

**AGENDA  
REGULAR MEETING OF THE  
MECHANICVILLE CITY COUNCIL  
SENIOR CITIZEN'S CENTER  
178 NORTH MAIN STREET  
MECHANICVILLE, NY  
July 12, 2023**

1. OPEN MEETING: \_\_\_\_\_ P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

MAYOR BUTLER  
COMMISSIONER SEBER  
COMMISSIONER SGAMBATI  
COMMISSIONER HOSLEY

4. ACCEPTANCE OF THE MINUTES OF THE PREVIOUS MEETING ON June 14, 2023

MOVED BY:

SECONDED BY:

AYES:

NAYS:

5. COMMISSIONER REPORTS:

MAYOR'S REPORT & CORRESPONDENCE  
COMMISSIONER SEBER  
COMMISSIONER SGAMBATI  
COMMISSIONER HOSLEY

CHIEF RABBITT  
MFD CHIEF DUNN  
SUPERVISOR RICHARDSON

6. Charter Review Committee Presentation

7. Public Hearing (CDBG Application)

8. Public Comment:

**9. RESOLUTIONS:**

**RESOLUTION 62-2023 Resignation**

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

**RESOLUTION 63-2023 Smart Growth Application**

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

**RESOLUTION 64-2023 Parking Lot Lease**

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

**RESOLUTION 65-2023 Stormwater Drainage Study**

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

**RESOLUTION 66-2023 Full-time Laborer**

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

**RESOLUTION 67-2023 Bus Bid**

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

**RESOLUTION 68-2023 Charter Recommendation on Government Change**

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

**RESOLUTION 69-2023 Payroll and Vouchers**

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

**10. NEW BUSINESS:**

**11. OLD BUSINESS:**

**12. CLOSE MEETING: Time** \_\_\_\_\_

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Roll Call AYES \_\_\_\_\_ NAYS: \_\_\_\_\_

**13. EXECUTIVE SESSION: Time** \_\_\_\_\_

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Roll Call      AYES \_\_\_\_\_      NAYS: \_\_\_\_\_

14. ADJOURNMENT: Time \_\_\_\_\_

Moved by: \_\_\_\_\_      Seconded by: \_\_\_\_\_

Roll Call      AYES \_\_\_\_\_      NAYS: \_\_\_\_\_

**City of Mechanicville  
Treasurer's Report for the Month of June 2023**

	Balance 6/1/2023	Receipts	Disbursements	Balance 6/30/2023
<b>General Fund:</b>				
Checking	3,502,952.83	395,433.75	501,624.40	3,396,762.18
Petty Cash	400.00	0.00	0.00	400.00
<b>Total General Fund</b>	<u>3,503,352.83</u>	<u>395,433.75</u>	<u>501,624.40</u>	<u>3,397,162.18</u>
<b>City Clerk Account</b>	<u>0.00</u>	<u>1,075.00</u>	<u>1,075.00</u>	<u>0.00</u>
<b>Payroll</b>	<u>11,038.60</u>	<u>187,897.68</u>	<u>199,117.04</u>	<u>-180.76</u>
<b>Capital Fund</b>	<u>418,435.40</u>	<u>0.00</u>	<u>14,740.00</u>	<u>403,695.40</u>
<b>Escrow Account</b>	<u>11,781.14</u>	<u>29.53</u>	<u>0.00</u>	<u>11,810.67</u>
<b>Central Ave Drainage Project</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Community Development</b>				
Home Grant Program	0.00	0.00	0.00	0.00
USDA Revolving Loan Funds	78,160.46	666.67	0.00	78,827.13
<b>Total Community Development</b>	<u>78,160.46</u>	<u>666.67</u>	<u>0.00</u>	<u>78,827.13</u>
<b>Total Cash</b>	<u>4,029,633.29</u>	<u>585,102.63</u>	<u>716,556.44</u>	<u>3,898,179.48</u>

**City of Mechanicville  
Treasurer's Report for the Month of June 2023**

	General Fund	City Clerk	Payroll	Capital Fund	Escrow Account	Central Ave Drain	2015 Home Grant	USDA
06/01/2023								
Checking	3,502,952.83	0.00	11,038.60	418,435.40	11,781.14	0.00	0.00	78,160.46
Petty Cash	400.00							
<b>Total</b>	<b>3,503,352.83</b>	<b>0.00</b>	<b>11,038.60</b>	<b>418,435.40</b>	<b>11,781.14</b>	<b>0.00</b>	<b>0.00</b>	<b>78,160.46</b>
Add Cash Receipts:								
Taxes, Penalties & Interest	29,857.79							
School Taxes & Penalties	17,849.87							
Water & Sewer Revenues	45,541.91							
Sales Tax	72,037.00							
State Aid and Grants	149,093.24							
Interest	0.00				29.53			
Transfers	0.00		187,897.68					
Capital Projects	0.00							
BAN/Bond Proceeds								
Other	81,053.94	1,075.00						666.67
<b>Total Cash Receipts</b>	<b>395,433.75</b>	<b>1,075.00</b>	<b>187,897.68</b>	<b>0.00</b>	<b>29.53</b>	<b>0.00</b>	<b>0.00</b>	<b>666.67</b>
Less Cash Disbursements:								
Payrolls	187,897.68		199,117.04					
Checks	309,693.97	1,075.00		14,740.00				
Debt Service Payments	4,032.75							
Transfers								
<b>Total Cash Disbursements</b>	<b>501,624.40</b>	<b>1,075.00</b>	<b>199,117.04</b>	<b>14,740.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Book Balance 6/30/23	3,397,162.18	0.00	-180.76	403,695.40	11,810.67	0.00	0.00	78,827.13
Less: Deposits in Transit	23,383.29	105.00						
Add: O/S Checks	158,239.00	1,075.00	3,571.00	1,803.75				
Bank Balance 6/30/23	3,532,017.89	970.00	3,390.24	405,499.15	11,810.67	0.00	0.00	78,827.13

RESOLUTION NO.: 62-2023

WHEREAS CITY ASSESSOR RACHAEL HOLBROOK was appointed City assessor on March 1, 2013; and

WHEREAS RACHAEL HOLBROOK HAS INFORMED THE CITY of her intention to resign her position effective December 21, 2023;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL accepts the resignation of Rachael Holbrook effective December 21, 2023 and thanks Rachael for her dedication and service to the City.

Introduced By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Mayor Butler \_\_\_\_\_

Commissioner Seber \_\_\_\_\_

Commissioner Sgambati \_\_\_\_\_

Commissioner Hosley \_\_\_\_\_

July 12, 2023

Rachael L Holbrook  
2094 Route 67  
Ballston Spa, NY 12020

06/28/2023

C. Mark Seber  
Commissioner of Accounts  
City of Mechanicville  
35 North Main Street  
Mechanicville, NY 12118

Dear C. Mark Seber :

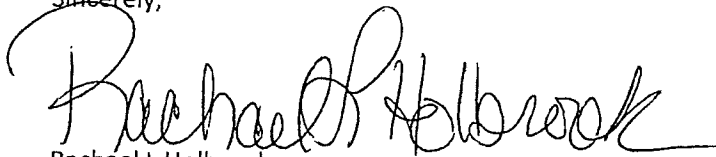
Please accept this as formal notice of my resignation from the position of Assessor for the City of Mechanicville.

Working for the City of Mechanicville has been a wonderful experience that has afforded me many valuable opportunities to learn and grow, I am very grateful to have been part of this organization.

I will continue to perform my Assessment duties until December 21, 2023.

I wish the City of Mechanicville continued growth and success in the future.

Sincerely,

A handwritten signature in black ink that reads "Rachael L Holbrook". The signature is written in a cursive style with a large initial "R" and "H".

Rachael L Holbrook

Assessor



CITY OF MECHANICVILLE - RESOLUTION No.: 63-2023  
DEPARTMENT OF STATE SMART GROWTH COMPREHENSIVE PLANNING GRANT PROGRAM

The City Council of the City of Mechanicville made a motion to adopt the following Resolution:

**WHEREAS**, the City of Mechanicville is applying to the Department of State Smart Growth Comprehensive Planning Grant Program for a project entitled "Comprehensive Plan Update" to be located in the City of Mechanicville.

**WHEREAS**, the applicant municipality may obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located;

**WHEREAS**, the Department of State, pursuant to the Smart Growth Comprehensive Planning Grant regulations requires an applicant to fund up to 10% of the total project cost, pursuant to the grant program;

**WHEREAS**, the City has secured up to 10% of the total project cost, pursuant to the grant program, in cash and in kind services;

**NOW, THEREFORE, BE IT RESOLVED** that the governing board of the City of Mechanicville hereby does approve and endorse the application for a grant under the Smart Growth Comprehensive Planning Grant Program, for a project known as the "Comprehensive Plan Update" and located within this community.

Introduced by: \_\_\_\_\_

Seconded By: \_\_\_\_\_

On the vote:                      Yes                      No                      Abstain                      Absent

Mayor Butler

Commissioner Seber

Commissioner Sgambati

Commissioner Hosley

Adopted:

I hereby certify that the above resolution was adopted by the City Council of the City of Mechanicville at a regularly scheduled City Council meeting held on 7/12/2023 and is on file in the City Clerk's Office.

\_\_\_\_\_

Mark Seber, City of Mechanicville

RESOLUTION NO.: 64-2023

WHEREAS 180 MAIN ST. N HOUSING DEVELOPMENT COMPANY, INC. recently purchased the property located at 180 North Main St. Mechanicville; and

WHEREAS THERE IS AN ADJACENT PARCEL, OWNED BY THE CITY, that has been leased, at a fee of \$1,000.00 per month, by the previous owners for a parking lot for the 180 North Main St. property; and

WHEREAS IT IS THE WISHES OF THE NEW OWNERS TO enter into a new 20 year lease with an additional (2) two ten year options with the City at an annual fee of \$1,000 with a 5% annual increase;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes the Mayor to execute the attached lease agreement with 180 Main St. N Housing Development Company, Inc. for the lease of the aforementioned parcel.

Introduced By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Mayor Butler \_\_\_\_\_

Commissioner Seber \_\_\_\_\_

Commissioner Sgambati \_\_\_\_\_

Commissioner Hosley \_\_\_\_\_

July 12, 2023

## AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, made this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") between the CITY OF MECHANICVILLE, a municipal corporation having its principal office at City Hall, 36 North Main Street, Mechanicville, New York 12118, hereinafter referred to as the Landlord, and 180 Main St N Housing Development Fund Company, Inc., organized pursuant to Article XI of the Private Housing Law and Section 402 of the Not-For-Profit Corporation Law of the State of New York, as amended, with an address c/o Ogden Pond Realty, LLC, 546 Fifth Avenue, 6<sup>th</sup> Floor, New York, NY 10036 ("HDFC") as Nominee for Mid Rise Preservation LLC, a New York limited liability company with an address c/o Ogden Pond Realty LLC, 546 Fifth Avenue, 6<sup>th</sup> Floor, New York, NY 10036 ("Midrise") (with HDFC as Nominee for Mid Rise Collectively referred to as "Tenant").

### WITNESSETH:

Landlord hereby leases to the Tenant and the Tenant hereby hires from the Landlord all that certain premises consisting of a parcel of land and any improvements constructed thereon situated in the City of Mechanicville, State of New York, and more particularly described as the Parking Lot as delineated in the legal description, prepared by C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. dated February 16, 2023, which is attached hereto as Exhibit "A" and made a part hereof for a term of twenty (20) years commencing on the Effective Date. Rent shall be paid annually ("Net Annual Rent"). The initial Net Annual Rent shall be one thousand dollars (\$1,000.00) payable on the Effective Date. Net Annual Rent under this lease shall be payable thereafter on the annual anniversary date of the Effective Date of this lease and shall be increased by five (5%) percent from the Net Annual Rent payable for the prior year. Notwithstanding the foregoing, Tenant shall have a grace period of thirty (30) days on each year's annual rent installment. This lease shall terminate on the twenty year anniversary of the Effective Date unless sooner terminated or extended as provided herein.

The parties hereto, for themselves, their successors and assigns, hereby covenant as follows:

1. Tenant shall pay the rent as provided herein.
2. Tenant shall use and occupy the demised premises for the purpose of maintaining and operating a parking area to service the needs of an adjacent senior citizens housing project located at 180 North Main Street in the City of Mechanicville, New York 12118, and for use by others, including the residents of the City of Mechanicville, for such other uses as may be permitted by the Landlord, and the Landlord hereby warrants, covenants and agrees that the Tenant may use the premises for any and all such uses and purposes. Landlord reserves an easement over the roadway or the leased premises for the purpose of ingress and egress to the adjacent "green area", park.
3. Tenant shall have the option of renewing this Lease for 2 additional 10 year terms upon the same terms and conditions as set forth herein, provided that the adjacent senior citizen building continues to be used and operated as a low income senior citizen housing project pursuant to Department of Housing and Urban Development's rules and regulations. Tenant may exercise each option by giving notice in writing to the Landlord of its election to extend the term hereof at least 10 days prior to the end of the lease term.

4.
  - (a) Tenant, shall have the right to make, at its own cost and expense, leasehold alterations, installments, additions or improvements in or to the demised premises with Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.
  - (b) All work shall be done in good and workmanlike manner and in conformity with the building laws and regulations of the City of Mechanicville, County of Saratoga and State of New York. The Tenant will secure permits for such work when permits are required.
  - (c) The Tenant will not permit any mechanic's, laborer's materialmen's or other liens to stand against the demised premises for any labor or material furnished to the Tenant or claimed to have been furnished to the Tenant, in connection with work of any character performed or claimed to have been performed on said demised premises by or at the direction of sufferance of the Tenant or any person claiming under the Tenant. The Tenant may however, contest the validity of any such lien or claim, provided the Tenant shall give reasonable security to the Landlord as may be demanded by the Landlord to insure payment and to prevent any sale, foreclosure or forfeiture of the demised premises by reason of such nonpayment. Upon a final determination of the validity of any such lien or claim, the Tenant shall immediately pay any judgment or decree rendered with all proper costs and charges and shall cause any such lien to be released of record without cost to the Landlord.
5. Tenant shall at its own cost and expense take good care of the parking area on the demised premises and shall at its own cost and expense keep in good repair and maintain the parking area,, green areas, any benches or other structures erected thereon and electrical systems, all of which upon the termination of this lease shall be turned over and surrendered to the Landlord in good condition.
6. Tenant at its sole expense shall comply with all laws, orders and regulations of Federal, State, County and Municipal Authorities and with the direction of any public officer or officers, pursuant to law, which shall impose or declare any violation, order or duty upon Tenant with respect to demised premises or the sue or occupation thereof.
7. Tenant agrees to pay for the cost of any and all electricity, lights and other services, including snow removal, landscaping and lawn care services, rendered to the demised premises.
8. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Landlord the demised premises in good condition, ordinary wear excepted. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease. If the last day of the term of this lease or any renewal thereof falls on Sunday, this lease shall expire on the business day immediately preceding.
9. Landlord covenants and agrees with the Tenant that upon the Tenant's paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be

observed and performed, the Tenant may peaceably and quietly enjoy, permit the use of the premises hereby demised.

10. If any one or more of the events of default listed in this section shall occur, the Landlord may terminate this lease and cause the term hereof to automatically cease and terminate, provided that the Landlord shall have given the Tenant written notice of the event of default and thirty (30) days shall have passed, without the curing of such event of default by the Tenant, or if such event of default is not reasonable susceptible of cure within such period, the taking of steps by the Tenant to cure such event within the shortest reasonable period of time. In the event of such termination, it shall be lawful for the Landlord at its option to reenter the demised premises by summary proceedings, by any other action or proceeding, by force or otherwise and to have hold, repossess and enjoy them. It shall be an event of default under this lease:

- (a) If the premises are abandoned; or
- (b) If a petition in bankruptcy is filed by the Tenant, if the Tenant is adjudicated a bankrupt after the filing of an involuntary petition in bankruptcy or if the Tenant makes an assignment for the benefit of creditors; or
- (c) If any action or proceeding is commenced for dissolution or liquidation of the Tenant; or
- (d) If a trustee of the Tenant's property is appointed or if a petition is filed by or against the Tenant for reorganization, for arrangement or for any similar relief under the provisions of the present or any future bankruptcy act, except that the Landlord shall not have the option to terminate this lease if the trustee in such reorganization proceeding shall continue to pay the rent and perform all the other obligations of the Tenant provided for in this lease; or
- (e) Upon failure to pay any installment of rent beyond the grace period provided.

11. Tenant, at its sole cost and expense, shall maintain personal injury and property damage liability insurance against claims for bodily injury, death or property damage occurring in or about the demised premises, such insurance to afford to the insureds a minimum protection during the term of this lease of not less than one million dollars (\$1,000,000.00) in respect to bodily injury or death to any one person, of not less than two million dollars (\$2,000,000.00) in respect to any one accident and of not less than five hundred thousand dollars (\$500,000.00) for property damage. Tenant shall furnish Landlord with a copy of its liability insurance policy.

12. The Tenant shall not be responsible for payment during the term of this lease of the annual real property taxes, water and sewer charges and school taxes, if any, assessed against the demised premises or Tenant's leasehold estate. The Tenant shall forward all tax bills, if any, to the Landlord who shall pay such bills directly to the assessing or billing authority.

13. Tenant's respective partners (general or limited), shareholders, directors, members, officers, managers, agents and employees shall be under no personal liability with respect to any of the provisions of this lease and Landlord shall have no cause of action against them to enforce the terms, covenants, conditions, warranties and obligations of Tenant under this lease or to obtain or seek

monetary damages or a deficiency judgment under this lease, and if Tenant is in breach or default with respect to its obligations or otherwise under this lease Landlord shall look solely to the estate of Tenant (or its successors or assignees) in the demised premises and the adjacent senior citizens project.

14. The terms and conditions of this lease shall inure to the benefit of and be binding upon the parties and their successors and assigns.

15. Tenant shall be permitted to assign this lease to any successor owner of the senior citizen housing project located at 180 North Main Street, in the City of Mechanicville, State of New York upon 10 days' notice to Landlord.

16. Whenever a provision is made for any notice or where it is deemed desirable or necessary by either party to give or serve any such notice to the other party, it shall be in writing and served either by: (i) hand delivery against written receipt addressed to the addresses set forth in the preamble of this lease, or (ii) nationally recognized overnight courier providing for written evidence of delivery addressed to the addresses set forth in the preamble of this lease.

17. This lease may be executed in any number of counterparts and by the several parties hereto in separate counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same lease. Signature by facsimile or electronic means shall be valid and enforceable.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have caused this lease to be executed by their respective officers as duly authorized as of the day and year first above written.

CITY OF MECHANICVILLE

By: \_\_\_\_\_  
Michel J. Butler, Mayor

180 Main St N Housing Development Company, Inc.

By: \_\_\_\_\_  
Mark E. Carbone, President

Mid Rise Preservation LLC  
By: Ogden Pond Realty LLC  
By: MEC Acq LLC

By: \_\_\_\_\_  
Mark E. Carbone, Managing Member

[Signature Page to Agreement of Lease – Notary Jurat to Follow]

STATE OF NEW YORK :  
: ss.:  
COUNTY OF SARATOGA :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Hon. Michael J. Butler, Mayor, to me personally known, who being by me duly sworn, did depose and say that he resides in Mechanicville, New York, that he is the Major of the CITY OF MECHANICVILLE, a municipal corporation, being the municipal corporation described in, and which executed the within instrument, that he knows the seal of said municipal corporation, that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Charter of the municipal corporation and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK :  
: ss.:  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscribed, personally appeared Mark E. Carbone, to me personally known, who being by me duly sworn, did depose and say that he resides in New York, New York, that he is the President of 180 Main St N Housing Development Company, Inc., a domestic bot-for-profit corporation, being the corporation described in, and which executed the within instrument, that he knows the seal of said domestic corporation, that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the By-Laws of the corporation and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK :  
: ss.:  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscribed, personally appeared Mark E. Carbone, to me personally known, who being by me duly sworn, did depose and say that he resides in New York, New York, that he is the Managing Member of MEC Acq LLC which is the Managing Member of Ogden Pond Realty LLC which is the Managing Member of Mid Rise Preservation LLC, a domestic limited liability company, being the domestic limited liability company described in, and which executed the within instrument, that he knows the seal of said domestic limited liability company, that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the By-Laws of the limited liability company and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary

Public



**EXHIBIT A**

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

DESCRIPTION  
LANDS NOW OR FORMERLY OF  
THE CITY OF MECHANICVILLE  
TOWN OF STILLWATER, COUNTY OF SARATOGA, STATE OF NEW YORK  
AREA = 1.6± ACRES OF LAND

All that certain tract, piece or parcel of land situate in the City of Mechanicville, County of Saratoga, State of New York, lying generally East of North Main Street, generally North of East Saratoga Avenue and Northwesterly of and adjacent to the Hudson River, and being more particularly bounded and described as follows:

COMMENCING at the point of intersection of the Easterly street boundary of North Main Street with the common division line between the lands now or formerly of Mechanicville Housing Development Fund Company, Inc. and Coleman Family Holdings, LLC as described in Instrument No. 2019005616 on the North and the lands now or formerly of the following eight (8) parties: Michael J. Harrington and Laure A. Harrington as described in Book 1094 at Page 61, Scott Phelps as described in Instrument No. 2013034531, Clyde J. Driggers as described in Instrument No. 2011042383, Patrick J. Baker and Concetta A. Baker as described in Book 1000 at Page 314, Laurence Dengler as described in Instrument No. 2021006825, Patrick J. Baker and Concetta A. Baker as described in Book 1311 at Page 49, Timothy Daigle, Jr. as described in Instrument No. 2021005401, and Karen M. Barton as described in Book 1628 at Page 780, said (8) eight parties being on the South; thence from said point of commencement along said common division line South 73 deg. 49 min. 00 sec. East 475.00 feet to the true Point of Beginning and runs thence from said point of beginning along the division line between the lands now or formerly of the City of Mechanicville as described in Book 1051 at Page 894 on the East and the said lands now or formerly of Mechanicville

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

DESCRIPTION

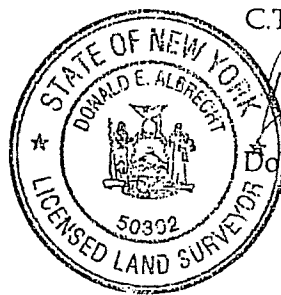
AREA = 1.6± ACRES OF LAND

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Housing Development Fund Company, Inc. and Coleman Family Holdings, LLC on the West, North 14 deg. 24 min. 00 sec. West 289.27 feet to its point of intersection with the division line between the said lands now or formerly of the City of Mechanicville as described in Book 1051 at Page 894 on the South and the lands now or formerly of the City of Mechanicville and Town of Stillwater Industrial Development Agency as described in Instrument No. 2013023219 on the North; thence South 73 deg. 49 min. 00 sec. East along the last mentioned division line 385.83 feet to a point on the Northwestern shore line at high water mark of the Hudson River as field located on December 26, 2018; thence in a Southwesterly direction along said high water mark of the Hudson River, as it winds and turns, to its point of intersection with the first herein mentioned common division line to a point, the tie line for said course being South 34 deg. 46 min. 12 sec. West 262.71 feet; thence along the first herein mentioned common division line North 73 deg. 49 min. 00 sec. West 154.92 feet to the point or place of beginning and containing 1.6 acres of land, more or less.

Subject to any covenants, rights-of-way, easements, or restrictions of record.

February 16, 2023  
DEA/amb  
C.T. Male Project No. 22.2657  
Dwg. No. 22-646



C.T. MALE ASSOCIATES

Donald E. Albrecht, P.L.S.

RESOLUTION NO.: 65-2023

WHEREAS THE CITY OF MECHANICVILLE HAS RECEIVED A CDBG GRANT to perform a Stormwater Drainage Study within the City; and

WHEREAS IT IS A REQUIREMENT OF THE GRANT that the City issues a Request for Qualifications (RFQ) for an engineering firm to perform the Study;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL approves the issuance of an RFQ for the Stormwater Drainage Study. The RFQ will be publically opened in the office of the Commissioner of Accounts on Thursday August 24, 2023 at 10:00AM.

Introduced By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Mayor Butler \_\_\_\_\_

Commissioner Seber \_\_\_\_\_

Commissioner Sgambati \_\_\_\_\_

Commissioner Hosley \_\_\_\_\_

July 12, 2023

RESOLUTION NO.: 66-2023

WHEREAS THE DEPARTMENT OF PUBLIC WORKS (DPW) is in need of a full-time Laborer; and

WHEREAS THE MONEY IS BUDGETED FOR THE POSITION;

NOW THEREFORE BE IT RESOLVED THAT THE Mechanicville City Council authorizes Commissioner Pat Sgambati to hire Travis Lampson as a full-time Laborer at DPW at the rate of \$21.88 per hour, 40 hours per week with all of the benefits as allowed other DPW employees as set forth in the CSEA contract. The appointment takes effect July 13, 2023.

Introduced By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Mayor Butler \_\_\_\_\_

Commissioner Seber \_\_\_\_\_

Commissioner Sgambati \_\_\_\_\_

Commissioner Hosley \_\_\_\_\_

July 12, 2023

RESOLUTION NO.: 67-2023

WHEREAS THE CITY OF MECHANICVILLE DEPARTMENT OF PUBLIC SAFETY is in need of a new BUS;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes a public bid for the bus needed by the City. The Public Bid will be opened publically in the office of the Commissioner of Accounts at 10AM August 3, 2023.

Introduced By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Mayor Butler \_\_\_\_\_

Commissioner Seber \_\_\_\_\_

Commissioner Sgambati \_\_\_\_\_

Commissioner Hosley \_\_\_\_\_

July 12, 2023

RESOLUTION NO.: 68-2023

WHEREAS AT IT'S JUNE 7, 2023 MEETING THE CITY OF MECHANICVILLE CHARTER REVIEW COMMITTEE unanimously adopted a resolution, Res. No. 01-2023, asking the Mechanicville City Council to vote to allow a proposition be placed on the November 7, 2023 General Election ballot which will allow the voters of the City of Mechanicville to decide whether they wish to change the current Commission form of government to a City Council-City Administrator form of government beginning January 1, 2025; and

WHEREAS THE PROPOSITION WILL READ AS FOLLOWS:

CHANGE THE CURRENT COMMISSION FORM OF CITY GOVERNMENT TO A CITY COUNCIL – CITY ADMINISTRATOR FORM OF GOVERNMENT BEGINNING January 1, 2025.

Yes \_\_\_\_\_

No \_\_\_\_\_

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes that the above binding proposition be sent to the Saratoga County Board of Election to be placed on the November 7, 2023 General Election ballot.

Introduced By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Mayor Butler \_\_\_\_\_

Commissioner Seber \_\_\_\_\_

Commissioner Sgambati \_\_\_\_\_

Commissioner Hosley \_\_\_\_\_

July 12, 2023

RESOLUTION NO. 69-2023

Whereas: Payroll, General, Water, Sewer and Capital Project Fund Vouchers Contained Within

PAYROLL	06/22/2023	\$ 94,186.38
PAYROLL	07/06/2023	\$ 81,943.56
		<u>\$ 176,129.94</u>

With an expenditure breakdown by fund as follows:

GENERAL A0 FUND	\$ 343,277.03
WATER FX FUND	\$ 14,833.12
SEWER G0 FUND	\$ 3,372.19
CAPITAL PROJECTS H0 FUND	\$ 14,740.00
PAYROLL TA FUND	\$ 176,129.94
<b>TOTAL</b>	<u><b>\$ 552,352.28</b></u>

Now, therefore be it resolved that said payroll and vouchers are hereby allowed in order to be paid.

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Roll Call:

Mayor Butler	_____
Comm. Seber	_____
Comm. Sgambati	_____
Comm. Hosley	_____

Dated: \_\_\_\_\_ July 12, 2023 \_\_\_\_\_