

**AGENDA
REGULAR MEETING OF THE
MECHANICVILLE CITY COUNCIL
SENIOR CITIZEN'S CENTER
178 NORTH MAIN STREET
MECHANICVILLE, NY
January 11, 2023**

1. OPEN MEETING: _____ P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

**MAYOR BUTLER
COMMISSIONER SEBER
COMMISSIONER JOHNSON
COMMISSIONER SGAMBATI
COMMISSIONER HOSLEY**

4. ACCEPTANCE OF THE MINUTES OF THE PREVIOUS MEETING ON December 14, 2022

MOVED BY:

SECONDED BY:

AYES:

NAYS:

5. COMMISSIONER REPORTS:

MAYOR'S REPORT & CORRESPONDENCE

COMMISSIONER SEBER

COMMISSIONER JOHNSON

COMMISSIONER SGAMBATI

COMMISSIONER HOSLEY

CHIEF RABBITT

MFD CHIEF DUNN

SUPERVISOR RICHARDSON

6. Public Comment:

7. RESOLUTIONS:

RESOLUTION 01-2023 Roberts Rules of Order

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 02-2023 Increase of Wages

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 03-2023 Auctions International Contract

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 04-2023 Public Hearing (Code Changes)

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 05-2023 Stormwater Study

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 06-2023 Water System Improvement

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 07-2023 Payroll and Vouchers

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

8. NEW BUSINESS:

9. OLD BUSINESS:

10. CLOSE MEETING: Time _____

Moved by: _____ Seconded by: _____

Roll Call AYES _____ NAYS: _____

11. EXECUTIVE SESSION: Time _____

Moved by: _____ Seconded by: _____

Roll Call AYES _____ NAYS: _____

12. ADJOURNMENT: Time _____

Moved by: _____ Seconded by: _____

Roll Call AYES _____ NAYS: _____

**City of Mechanicville
Treasurer's Report for the Month of December 2022**

	Balance 12/1/2022	Receipts	Disbursements	Balance 12/31/2022
General Fund:				
Checking	3,028,053.33	848,977.31	1,331,076.30	2,545,954.34
Petty Cash	400.00	0.00	0.00	400.00
Total General Fund	<u>3,028,453.33</u>	<u>848,977.31</u>	<u>1,331,076.30</u>	<u>2,546,354.34</u>
City Clerk Account	<u>0.00</u>	<u>2,802.08</u>	<u>2,802.08</u>	<u>0.00</u>
Payroll	<u>-1,589.66</u>	<u>205,998.08</u>	<u>203,066.36</u>	<u>1,342.06</u>
Capital Fund	<u>1,112,405.22</u>	<u>0.00</u>	<u>140,823.17</u>	<u>971,582.05</u>
Escrow Account	<u>10,379.45</u>	<u>19.83</u>		<u>10,399.28</u>
Central Ave Drainage Project	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Community Development				
Home Grant Program	0.00	0.00	0.00	0.00
USDA Revolving Loan Funds	74,160.40	666.67	0.00	74,827.07
Total Community Development	<u>74,160.40</u>	<u>666.67</u>	<u>0.00</u>	<u>74,827.07</u>
Total Cash	<u>4,230,673.60</u>	<u>1,058,463.97</u>	<u>1,677,767.91</u>	<u>3,611,369.66</u>

**City of Mechanicville
Treasurer's Report for the Month of December 2022**

	<u>General Fund</u>	<u>City Clerk</u>	<u>Payroll</u>	<u>Capital Fund</u>	<u>Escrow Account</u>	<u>Central Ave Drain</u>	<u>2015 Home Grant</u>	<u>USDA</u>
Balance 12/1/22								
Checking	3,028,053.33	0.00	-1,589.66	1,112,405.22	10,379.45	0.00	0.00	74,160.40
Petty Cash	400.00							
Total	3,028,453.33	0.00	-1,589.66	1,112,405.22	10,379.45	0.00	0.00	74,160.40
Add Cash Receipts:								
Taxes, Penalties & Interest	19,634.64							
School Taxes & Penalties	24,919.83							
Water & Sewer Revenues	28,834.75							
Sales Tax	65,925.00							
State Aid and Grants	623,035.18							
Interest					19.83			
Transfers	1,985.08		205,998.08					
Capital Projects								
BAN/Bond Proceeds								
Other	84,642.83	491.00						666.67
Total Cash Receipts	848,977.31	491.00	205,998.08	0.00	19.83	0.00	0.00	666.67
Less Cash Disbursements:								
Payrolls	205,998.08		203,066.36					
Checks	948,557.97	491.00		140,823.17				
Debt Service Payments	176,520.25							
Transfers								
Total Cash Disbursements	1,331,076.30	491.00	203,066.36	140,823.17	0.00	0.00	0.00	0.00
Book Balance 12/31/22	2,546,354.34	0.00	1,342.06	971,582.05	10,399.28	0.00	0.00	74,827.07
Less: Deposits in Transit	1,927.96							
Add: O/S Checks	338,940.79	491.00	9,477.41	47,635.52				
Bank Balance 12/31/22	2,883,367.17	491.00	10,819.47	1,019,217.57	10,399.28	0.00	0.00	74,827.07

Resolution No.: 01-2023

BE IT RESOLVED, that the Special Meetings of the City Council may be called by either two Council Members jointly, or by the Mayor, by giving personal written notice of the time and place of said meeting to each of the Council Members at least 24 hours before said meeting, or by giving written notice by mail to each Council Member at least two (2) business days before said meeting; and

BE IT RESOLVED, that Robert Rules of Order be, and hereby adopted for the rules of procedure for the meetings of the City Council of the City of Mechanicville for the year 2023; and

BE IT RESOLVED, that no ordinances or resolutions shall be introduced to the Council of the City of Mechanicville unless a copy of the resolution or ordinance shall be given to all the Council Members by the Council Member introducing the same at least two (2) business days in advance of the introduction, unless all Council Members waive the aforesaid requirements; and

BE IT RESOLVED, that the City Council meetings are scheduled for the 2nd Wednesday of every month unless announced otherwise; and

BE IT RESOLVED, that the Daily Gazette and The Express be and they are hereby appointed as the official newspapers for the City of Mechanicville for the year 2023; and

BE IT RESOLVED, that TD Bank be and is hereby appointed the official bank of the City of Mechanicville for the year 2023; and

BE IT RESOLVED, that Lyn Murphy is to be and is hereby appointed City Attorney; and

BE IT RESOLVED, that Dr. Stephen Sgambati Jr. be and is hereby appointed the Health Official for the City of Mechanicville, on an as needed basis; and

BE IT RESOLVED, that C. Mark Seber is appointed to the position of Registrar of Vital Statistics for the City of Mechanicville for the year 2023; Emilia Foard appointed to the position of Deputy Registrar of Statistics for the City of Mechanicville for the year 2023; and

BE IT RESOLVED, that Robert Murphy Jr. be and is hereby appointed as City Historian for the City of Mechanicville; and

BE IT RESOLVED, that Bruce Lynch is hereby appointed as the Emergency Management Coordinator.

All terms of office to expire December 31, 2023

Introduced by: _____

Seconded by: _____

Roll Call: Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Sgambati _____

Commissioner Hosley _____

Dated: January 11, 2023

RESOLUTION NO.: 02-2023

WHEREAS, the City Proposed Budget for fiscal year 2023 has included expenditures for salary increases for the Mechanicville City Council, the Mayor, Commissioner of Accounts/City Clerk, Commissioner of Finance, Commissioner of Public Works, and the Commissioner of Public Safety; and

IT IS HEREBY RESOLVED, the Mayor's salary for the year 2023 is established at \$12,546.08 per year effective January 1, 2023; and

IT IS HEREBY RESOLVED, the Commissioner of Accounts/City Clerk salary for the year 2023 is established at \$39,729.24 per year effective January 1, 2023; and

IT IS HEREBY RESOLVED, the Commissioner of Finance salary for the year 2023 is established at \$12,546.08 per year effective January 1, 2023; and

IT IS HEREBY RESOLVED, the Commissioner of Public Works salary for the year 2023 is established at \$52,275.31 per year effective January 1, 2023; and

IT IS HEREBY RESOLVED, the Commissioner of Public Safety for the year 2023 is established at \$12,546.08 per year effective January 1, 2023; and

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Sgambati _____

Commissioner Hosley _____

January 11, 2023

RESOLUTION No. 03-2023

WHEREAS, the Mechanicville City Council of is cognizant of their obligation to be fiscally responsible when determining the appropriate disposition of equipment/material that is no longer of use to the City; and

WHEREAS, the City has consistently sought an effective way to ensure that obsolete equipment/material is disposed of in a manner that garners the most return on the original investment made to obtain the equipment/material; and

WHEREAS, Auctions International uses professional skills, knowledge, and experience to provide on-line auction of equipment/material; and

WHEREAS, the County of Saratoga sent a Request for Proposals on February 10, 2022 for this service and awarded the contract to Auctions International. Most recent contract was signed 3/24/2022; and

WHEREAS, the General Municipal Law permits municipalities to utilize the bids awarded by other municipalities to purchase services;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City Council hereby authorizes the Mayor to enter into a contract with Auctions International to dispose of equipment/materials no longer needed by the City.
2. That the Mayor is hereby authorized to sign any documents necessary to enter a contract with Auctions International.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Sgambati _____

Commissioner Hosley _____

January 11, 2023

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION COUPLED WITH SARATOGA COUNTY ("Piggy-Back")

This Agreement made on ___ / ___ / 20___, between _____, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-Is, Where-Is", subject to the Seller's terms.

The Seller agrees to provide Titles, Keys and all other Proof of Ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and/or provided by electronic means to Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law) . The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The Auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed dates and times. The terms and prices of this contract shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise, and with the Government Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the 'Past Prices' page of the Auctioneer's website.

Purchaser's will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for all older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is NO commission charged to the seller.

The Auctioneer will conduct auction(s) at no-cost to the Seller, provided the Seller takes photos and descriptions of the merchandise, and provides this information to the Auctioneer's staff. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items.

If requested by the Seller, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items, for the following listing fees: Thirty dollar (\$30) fee for each motorized vehicle/equipment, and Five dollar (\$5) fee for each auction lot that is not a motor vehicle. These listing fees will be deducted from the sale proceeds, before final payment is made to Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the renegeing bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, only after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction. At no cost to the seller.

INDEPENDENT STATUS. That during the existence of this agreement, the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

WAIVER. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(X) _____
Seller's Authorizing Signature Printed Name and Agency Title Telephone Number

(X) _____
Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(X) _____
Seller's E-Mail Address

(X) _____
Auctioneer's Signature Auctioneer's Printed Name Seller's County

RESOLUTION NO: 04-2023

WHEREAS THE MECHANICVILLE CITY COUNCIL RECOGNIZES THE NEED for periodic changes to the City Code; and

WHEREAS THE CITY COUNCIL WISHES TO RECEIVE public Input on suggested changes to the City Code from the City Code Enforcement Officer;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL IS SCHEDULING a Public Hearing regarding the proposed Code changes on Wednesday February 8, 2023 at 6PM at the Mechanicville Senior Center 178 North Main St. Mechanicville.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Sgambati _____

Commissioner Hosley _____

January 11, 2023

RESOLUTION NO.: 05-2023

WHEREAS THE CITY OF MECHANICVILLE HAS BEEN AWARDED A \$47,500 grant from the Office of Community Renewal (OCR) to conduct a Stormwater Engineering Report on the City's stormwater system: and

WHEREAS IT IS A REQUIREMENT OF THE GRANT to issue an RFP for Engineering Services to conduct the engineering study;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes a RFP for engineering service to conduct the above mentioned study to be issued.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Sgambati _____

Commissioner Hosley _____

January 11, 2023

Resolution 06-2023
CITY OF MECHANICVILLE
RESOLUTION AUTHORIZING ADDITIONAL ENGINEERING SERVICES FOR THE
NYSEFC FUNDED WATER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, the City of Mechanicville (“City”) has an active NYSEFC funded water system improvements project in Mechanicville, New York (“Project”); and

WHEREAS, additional engineering services have been required for the active construction projects and these services and associated fees will be paid through the NYSEFC loan and grant funding package; and

WHEREAS, Barton and Loguidice, DPC, as City Engineer, has been the engineer of record to date and has completed the required planning, design, permitting, bidding and construction phase services; and

NOW, THEREFORE, BE IT RESOLVED, the City Council approves an agreement with Barton & Loguidice, D.P.C. for these additional construction administration and observation services; and

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

On the motion of _____, seconded by _____, it was adopted by the following vote:

ROLL CALL:

Mayor Mike Butler	_____
Commissioner Mark Seber	_____
Commissioner Keith Johnson	_____
Commissioner Pat Sgambati	_____
Commissioner Fred Hosley	_____

The foregoing resolution was thereupon declared duly adopted.

Dated: _____

I hereby certify that this resolution was adopted on and is recorded in the Meeting Minutes of the City of Mechanicville’s City Council.

Commissioner of Accounts/City Clerk

Barton & Loguidice

January 6, 2023

Hon. Mike Butler, Mayor
City of Mechanicville
36 North Main Street
Mechanicville, New York 12118

Re: Supplemental Proposal for Professional Consulting Engineering Services
NYSEFC Water System Improvements Project
File: 991.017.003

Dear Mayor Butler,

As previously discussed, Barton & Loguidice, D.P.C. (B&L) has provided significant additional effort on behalf of the City during 2022 on the active construction contracts for this project. In particular, additional services were required to close out the SCWA Connection Project (Anjo) and Water Transmission Main Contract (Bellamy). We have also provided additional services as noted below for the SCADA Contract (General Controls System). All of these contracts have been delayed significantly due to a variety of reasons and all have required additional construction administrative and observation efforts.

Scope of Services

Our scope of services included herein are an extension to the services provided in previous supplemental agreements for construction phase services; therefore, they are a continuation of these services. Namely, it is construction administration and observation services for all the active three (3) construction contracts. Two (2) of the contracts have now been completed and the General Controls System contract is still active and we expect it to be completed in Q1 2023.

With regard to improvements at the Water Treatment Plant, our licensed operator, Dan Marshall, has worked extensively with City staff and/or General Controls on a variety of items, including:

- Various punchlist items regarding the Cybersecurity, Factory Talk, raw head pressure issues, head pressure loss across the filter media, alarm conditions, reading of reservoir heights for the upper and lower reservoirs etc.
- B&L called the various M/WBE contractors, met on site with all of them, gathered and reviewed the quotes for the improvements needed for General Controls to add to their change order.

Hon. Mike Butler, Mayor
City of Mechanicville
January 6, 2023
Page 2



- Minor assistance to the City regarding the lead and copper plan and sampling; the replacement of the rotork valve actuators and potentially acquiring new laboratory equipment.

Fee for Services

Barton & Loguidice, D.P.C. proposes to provide the engineering construction phase services described herein for an additional lump sum fee of \$75,000.

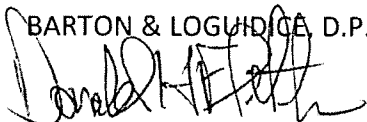
Please note that these fees would be reimbursed to the City through the current NYSEFC grant/loan funding.

Invoices would be prepared monthly in proportion to the percent of scope of services completed as of the date of the invoice. Services beyond those outlined above would be considered an additional service, and would not be completed without prior written City Council authorization.

This project will be completed in accordance with the applicable Terms & Conditions for the New York State Revolving Fund program.

Thank you for this opportunity to be of continued service to the City. Please do not hesitate to contact us should you have any questions regarding this supplemental.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President
DHF/

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the City of Mechanicville to proceed with the services described herein in accordance with the original agreement terms and conditions.

Mike Butler, Mayor
City of Mechanicville

Date

RESOLUTION NO. 07-2023

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

PAYROLL	12/22/2022	\$ 98,061.07
PAYROLL	01/05/2023	\$ 83,917.70
		<u>\$ 181,978.77</u>

With an expenditure breakdown by fund as follows:

GENERAL A0 FUND	\$ 197,838.00
WATER FX FUND	\$ 16,568.53
SEWER G0 FUND	\$ 724.96
CAPITAL PROJECTS H0 FUND	\$ 47,635.52
PAYROLL TA FUND	\$ 181,978.77
TOTAL	<u>\$ 444,745.78</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. Johnson _____
Comm. Sgambati _____
Comm. Hosley _____

Dated: _____ January 12, 2022