and Donations	$176,718.62	$500.00	$177,218.62

Approved as to form and sufficiency

This ____day of _____, 2026

_____

Corporation Counsel

_____

Mayor

PAYMENT DATE
11/09/2026

COLLECTION STATION
Counter

RECEIVED FROM
Rensslaer Fire Depaertment

DESCRIPTION
2026 Donation

City of Rensselaer, New York

PAID

NOV 09 2026

CITY OF RENSSELAER
TREASURER'S OFFICE

BATCH NO.
2027-04000202

RECEIPT NO.
2027-00004157

CASHIER
treasurer1

ENTRY DATE
11/09/2026 01:12:19 PM

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
Gifts/Donations	Specific Gifts and Donations 2026 Donation	$500.00

Payments:

Type	Detail	Amount
Check	53427	$500.00

Total Cash	**$0.00**
Total Check	**$500.00**
Total Charge	**$0.00**
Total Wire	**$0.00**
Total Other	**$0.00**
Total Remitted	**$500.00**
Change	**$0.00**
Total Received	**$500.00**

Total Amount: **$500.00**

Customer Copy

VENDOR NO.	VENDOR NAME	CHECK NUMBER
204065	City Of Rensselaer Fire Dept.	53427

Trans	Invoice No.	Date	Invoice Description	Gross Amount	Discount	Retainage	Previous	Balance	Net Amount
1026 142	102726	07/22/26	DONATION	500.00	0.00	0.00	0.00	0.00	500.00

Vendor No.		Gross Amount	Discount	Retainage	Previous	Balance	Net Amount
204065		500.00	0.00	0.00	0.00	0.00	500.00

New Castle Asphalt, LLC
125 Defreest Dr
Troy' NY 12180

50-557/213

NBT Bank
54 State Street
Albany, NY 12207

Check Date	Check No.	Check Amount
11/02/26	53427	$500.00

PAY ***Five hundred and xx / 100 Dollars***

TO THE ORDER OF City Of Rensselaer Fire Dept.
959 Broadway
Rensselaer NY 12144

John K Authorized Signature

RES 26-

#4

By Alderperson : Council as a Whole____

Seconded by Alderperson :

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CREIGHTON MANNING ENGINEERING, PLLC FOR THE WASTEWATER CAPACITY AND GROWTH IMPACT ASSESSMENT

WHEREAS, the Town of Schodack has requested to convey wastewater flows through the City of Rensselaer's collection and pumping system to the Rensselaer County Wastewater Treatment Plant; and

WHEREAS, the City of Rensselaer desires to evaluate whether sufficient conveyance and treatment capacity exists within its infrastructure—including Pump Stations No. 1 and No. 2, associated force mains, and the Rensselaer County Wastewater Treatment Plant—to accommodate these additional flows without adversely affecting existing and future development within the City; and

WHEREAS, Creighton Manning Engineering, PLLC has submitted a written proposal dated November 11, 2026 (CM Proposal No. R250703.06) to provide professional civil engineering services for the City of Rensselaer Wastewater Capacity and Growth Impact Assessment; and

WHEREAS, the scope of services includes data collection, a conceptual capacity assessment and growth impact analysis, a review of connection and improvement considerations, preparation of a technical memorandum, and stakeholder coordination meetings; and

WHEREAS, the total proposed fee for said engineering services is $25,000.00, consisting of lump sum tasks totaling $22,100.00 and meeting coordination services estimated at $2,900.00 billed on an hourly basis in accordance with the 2026/2027 standard rate schedule; and

WHEREAS, the Common Council deems it to be in the best interest of the City of Rensselaer to accept said proposal and authorize the execution of the agreement;

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

1. The Common Council hereby approves the proposal from Creighton Manning Engineering, PLLC (CM Proposal No. R250703.06), dated November 11, 2026, for professional civil engineering services related to the City of Rensselaer Wastewater Capacity and Growth Impact Assessment, in an amount not to exceed $25,000.00.
2. The Mayor of the City of Rensselaer is hereby authorized and directed to execute said proposal/agreement, and any related documents necessary to effectuate the intent of this Resolution, subject to review and approval as to form by the Corporation Counsel.
3. This Resolution shall take effect immediately upon its adoption.

RES 26-

Approved as to form and sufficiency
This day of November, 2026

Corporation Counsel

Mayor

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

November 11, 2026

Bill Smart, PE
City Engineer
City of Rensselaer
62 Washington Street
Rensselaer, NY 12144

RE: **Proposal for Professional Civil Engineering Services**
City of Rensselaer Wastewater Capacity and Growth Impact Assessment
CM Proposal No. R250703.06

Dear Bill,

Creighton Manning Engineering, PLLC (CM) is pleased to provide this Proposal for Engineering Services for the City of Rensselaer Wastewater Capacity and Growth Impact Assessment.

PROJECT UNDERSTANDING

CM understands that the City of Rensselaer (Client) is evaluating a request from the Town of Schodack to convey wastewater flows through the City's collection and pumping system to the Rensselaer County Wastewater Treatment Plant. The City seeks to determine whether sufficient conveyance and treatment capacity exists to accommodate these additional flows without adversely affecting its ability to support existing and future development within the City.

To support this evaluation, CM will perform a conceptual-level assessment of the wastewater system, including the available capacity of Pump Stations No. 1 and No. 2, associated force mains and conveyance infrastructure, projected wastewater demands from planned and future development within the City, and available treatment capacity at the Rensselaer County Wastewater Treatment Plant. The assessment will also identify potential system constraints and improvements that may be necessary to accommodate the proposed Town of Schodack flows while preserving capacity for future City needs.

SCOPE OF SERVICES

TASK 1 – DATA COLLECTION

CM will collect and review available information necessary to evaluate existing wastewater system conditions, available capacity, and projected future demands. Information to be reviewed may include, but is not limited to, the following:

- Available GIS mapping, record drawings, previous studies, and utility information for the City of Rensselaer wastewater system.
- Available information regarding Pump Stations No. 1 and No. 2, and associated force mains.
- Available information from Rensselaer County regarding the Rensselaer County Wastewater Treatment Plant, including treatment capacity, existing flow allocations, operational constraints, and future planning considerations.
- Information regarding the Town of Schodack's proposed wastewater connection and anticipated flows.
- Available planning documents and development information for known and proposed projects within the City, including but not limited to:

- DeLaet's Landing
- Kilean's Landing
- Barnet Mills Apartments
- Doane School Redevelopment
- Amtrak Station Mixed-Use Development Concept
- Railroad Place/Hotel Development
- Bonaquist Apartments
- Viola Mixed-Use Development
- Other developments identified within the Downtown Revitalization Initiative (DRI) area

TASK 2 – CAPACITY ASSESSMENT AND GROWTH IMPACT ANALYSIS

CM will perform a conceptual, planning-level evaluation to determine the potential impacts of accepting additional wastewater flows from the Town of Schodack.

The evaluation will include:

- Available treatment capacity at the Rensselaer County Wastewater Treatment Plant.
- Available pumping capacity at the City of Rensselaer's pump stations No.1 and No.2.
- Available conveyance capacity within key force mains.
- Estimation of projected future wastewater flows associated with approved, proposed, and anticipated development within the City.
- Capacity remaining for future City growth after accounting for projected City development and proposed Town of Schodack flows.
- Consideration of other known regional capacity demands that may affect available treatment capacity at the Rensselaer County Wastewater Treatment Plant, including potential future diversions from neighboring municipalities, where information is available.
- Consideration of known regulatory, operational, or combined sewer overflow (CSO) constraints that may limit acceptance of additional wastewater flows.
- Identification of flow thresholds or trigger points that could result in capacity constraints or require future improvements.

The assessment will identify:

- Whether the proposed Town of Schodack connection can be accommodated within the existing system.
- Potential capacity constraints within the treatment plant, pump stations, and force mains.
- Conceptual infrastructure improvements that may be required to accommodate the proposed flows while supporting future City development.

This evaluation will be based on available records and information provided by the City of Rensselaer, Rensselaer County, Town of Schodack, and other stakeholders. Detailed hydraulic modeling, field investigations, flow monitoring, and condition assessments are not included in this scope.

TASK 3 – CONNECTION AND IMPROVEMENT CONSIDERATIONS

CM will perform a conceptual review of the proposed connection strategy for the Town of Schodack.

The review will include:

- High-level assessment of how the proposed Town pump station would connect to the City's system.
- Identification of major infrastructure considerations and constraints.
- Conceptual identification of system upgrades that may be required to accommodate the proposed flows.

TASK 4 – TECHNICAL MEMORANDUM

CM will prepare a technical memorandum documenting the methodology, assumptions, analyses, findings, and conclusions of the study.

The memorandum will include:

- Summary of available data and information reviewed.
- Methodology and assumptions utilized in the evaluation.
- Existing and projected wastewater flow estimates.
- Planning-level capacity assessment findings.
- Identification of potential system constraints and capacity trigger points.
- Conceptual infrastructure improvement recommendations, if warranted.
- Conclusions regarding the City's ability to accommodate the proposed Town of Schodack wastewater flows while preserving capacity for future growth and development within the City.

One electronic draft technical memorandum and one final memorandum incorporating City comments will be provided.

TASK 5 – MEETINGS

CM will coordinate and participate in up to four virtual meetings as part of this project, including:

- One project kickoff meeting with the City.
- One coordination meeting with Rensselaer County to discuss treatment plant capacity, existing flows, and operational considerations.
- One coordination meeting with the Town of Schodack and its engineer to discuss projected flows, service area assumptions, and the proposed connection.
- One meeting with representatives from the City of Rensselaer, Rensselaer County, and the Town of Schodack to present study findings and discuss conclusions and recommendations.

  Meetings may be conducted virtually or in person.

ASSUMPTIONS/EXCLUSIONS

- The study is intended for conceptual planning purposes only.
- Evaluations will rely on available records and information provided by the City of Rensselaer, Rensselaer County, Town of Schodack, and project stakeholders.
- Results regarding available capacity will be based on planning-level engineering calculations and assumptions appropriate for evaluating growth impacts and regional wastewater service opportunities.

The Client should note that additional work, not identified in this proposal, might be required as the Project design progresses. This work shall be performed by the engineer as directed by the Client and payment shall be on an hourly time and materials basis according to CM's hourly rates currently in effect at the time of the extra work.

For the purposes of this proposal, we have excluded the following services:

- Hydraulic Modeling
- Flow Monitoring
- Field Investigations
- Survey
- Condition Assessment
- Funding Support
- Permitting Assistance
- Engineering Design
- Construction Administration and/or Inspections
- Any items not specifically included in this proposal.

SCHEDULE

CM will work with the client to develop a mutually agreeable project schedule. The nature of this project requires significant coordination and information exchange among stakeholders, which introduces some degree of schedule uncertainty. It is anticipated that a draft Technical Memorandum can be completed within 4 weeks of notice to proceed, with the final report being completed within 2 weeks of receipt of Client review comments

FEE

TASK	DESCRIPTION OF TASK	FEE
1	DATA COLLECTION	$8,800
2	CAPACITY ASSESSMENT AND GROWTH IMPACT ANALYSIS	$6,400
3	CONNECTION AND IMPROVEMENT CONSIDERATIONS	$2,600
4	TECHNICAL MEMORANDUM	$4,300
5	MEEETINGS*	$2,900
	TOTAL FEE	**$25,000**

All tasks are to be billed as lump sum unless otherwise noted with an asterisk (*). Hourly rates are in accordance with the 2026/2027 rate schedule as defined at the end of this proposal. The Fee and Schedule are valid for a period of 60 days. After that, CM reserves the right to modify the Fee and Schedule based on company backlog and current conditions. Invoices will be mailed monthly with payment due upon receipt.

Thank you again for the opportunity to submit this proposal.

Respectfully submitted,
Creighton Manning Engineering, LLP

Jeff Pangburn, PE
Director of Engineering & Technology, CM

Kamil Baraniewicz, PE
Project Manager

CONTENTS NOTED AND APPROVED: **CM Proposal No. R250703.06**

This proposal is subject to the Standard Terms and Conditions of this Agreement. The person signing this proposal represents that he or she is authorized to legally bind the Client for adherence to the standard terms and conditions and for payment of all bills incurred.

Name (Please Print)	Signature Date
Company Name	Telephone
Street	Town/State/Zip

CREIGHTON MANNING ENGINEERING, PLLC (CM)

STANDARD TERMS AND CONDITIONS

- ***DISPUTE RESOLUTION***: In the event of a dispute here under, the prevailing party shall be entitled, in addition to damages, to reasonable attorney's fees and costs. By executing this agreement you agree that any dispute hereunder shall be heard in the State or Federal courts in Albany County, New York.

- ***BILLING / PAYMENTS***: Invoices for CM's services shall be submitted on a monthly basis. Invoices shall be payable upon receipt. If the invoice is not paid within 30 days CM may, without waiving any claim or right against Client and without liability whatsoever to Client terminate the performance of the service. Retainers shall be credited on the final invoice.

- ***LATE PAYMENTS***: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5 percent (or the legal rate) on the term unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

- ***INDEMNIFICATIONS***: Client, shall to the fullest extent permitted by law, indemnify and hold harmless CM, his or her officers, directors, employees, agents, and subconsultants from and against all damage, liability and cost, including reasonable Attorney's fees and defense costs, to the extent arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities, or costs to the extent such are attributable to the negligence or willful misconduct of CM and subcontractors/subconsultants.

- ***CERTIFICATIONS***: Guarantees and Warranties: CM shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence CM cannot ascertain.

- ***LIMITATION OF LIABILITY***: In recognition of the relative risks, regards and benefits of the project to both Client and CM, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, CM's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes to the extent not covered by CM's insurance shall not exceed the total compensation in this agreement. Such causes include, but are not limited, to CM's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

- ***TERMINATION OF SERVICES***: This agreement may be terminated by Client or CM should either party fail to perform its obligations hereunder. In the event of termination, Client shall pay CM for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

- ***OWNERSHIP OF DOCUMENTS***: All documents produced by CM under this agreement shall remain the property of CM and may not be used by Client, for any other endeavor without the written consent of CM.

CREIGHTON MANNING ENGINEERING, PLLC (CM)

STANDARD HOURLY RATES

Year	Director	Project Manager	Project Engineer
2026	$240	$190	$172
2027	$250	$198	$179

RES-26-

By Alderperson : **Council as a Whole**

Seconded by Alderperson : _____

RESOLUTION AUTHORIZING THE RENSSELAER FIRE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) FOR FIRE HYDRANT MAINTENANCE AND DATA COLLECTION SERVICES

WHEREAS, the City of Rensselaer Fire Department is committed to ensuring the highest standards of fire safety, emergency preparedness, and infrastructure reliability within the City; and

WHEREAS, the New York State Office of Children and Family Services (OCFS) operates facilities within or adjacent to the jurisdiction of the City of Rensselaer that utilize private fire hydrant systems critical for emergency fire suppression; and

WHEREAS, proper maintenance, regular testing, operational exercising, and accurate data collection of these private hydrants are essential to guarantee their functionality during an emergency; and

WHEREAS, the Rensselaer Fire Department possesses the specialized equipment, trained personnel, and technical expertise required to perform comprehensive inspections, exercising, testing, and data collection for fire hydrant systems; and

WHEREAS, OCFS desires to retain the services of the Rensselaer Fire Department to conduct these vital safety services on its private hydrants, and the Rensselaer Fire Department has agreed to perform such services under mutually beneficial terms; now, therefore, be it

RESOLVED, that the Common Council of the City of Rensselaer hereby authorizes the Fire Chief, or their designated representative, to enter into a formal agreement with the New York State Office of Children and Family Services for private fire hydrant inspection, exercising, testing, and data collection services; and

RESOLVED, that this agreement shall outline the scope of work, technical standards, data-sharing protocols, and any reciprocal or financial terms agreed upon by both parties, subject to approval as to form by the City Corporation Counsel.

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_____day of November, 2026

_____

Corporation Counsel

_____

Mayor

AGREEMENT FOR PRIVATE FIRE HYDRANT INSPECTION, EXERCISING, TESTING, AND DATA COLLECTION
BETWEEN
THE CITY OF RENSSELAER
AND
THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES
PROPERTY: 52 WASHINGTON STREET, RENSSELAER, NEW YORK 12144

This Agreement is made and entered into this _____ day of _____, 2026, by and between the City of Rensselaer, a municipal corporation organized and existing under the laws of the State of New York, acting through the City of Rensselaer Fire Department (hereinafter referred to as the "City"), and the New York State Office of Children and Family Services (hereinafter referred to as "NYS OCFS").
The City and NYS OCFS shall hereinafter be collectively referred to as the "Parties."

SECTION 1. PURPOSE
The purpose of this Agreement is to establish the terms and conditions under which the City of Rensselaer Fire Department shall conduct annual inspections, exercising, operational testing, and collection of performance data from privately owned fire hydrants located on the NYS OCFS property at 52 Washington Street, Rensselaer, New York 12144. These activities are intended to evaluate the operational readiness and reliability of the fire protection water supply system in accordance with applicable provisions of:

1. The Fire Code of New York State, including Section 507 – Fire Protection Water Supplies.
2. NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*, Chapter 7 – Private Fire Service Mains.
3. Other applicable fire protection standards and requirements.

SECTION 2. SCOPE OF SERVICES
The City of Rensselaer Fire Department shall be responsible for the following:
2.1 Annual Hydrant Inspections – conduct an annual inspection of each privately owned fire hydrant located on the NYS OCFS property at 52 Washington Street.

2.2 Hydrant Exercising and Operational Testing – exercise and operate each fire hydrant to determine its operational condition, including opening and closing the hydrant and observing its functionality.

2.3 Hydrant Testing – perform operational testing and collect available water flow and pressure data, as appropriate, using procedures consistent with applicable fire protection standards.

2.4 Data Collection – collect and document the following information, as applicable:

- Hydrant identification number and location.
- Physical condition and accessibility.
- Operating condition and ease of operation.
- Static and residual water pressure, when measured.
- Water flow characteristics and flow rates, when tested.
- Drainage characteristics.
- Leaks, damage, or other observed deficiencies.
- Date of inspection and testing.

2.5 Reporting – provide NYS OCFS with a written report identifying the results of the inspection and testing, including observed deficiencies and recommended corrective actions.

The City's obligations shall be limited to the services expressly described in this Agreement.

SECTION 3. PROPERTY ACCESS AND TESTING COORDINATION

NYS OCFS shall provide the City of Rensselaer Fire Department reasonable access to all privately owned fire hydrants located on the property at 52 Washington Street.

NYS OCFS shall provide available site plans, hydrant location information, underground utility drawings, valve locations, and other records reasonably necessary to conduct testing.

The City shall coordinate testing dates with NYS OCFS and provide reasonable advance notice before conducting scheduled inspections and testing.

NYS OCFS shall arrange any necessary security clearances, facility access, and operational coordination.

SECTION 4. OWNERSHIP, MAINTENANCE, AND REPAIR RESPONSIBILITIES

4.1 Ownership – the Parties acknowledge that the fire hydrants and associated fire protection water supply infrastructure covered by this Agreement are privately maintained and are under the ownership or control of NYS OCFS or the State of New York.
Nothing in this Agreement shall transfer ownership, maintenance obligations, repair responsibilities, or operational control of the hydrant system to the City.

4.2 Maintenance and Repairs – NYS OCFS shall be responsible for arranging and funding, through the appropriate State agency or responsible owner, any and all maintenance, repairs, replacements, and corrective actions necessary to maintain the hydrants and associated equipment in proper operating condition.

4.3 Damage or Failure During Testing – NYS OCFS acknowledges that the inspection, exercising, and testing of fire hydrants may reveal or result in damage or failure associated with existing defects, deterioration, corrosion, wear, mechanical deficiencies, underground piping conditions, or valve failures.

NYS OCFS shall be responsible for arranging and funding all repairs and corrective actions associated with damage, deficiencies, or failures occurring during or resulting from normal, authorized inspection, exercising, or testing activities, to the fullest extent permitted by applicable law.

4.4 No City Repair Obligation – the City of Rensselaer, the City of Rensselaer Fire Department, and their officials, employees, agents, and volunteers shall have no obligation to perform, arrange, or fund maintenance, repairs, replacement, or corrective actions involving the privately maintained hydrant system.

SECTION 5. RELEASE, LIMITATION OF LIABILITY, AND ALLOCATION OF RISK

5.1 Acknowledgment of Risk – NYS OCFS acknowledges that routine hydrant inspection, exercising, and testing may reveal or cause mechanical failures, leakage, underground piping failures, valve damage, water discharge, pavement damage, or other conditions associated with the operation or condition of the privately maintained fire protection water supply system.

5.2 Limitation of City Liability – to the fullest extent permitted by applicable law, the City of Rensselaer, the City of Rensselaer Fire Department, and their respective elected officials, officers, employees, agents, and volunteers shall not be responsible or liable for damage to fire hydrants, valves, underground piping, fire service mains, water supply infrastructure, pavement, landscaping, structures, or other property caused by, occurring during, or resulting from the normal and authorized inspection, exercising, operation, or testing of the private fire hydrant system.

This provision shall not exclude liability that cannot lawfully be waived or limited.

5.3 Responsibility for Repair Costs – as between the Parties, NYS OCFS shall assume responsibility for arranging and funding repairs, replacement, and corrective actions associated with ordinary, authorized testing activities, except to the extent otherwise required by applicable law.

5.4 Indemnification and Claims – to the extent authorized by New York State law and applicable State contracting requirements, NYS OCFS shall defend, indemnify, and hold harmless the City of Rensselaer, the City of Rensselaer Fire Department, and their respective elected officials, officers, employees, agents, and volunteers from claims, losses, damages, liabilities, and expenses arising from the ownership, condition, maintenance, or operation of the privately maintained hydrant system, except to the extent attributable to the City's negligence or willful misconduct.

Nothing contained herein shall be construed as requiring NYS OCFS to waive sovereign immunity or accept obligations prohibited by applicable law.

SECTION 6. NO WARRANTY OR ASSUMPTION OF MAINTENANCE RESPONSIBILITY

The City makes no representation or warranty, express or implied, concerning the condition, performance, reliability, flow capacity, or continued operational readiness of any fire hydrant or associated fire protection water supply component inspected or tested under this Agreement.

Testing performed by the City is intended to document conditions observed at the time of inspection and testing.

The City's performance of these services shall not constitute certification of the entire fire protection water supply system or relieve NYS OCFS of any applicable maintenance, inspection, testing, or repair obligations.

SECTION 7. ANNUAL TESTING AND DOCUMENTATION

The City of Rensselaer Fire Department shall conduct annual hydrant inspections, exercising, operational testing, and data collection, subject to reasonable scheduling, staffing, equipment availability, and property access.

Testing procedures shall be guided by applicable provisions of NFPA 25, Chapter 7, and the Fire Code of New York State.

The City shall maintain records of completed inspections and testing activities and provide NYS OCFS with copies of the results.

NYS OCFS shall remain responsible for any additional inspection, testing, maintenance, or repair activities required by law but not expressly included within the City's scope of services.

SECTION 8. IDENTIFICATION AND CORRECTION OF DEFICIENCIES

Should the City identify any hydrant that is inoperable, damaged, leaking, obstructed, or otherwise deficient, the Fire Department shall document the condition and notify NYS OCFS.

Where a deficiency creates an immediate concern regarding the availability of fire protection water supplies, the City may notify the appropriate facility representative and fire code enforcement authority.

NYS OCFS shall be responsible for arranging appropriate corrective actions and restoring affected hydrants or associated equipment to proper operating conditions.

SECTION 9. LIMITATIONS OF SERVICES AND AUTHORITY

The City of Rensselaer Fire Department shall perform the services described in this Agreement solely for hydrant inspection, exercising, testing, and data collection.

Nothing in this Agreement shall transfer to the City any obligation to own, maintain, repair, replace, continuously monitor, or guarantee the operation of the privately maintained fire hydrant system.

Nothing in this Agreement shall expand or modify any statutory fire code enforcement authority or jurisdiction established under New York State law.

SECTION 10. TERM AND AUTOMATIC RENEWAL

This Agreement shall become effective upon execution by both Parties and receipt of all approvals required by applicable law.

The Agreement shall remain in effect for an initial term of one (1) year.

Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms unless either Party provides thirty (30) days' written notice of termination, provided such renewal is authorized under applicable State contracting requirements and required approvals remain in effect.

SECTION 11. SURVIVAL OF OBLIGATIONS

The expiration or termination of this Agreement shall not relieve either Party of obligations or liabilities that accrued prior to the effective date of termination.

Provisions relating to allocation of repair responsibilities, limitations of liability, claims, and other obligations intended by their nature to survive termination shall remain effective to the extent permitted by applicable law.

SECTION 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties regarding the inspection, exercising, testing, and collection of operational data from the privately maintained fire hydrants located at 52 Washington Street, Rensselaer, New York 12144. Any amendment or modification shall be made in writing and executed by authorized representatives of both Parties, subject to any approvals required by law.

SIGNATURES

CITY OF RENSSELAER

By: _____

Hon. John DeFrancesco

Mayor, City of Rensselaer

Date: _____

CITY OF RENSSELAER FIRE DEPARTMENT

By: _____

William F. Brooking, Jr.

Chief of Department

Date: _____

NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES

By: Andrew Griffin

Name: Andrew Griffin

Title: Associate Commissioner of Administration

Date: 10/26/2026

APPROVED AS TO FORM

Corporation Counsel

City of Rensselaer

Date: _____

By Alderperson : **COUNCIL AS A WHOLE**

Seconded by Alderperson : _____

A RESOLUTION AMENDING THE ADOPTED 2026-2027 BUDGET RELATIVE TO HOMETOWN HOLIDAY FUND

WHEREAS, the City of Rensselaer is desirous of increasing the "Hometown Holiday" formerly known as Christmas in the City appropriations line and the donations revenue line by $2300.00, and

WHEREAS, the $2400.00 represents the collective donations from the generous groups and individuals detailed on the documentation attached hereto.

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.1410.7405	Christmas in the City	3,500.00	2,400.00	5,900.00	
	GENERAL FUND REVENUE (A.0000)				
Line Item	Description	Present	Change	Revised	
A.0000.2705	Gifts and Donations	176,718.62	2,400.00	179,118.62	

Approved as to Form and Sufficiency
This_____ day of November, 2026

_____
Corporation Counsel

Approved By:

_____
Mayor

CHRISTMAS DONATIONS 2026

STILSING ELECTRIC	$200
ROBERT DIGNUM	$250
ZAPPALA BLOCK	$200
JOHN MOONEY	$200
LYONS FUNERAL HOME	$200
DWIGHT PLUMBING	$100
EAGLES LADIES AUX	$250
O NEIL POST	$500
HIGH FREQUENCY	$500

By Alderperson: Council as a Whole

Seconded by Alderperson: _____

RESOLUTION AUTHORIZING THE CLOSING OF WASHINGTON STREET FROM THIRD AVENUE TO SECOND AVENUE FOR CHRISTMAS IN THE CITY

WHEREAS, Christmas in the City will be conducted on Saturday, December 12, 2026, from 12:00pm – 3:00pm; and

NOW THEREFORE BE IT RESOLVED, that the City of Rensselaer close Washington Street from Third Avenue to Second Avenue between the hours of 11:00am and 3:30pm; and

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

BE IT FURTHER RESOLVED, that the City Clerk publish notice in the Official City newspaper and on the City Website of said closure; and

BE IT FURTHER RESOLVED, that the City Clerk will notify the Rensselaer Police Department and Rensselaer Fire Department of said closure.

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 18th day of November 2026

_____
Corporation Counsel

Approved by:

_____
Mayor

RES 26-

By Alderperson: **Council as a Whole____**

Seconded by Alderperson:

RESOLUTION IN SUPPORT OF BATH-ON-THE-HUDSON HISTORIC PRESERVATIONISTS, INC. AND THEIR EFFORTS TO ACQUIRE FUNDING TO REHABILITATE HISTORIC STRUCTURES IN THE HISTORIC "BATH-ON-THE-HUDSON" VILLAGE AREA OF THE CITY OF RENSSELAER

WHEREAS, Bath-On-The-Hudson Historic Preservationists, Inc., a not-for-profit corporation, was formed to acquire, restore, renovate and manage historic structures in the historic "Bath-on-the-Hudson" village area of the City of Rensselaer; and

WHEREAS, Bath-On-The-Hudson Historic Preservationists, Inc. have already acquired two historic structures, the Clark-Dearstvne-Miller Inn located at 11 Forbes Avenue and the Ferry Captain's House at 17 Forbes Avenue, with plans to restore; and

WHEREAS, Bath-On-The-Hudson Historic Preservationists, Inc. is currently in the process of seeking and securing grant funding to acquire, restore, renovate and manage historic structures in the historic "Bath-on-the-Hudson" village area of the City of Rensselaer; and

WHEREAS, the New York State National Maritime Heritage Subgrant Program is one such grant program that can provide up to $200,000.00 for Maritime Heritage Preservation Projects; and

WHEREAS, these grant programs frequently request letters of support from local governments to show that the municipality and community leaders are in favor of the project;

WHEREAS, the City of Rensselaer is supportive of projects that restore, renovate and manage historic structures in the historic "Bath-on-the-Hudson" village area and elsewhere in the City of Rensselaer.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rensselaer Common Council is supportive of Bath-On-The-Hudson Historic Preservationists, Inc. efforts to acquire funding to restore, renovate and manage historic structures in the historic "Bath-on-the-Hudson" village area and elsewhere in the City of Rensselaer.

Approved as to form and sufficiency
This day of November, 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-

Motion By: *COUNCIL AS A WHOLE*

Seconded By: _____

RESOLUTION AUTHORIZING MUNICIPAL INSURANCE POLICIES RENEWAL

WHEREAS, the City of Rensselaer requires comprehensive municipal insurance coverage to properly safeguard city assets, operations, and personnel against liability, property damage, and other operational risks; and

WHEREAS, the City's current municipal insurance policies are expiring, and it is necessary to secure continuous coverage without interruption to ensure the ongoing protection of the City of Rensselaer; and

WHEREAS, the City's designated insurance broker has reviewed options and presented renewal proposals for the City's general liability, property, casualty, inland marine, cyber security, and public officials' liability insurance coverages; and

WHEREAS, the Common Council of the City of Rensselaer has reviewed the terms, coverages, and premium structures associated with the proposed renewals and finds it to be in the best economic and protective interest of the City to authorize said renewals;

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of Rensselaer hereby approves the renewal of the municipal insurance policies as presented, effective for the upcoming policy term; and

BE IT FURTHER RESOLVED, that the Mayor of the City of Rensselaer is hereby authorized to execute any and all necessary renewal applications, contracts, and related documents required to effectuate and bind the aforementioned insurance coverages on behalf of the City; and

BE IT FURTHER RESOLVED, that the City Comptroller is authorized to issue payments for the respective insurance premiums from the appropriate designated accounts within the approved budget upon final processing.

Passed by the following vote of Council

Members with voting recorded as follows:

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

RES-

_____

Corporation Counsel

_____

Mayor

Policy

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

Motion By: *ALDERPERSON KRETZSCHMAR*

#10

Seconded By: _____

A RESOLUTION TO OVERRIDE VETO OF MAYOR DEFRANCESCO OF PRIOR RESOLUTION NUMBER 14 FROM THE NOVEMBER 4, 2026 MEETING OF THE RENSSELAER COMMON COUNIL TITLED "A RESOLUTION AMENDING THE 2026-2027 BUDGET"

WHEREAS, the Common Council of the City of Rensselaer adopted Resolution Number 14 on November 4, 2026, titled, "A RESOLUTION AMENDING THE 2026-2027 BUDGET"; and

WHEREAS, the Common Council having been advised that the Mayor returned a veto message to the City Clerk concerning the aforementioned Resolution, and the City Common Council having now carefully reconsidered Resolution Number 14 of the November 4, 2026, Meeting of the Rensselaer Common Council, a copy of which is attached hereto;

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

WHEREAS, the Common Council believes Resolution Number 14 of the November 4, 2026, Rensselaer Common Council meeting, is appropriate as to form and substance, and that passage of such Resolution over the veto of the Mayor is in the best interests of the City of Rensselaer, and good cause existing therefore,

NOW THEREFORE BE IT RESOLVED, that the attached Resolution Number 14 of the November 4, 2026, Meeting of the Rensselaer Common Council is hereby readopted over the veto of the Mayor, pursuant to Section 67 of the City Charter.

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

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

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

_____
Corporation Counsel

_____
Mayor

City of Rensselaer

John A. DeFrancesco
MAYOR

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

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

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

From: John DeFrancesco, Mayor

Re: Veto of Resolution #14 of November 4, 2026

Date: November 10, 2026

I John DeFrancesco, pursuant to the City of Rensselaer Charter Section C-67, hereby veto Resolution #14 of November 4, 2026, passed by a vote of 4-3 at the November 4, 2026, meeting of the Rensselaer Common Council.

The Executive Professional/Technical account is vital for securing specialized administrative advice necessary to carry out daily city operations. Reducing this fund would severely disrupt the Executive branch's ability to execute ongoing projects and fulfill its duties to the taxpayers.

Dated: November 10, 2026

John DeFrancesco
Mayor, City of Rensselaer

By Alderperson : **Council as a Whole**

Seconded by Alderperson :

#14

A RESOLUTION AMENDING THE 2026-2027 BUDGET

WHEREAS, the City of Rensselaer adopted its Annual Budget for the fiscal year 2026-2027; and

WHEREAS, certain appropriations in the 2026 Budget have proven insufficient to meet the necessary expenditures of the City Council for the remainder of the fiscal year; and

WHEREAS, there are unexpended balances available in other line-item appropriations within the 2026 Budget that can be transferred to cover these unanticipated shortfalls without increasing the total budgeted expenditures; 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.1210.7120	MAYOR PROFFESSIONAL/TECHNICAL	$25,750.00	$18,817.27	$6,932.73
Line Item	Description	Present	Change	Revised
A.1010.7440	COMMON COUNCIL/CONTRACTUAL	$46,966	$18,817.27	$65,783.27

Approved as to form and sufficiency

This 4th day of November, 2026

Corporation Counsel

Veto

Mayor

Tim Kitterman	☐ Aye	☑ No	☐ Abstain	☐ Absent
Stacy Hover	☐ Aye	☑ No	☐ Abstain	☐ Absent
Sara Bollman	☑ Aye	☐ No	☐ Abstain	☐ Absent
Andrew P. Kretzschmar	☑ Aye	☐ No	☐ Abstain	☐ Absent
Diane Dwyer	☑ Aye	☐ No	☐ Abstain	☐ Absent
Anne E. Burton	☐ Aye	☑ No	☐ Abstain	☐ Absent
Eric Endres	☑ Aye	☐ No	☐ Abstain	☐ Absent
Vote Totals	4 Aye	3 No	0 Abstain	0 Absent
Result	Passed			

RES 26-

By Alderperson: **Council as a Whole____**

Seconded by Alderperson:

RESOLUTION APPROVING AND ENDORSING AN APPLICATION TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION HUDSON RIVER ESTUARY MANAGEMENT PROGRAM FOR GRANT FUNDING TO DESIGN FORBES AVENUE DOCK EXTENSION & ACCESSIBILITY IMPROVEMENTS

WHEREAS, the New York State Department of Environmental Conservation recently published Guidelines and Bid Instructions for 2026 Hudson River Estuary Grants of up to $100,000.00 for River Access with a due date of December 17, 2026 for the planning or construction of physical improvements for boating, fishing, or wildlife viewing; and

WHEREAS, previous city and regional planning documents have recommended waterfront improvements and improvements to the Forbes Avenue Dock and Boat Launch Area, including the Kiliaen's Landing Generic Environmental Impact Statement (2018) and the Open Spaces and Recreation Plan (2024); and

WHEREAS, the City of Rensselaer has been working with Creighton Manning on design and development of a waterfront trail that will extend from Riverfront Park to the Hilton Park and Boat Launch Area on Forbes Avenue; and

WHEREAS, Creighton Manning has provided a proposal for Professional Engineering, Surveying and Geotechnical Services Forbes Avenue Dock Extension & Accessibility Improvements for a total cost of $75,000.00; and

WHEREAS, the Grant Guidelines require a minimum of a 10% local match and offer extra points for a local match of 15% or more which can be provided as in-kind staff salaries fringe benefits devoted to the project;

WHEREAS, the City Engineer, Planning Director, Assistant Planning Director and Planning Department Clerical Staff will provide Project Oversight, Grant Administration, Grant Management, Public Outreach and Clerical Support with a total estimated value of $11,375.00 or 15.17% of the requested grant amount.

NOW, THEREFORE, BE IT RESOLVED, the City of Rensselaer Common Council approves and endorses the application to the New York State Department of Environmental Conservation for a $75,000.00 River Access Planning Grant; and

BE IT FURTHER RESOLVED, the City of Rensselaer Common Council approves the selection of Creighton Manning has provided a proposal for Professional Engineering, Surveying and Geotechnical Services; and

BE IT FURTHER RESOLVED, the City of Rensselaer Common Council approves allocation of staff time devoted to this project if it is awarded grant funding.

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 day of November, 2026

_____

Corporation Counsel

_____

Mayor

RES 26-

BY ALDERPERSON(s): Council as a Whole

SECONDED BY:

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY TAX PAYMENT PLAN AND CONDITIONS AGREEMENT WITH MONAS URBAN VENTURES, LLC FOR 236-242 BROADWAY (TAX MAP PARCEL ID NO. 143.67-7-6)

WHEREAS, MONAS Urban Ventures, LLC (the "Owner") is the fee simple owner of real property located within the City of Rensselaer commonly known as 236-242 Broadway, designated on the City Tax Map as Tax Map Parcel ID No. 143.67-7-6 (the "Property"); and

WHEREAS, the Property is currently subject to delinquent real property taxes, assessments, penalties, and interest levied by the City of Rensselaer for the 2024, 2025, and 2026 tax years in the total aggregate amount of $17,172.60 and

WHEREAS, the Owner has applied to the City Building Department for a Certificate of Occupancy ("CO") for the Property, which the Building Department may withhold pursuant to City policy and applicable regulations due to outstanding delinquent property taxes; and

WHEREAS, the Owner has requested, and the City Administration has negotiated, a structured Property Tax Payment Plan and Conditions Agreement (the "Agreement") requiring a non-refundable down payment of $6,528.19 upon execution, full payment of past-due 2025 taxes within 90 days of signing, full payment of past-due 2024 taxes within 180 days of signing, statutory interest accrual on unpaid balances, and strict timely payment of all future municipal taxes and utility bills; and

WHEREAS, conditioned upon execution of the Agreement, receipt of the initial down payment, and satisfaction of all standard structural, safety, and building code inspection requirements, the City will issue a Conditional Certificate of Occupancy subject to immediate suspension or revocation upon any Event of Default; and

WHEREAS, the Common Council of the City of Rensselaer has reviewed the proposed Agreement, attached hereto as Exhibit A, and determines that entering into said Agreement is in the best financial and administrative interest of the City to recover delinquent tax revenues while ensuring building code compliance;

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

RES 26-

1. The Property Tax Payment Plan and Conditions Agreement between the City of Rensselaer and MONAS Urban Ventures, LLC regarding 236-242 Broadway (Tax Map Parcel ID No. 143.67-7-6), in substantially the form attached hereto as Exhibit A, is hereby approved.

2. The Mayor of the City of Rensselaer is hereby authorized and directed to execute and deliver the Agreement on behalf of the City, subject to final review and approval as to form by the Corporation Counsel.

3. The City Treasurer, the Building Department, and Corporation Counsel are hereby authorized and directed to take all necessary actions to implement, record, monitor, and enforce the terms of the Agreement, including the issuance or revocation of the Conditional Certificate of Occupancy in accordance with the Agreement.

4. This Resolution shall take effect immediately upon its adoption.

Approved as to form and sufficiency
This day of November, 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				

PROPERTY TAX PAYMENT PLAN AND CONDITIONS AGREEMENT

This Property Tax Payment Plan and Conditions Agreement (the "Agreement") is entered into this _____ day of _____, 2026, by and between:

THE CITY OF RENSSELAER, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 62 Washington Street, Rensselaer, New York 12144 (hereinafter referred to as the "City"),

and

MONAS Urban Ventures, LLC with a principal place of business at 23 Chambry Court, Freehold, NJ 07728 hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of certain real property located within the City of Rensselaer, commonly known as 236-242 Broadway and designated on the City Tax Map as Tax Map Parcel ID No. 143.67-7-6 (the "Property"); and

WHEREAS, the Property is currently subject to delinquent real property taxes, assessments, penalties, and interest levied by the City for the tax years 2024, 2025 and 2026 (the "Back Taxes"); and

WHEREAS, Owner is in violation of Rensselaer City Code for renting without a Certificate of Occupancy and has applied to the City Building Department for a Certificate of Occupancy ("CO") pursuant to the City Code; and

WHEREAS, pursuant to City policy and applicable regulations, the Building Department may withhold the issuance of a CO due to outstanding financial obligations owed to the City, including delinquent property taxes; and

WHEREAS, Owner has requested, and the City has agreed to permit, a structured installment payment plan for the Back Taxes, subject to the terms and conditions set forth herein, to facilitate the immediate issuance of a conditional Certificate of Occupancy so that the Property may be occupied and generate income.

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

1. Owner hereby explicitly acknowledges, admits, and agrees that it is justly indebted to the City for the Back Taxes, including all accrued interest, penalties, and administrative fees to date. Owner waives any right to challenge, contest, or appeal the validity, assessment, or amount of these Back Taxes.
2. Owner agrees to pay the Back Taxes to the City Treasurer in accordance with the following installment schedule:
   A. Owner shall pay a non-refundable initial payment of $6,528.19 minimum upon the execution of this Agreement.
   B. The remaining balance shall be paid by Owner paying the past due taxes in full for the year 2025 ninety (90) days after the signing of this Agreement and the past due taxes in full for the year 2024 one hundred eighty (180) days after the signing of this Agreement.
   C. Interest Accrual: Pursuant to New York State Real Property Tax Law and City Code, statutory interest shall continue to accrue on the unpaid principal balance at the legally mandated rate of [1% per month / 12% per annum] until the balance is paid in full.
3. Issuance of Certificate of Occupancy.
   Conditioned upon the execution of this Agreement, the receipt of the Down Payment specified in Section 2, and satisfaction of all standard structural, safety, and building code inspection requirements by the Building Department:

   A. The City shall issue the Conditional Certificate of Occupancy for the Property.

   B. The Certificate of Occupancy shall remain valid only so long as the Owner remains in strict compliance with the payment schedule set forth in Section 2 of this Agreement

   4. Maintenance of Current Taxes

      During the term of this Agreement, Owner strictly agrees to pay all future City, County, and School taxes, water/sewer bills, and municipal assessments levied against the Property before they become delinquent. Failure to pay current obligations as they become due shall constitute an immediate Event of Default under this Agreement.

   5. Events of Default

The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

A. Failure by the Owner to make any installment payment within 10 calendar days of its due date.
B. Failure by the Owner to pay current property taxes or municipal utilities on or before their respective due dates.
C. The transfer, sale, or conveyance of the Property, or any beneficial interest therein, to a third party without the express written consent of the City and the immediate payoff of the remaining balance.

6. Remedies Upon Default

Upon the occurrence of an Event of Default, the City shall have the immediate right to pursue any or all of the following remedies without further notice or demand:

A. Acceleration: The entire remaining balance of the Back Taxes, including all accrued interest and penalties, shall become immediately due and payable.
B. Revocation of Certificate of Occupancy: The City Building Department shall be authorized to immediately suspend or revoke the Certificate of Occupancy issued pursuant to Section 3. The City may order the Property vacated in accordance with applicable local laws and code provisions.
C. Foreclosure and Tax Sale: The City may immediately resume or initiate in-rem tax foreclosure proceedings, tax lien sales, or civil collection actions against the Property and Owner.
D. Recovery of Fees: The City shall be entitled to recover from Owner all reasonable attorney's fees, collection costs, and legal disbursements incurred in enforcing this Agreement.

7. No Waiver

No delay or omission by the City in exercising any right or remedy hereunder shall operate as a waiver of that or any other right or remedy. A waiver by the City of a breach of any provision shall not be construed as a waiver of any subsequent breach.

8. Binding Effect and Transfer of Property

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Owner agrees that this Agreement may be recorded by the City in the Rensselaer County Clerk's Office as a lien and covenant running with the land. If the Property is sold or transferred before the Back Taxes are paid in full, the remaining balance must be paid out of the closing proceeds as a condition of the transfer.

9. Entire Agreement and Modification

This Agreement constitutes the entire understanding between the City and the Owner regarding the subject matter hereof. No modification, amendment, or amendment to this Agreement shall be valid unless executed in writing by both parties.

10. Governing Law

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of New York. Any legal action arising out of this Agreement shall be brought exclusively in a court of competent jurisdiction located within Rensselaer County, New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF RENSSELAER

By: _____

Name: _____

Title: MAYOR

PROPERTY OWNER

By: _____

Name: _____

Title: Owner / Authorized Member

RES 26-

By Alderperson : **Council as a Whole____**

Seconded by Alderperson:

A RESOLUTION APPROVING A REFUND OF AN ERRONEOUSLY IMPOSED RELEVY FEE AND LATE FEE FOR 134 2ND AVENUE

WHEREAS, Ann Nato is the owner of record for the real property located at 134 2nd Avenue, Rensselaer, New York 12144 (Tax Map / SBL No.: 143.84-2-15)and

WHEREAS, a relevy fee in the amount of $250 and a late fee in the amount of $10.88 totaling $260.88 were erroneously assessed and imposed by the City of Rensselaer upon said property; and

WHEREAS, the Water and Sewer Department has reviewed the account records for 134 2nd Avenue, confirmed that the relevy and late fees were imposed in error, and verified that payment in the amount of $260.88 was remitted by or on behalf of the property owner; and

WHEREAS, pursuant to the City of Rensselaer Municipal Code, overpayments and erroneously assessed fees are refundable upon formal authorization and order of the City of Rensselaer Common Council;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Rensselaer hereby approves and authorizes a refund in the total amount of $260.88 (consisting of $250 for the erroneous relevy fee and $10.88 for the erroneous late fee) to Ann Nato, owner of 134 2nd Avenue, Rensselaer, NY 12144; and

BE IT FURTHER RESOLVED, that the City Treasurer and Comptroller are hereby authorized and directed to issue payment in the amount of $260.88 payable to Ann Nato and to adjust all relevant municipal billing and tax records accordingly; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon adoption.

Approved as to form and sufficiency

This day of November, 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

By Alderperson: **Council As A Whole**

Seconded by Alderperson: _____

A RESOLUTION AUTHORIZING USE OF NORTH FIRE STATION FOR ANNUAL TOY DRIVE AND PARADE

WHEREAS, the City of Rensselaer is desirous of allowing the North End Firehouse to be utilized on December 12, 2026, from 2:00PM to 6:00PM for the Rensselaer Professional Firefighters Annual Toy Drive to benefit Concerns-U with Parade to follow, and

WHEREAS, in the spirit of the upcoming Holidays, the goal is to fill a City Fire Engine with as many donated toys as possible, invite ALL fire departments from within Rensselaer County to do the same which will be donated to benefit Concerns-U of Rensselaer, and

WHEREAS, the Rensselaer Professional Firefighters in its Christmas spirit wishes to allow all the children to make a Christmas ornament to keep or help in decorating the Fire Department Christmas Tree.

NOW THEREFORE BE IT RESOLVED, that the North Station Firehouse shall be allowed to be utilized on December 12, 2026, from 2:00PM to 6:00PM to conduct a toy drive to benefit the Rensselaer Concerns-U with Parade to follow.

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 ____ day of November 18, 2026

_____
Corporation Counsel

Approved By:

_____
Mayor

Join the Rensselaer Professional Firefighters

FILL THE FIRE TRUCK EVENT

&

HOLIDAY PICK UP PARADE

Donate a new unwrapped toy to help children in our community experience the joy of the holidays. You can drop off at the North Station, or we will be making stops to collect toys during our 3rd annual holiday parade. Toys collected will go to Rensselaer's Concerns-U

TOY DROP OFF

When: Saturday, December 12th, 2:00 PM - 6:00 PM
Where: Rensselaer Fire Department North Station
2 St. Francis Pl. Rensselaer NY 12144





HOLIDAY PICK UP PARADE

When: Saturday, December 12th Kickoff 6:00 PM @ the North Station
Route: Washington Ave to Broadway, ending at Concerns-U
Toy Pick Up Locations: Washington Ave @ 7th St.
Broadway @ Tracy St.
Broadway @ Harrison Ave.
Rensselaer Boys & Girls Club

Rensselaer Professional Firefighters
For additional info, email: RPFFALOCAL2643@gmail.com
Phone: (518) 928-4762

#15

By Alderperson: **Council as a Whole**

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 $100.00, received from Elizabeth and Gerhard Otto; 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	$223,988.29	$100.00	$224,088.29
	GENERAL FUND REVENUE (A.0000)			
Line Item	Description	Present	Change	Revised
A.0000.2705	Gifts and Donations	$176,718.62	$100.00	$176,818.62

Approved as to form and sufficiency

This ____day of _____, 2026

_____

Corporation Counsel

_____

Mayor

City of Rensselaer, New York

PAYMENT DATE
11/12/2026

COLLECTION STATION
Counter

RECEIVED FROM
Rensselaer Fire Dept

BATCH NO.
2027-04000208

RECEIPT NO.
2027-00004215

CASHIER
treasurer1

ENTRY DATE
11/12/2026 01:14:11 PM

DESCRIPTION
2026 Donation

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
Gifts/Donations	Specific Gifts and Donations 2026 Donation	$100.00

Payments:

Type	Detail	Amount
Check	205	$100.00

Total Cash	**$0.00**
Total Check	**$100.00**
Total Charge	**$0.00**
Total Wire	**$0.00**
Total Other	**$0.00**
Total Remitted	**$100.00**
Change	**$0.00**
Total Received	**$100.00**

Total Amount: **$100.00**

Customer Copy

ELIZABETH A OTTO
GERHARD R OTTO
10 GREGORY CT
RENSSELAER, NY 12144-9496

205

29-7/213
437

Nov 5, 2026
Date

Pay to the Order of Rensselaer Fire Department | $ 100.00

One-hundred and No/100 Dollars

Photo Safe deposit? Click or tap.

Key Select Checking

For Oct 11 2026 - Donation HN Gerhard R Otto

[redacted]



11-5-26

Enclosed please find my check in the amount of $100. Thank you all again for helping my husband, Garland, when he needed help to go to the hospital. Especially a big thank you to David & Josh. All of your people are WONDERFUL!

Thank you,

Betty