

**AGENDA  
REGULAR MEETING OF THE  
MECHANICVILLE CITY COUNCIL  
SENIOR CITIZEN'S CENTER  
178 NORTH MAIN STREET  
MECHANICVILLE, NY  
March 8, 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 February 8, 2023

**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 14-2023 Animal Control Agreement**

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

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

**RESOLUTION 15-2023 DPW Hire (Laborer)**

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

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

**RESOLUTION 16-2023 Code Changes**

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

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

**RESOLUTION 17-2023 Part-time Police Officer**

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

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

**RESOLUTION 18-2023 Part-time Police Officer**

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

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

**RESOLUTION 19-2023 LOSAP**

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

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

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

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

**RESOLUTION 20-2023 Employee Handbook**

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

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

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

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

**RESOLUTION 21-2023 Water Contract**

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

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

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

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

**RESOLUTION 22-2023 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: \_\_\_\_\_

RESOLUTION NO.: 14-2023

WHEREAS THE CITY OF MECHANICVILLE CURRENTLY HAS A contract with the Town of Clifton Park to have access to the Town's Animal Control Officer when the City's Animal Control Officer is unavailable; and

WHEREAS IT IS THE DESIRE OF THE MECHANICVILLE CITY COUNCIL to renew the contract for Animal Control Services from the Town of Clifton Park;

NOW THEREFORE BE IT RESOLVED THAT THE Mechanicville City Council approves the attached contract for the above mentioned service. The fee of the new contract will be \$40.00 per hour which is the same as the expired contract.

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

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

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

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

Commissioner Johnson \_\_\_\_\_

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

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

March 8, 2023

## INTERMUNICIPAL AGREEMENT

**THIS AGREEMENT**, made as of this \_\_\_\_ day of \_\_\_\_\_ by and between the City of Mechanicville, a municipal corporation with offices at 36 North Main Street, Mechanicville, NY 12118 ("Mechanicville") and the Town of Clifton Park, a municipal corporation with offices located at 1 Town Hall Plaza, Clifton Park, New York 12065 ("Clifton Park").

**WHEREAS**, by authority of section 119-o of the General Municipal Law of the State of New York, the parties hereto are enabled to enter into binding agreements for the cooperative performance of various municipal projects, contracts and functions, and

**WHEREAS**, the municipalities of Clifton Park and Mechanicville recognize the benefits to both municipalities that arise from the cooperative provision of services to their residents; and

**WHEREAS**, Clifton Park and Mechanicville wish to renew an Agreement whereby Clifton Park will provide on call and sick/vacation coverage for the Mechanicville Animal Control Department, and

**WHEREAS**, Clifton Park has the personnel and equipment to provide on call and sick/vacation coverage for the Mechanicville Animal Control Department;

**NOW THEREFORE**, the parties agree as follows:

**Section 1.** Clifton Park does hereby agree to provide animal control services for the citizens of Mechanicville consisting of on call coverage on weekends, coverage when Mechanicville Animal Control Department personnel are sick or on vacation, together with such other further times as the parties may agree. Weekend coverage shall generally be considered from 8:00 PM on Fridays to 8:00AM on Monday. Such service shall consist of responding to requests for Animal Control assistance within Mechanicville.

**Section 2.** Clifton Park agrees to provide equipment and manpower necessary for the service described in Section 1 above is extended for the period commencing on January 1, 2023 and ending December 31, 2023.

**Section 3.** It is further agreed by Clifton Park that it shall be responsible for all loss or damage to its own equipment in answering such calls.

**Section 4.** Each municipality shall continue to maintain insurance and hold one another harmless for any and all claims that may arise as a result of the services described herein. The City of Mechanicville shall list Clifton Park Animal Control as an additional insured on its general liability policy for any claims arising out of activity within the City of Mechanicville. Nothing in this agreement shall be deemed to in any way establish an employer/employee relationship. The contract is for services only and no rights or benefits usually conferred to employees of Mechanicville shall be conferred via this contract.

**Section 5.** In return for such service, Mechanicville agrees to pay Clifton Park the amount of forty dollars (\$40.00) per hour when responding for Mechanicville plus the established Federal Government mileage reimbursement rate for each call.

**Section 6.** Clifton Park will provide documentation to Mechanicville for each call responded to in Mechanicville. This documentation will be provided to Mechanicville before any amounts will be paid for the service provided by Clifton Park.


**Section 7.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable that shall not affect the validity or enforceability of any other provision of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

**CITY OF MECHANICVILLE**

BY: \_\_\_\_\_  
Title:

**TOWN OF CLIFTON PARK**

BY:   
Supervisor

RESOLUTION#: 15-2023

**WHEREAS**, the Department of Public Works is in need of a full-time Laborer; and

**WHEREAS**, the money is budgeted for the position; NOW

**THEREFORE, BE IT RESOLVED**, that Mayor Butler is authorized to hire Stephen Doty as a full-time laborer at the rate of \$19.88 per hour at 40 hours per week with all such benefits as allowed to other Department of Public Works employees as set forth in the CSEA contract. Appointment will be effective March 9, 2023.

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

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

ROLL CALL:

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

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

Commissioner Johnson \_\_\_\_\_

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

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

Dated: October 12, 2022



RESOLUTION NO.: 16-2023

WHEREAS, THE MECHANICVILLE CITY COUNCIL HELD A PUBLIC HEARING REGARDING City Code changes on February 8, 2023; and

WHEREAS, one of the recommended changes involved the adoption of the updates recommended by the State of New York; and

WHEREAS, IT IS THE DESIRE OF THE CITY COUNCIL TO amend the City Code to include the attached language;

NOW THEREFORE BE IT RESOLVED THAT THE Mechanicville City Council adopts the attached Code change effective immediately.

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

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

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

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

Commissioner Johnson \_\_\_\_\_

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

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

March 8, 2023

## **SECTION 1. PURPOSE AND INTENT**

This local law provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in the *City of Mechanicville*. This local law is adopted pursuant to section 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, other state law, or other section of this local law, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions this local law.

## **SECTION 2. DEFINITIONS**

In this local law:

"Building Permit" shall mean a permit issued pursuant to section 4 of this local law. The term "Building Permit" shall also include a Building Permit which is renewed, amended or extended pursuant to any provision of this local law.

"Certificate of Occupancy" / "Certificate of Compliance" shall mean a certificate issued pursuant to subdivision (b) of section 7 of this local law.

"City" shall mean the *City of Mechanicville*.

"Code Enforcement Officer" shall mean the Code Enforcement Officer appointed pursuant to subdivision (b) of section 3 of this local law.

"Code Enforcement Personnel" shall include the Code Enforcement Officer and all Inspectors.

"Energy Code" shall mean the State Energy Conservation Construction Code, as currently in effect and as hereafter amended from time to time.

"Inspector" shall mean an inspector appointed pursuant to subdivision (d) of section 3 of this local law.

"Operating Permit" shall mean a permit issued pursuant to section 10 of this local law. The term "Operating Permit" shall also include an Operating Permit which is renewed, amended or extended pursuant to any provision of this local law.

"Order to remedy" shall mean an order issued by the Code Enforcement Officer pursuant to subdivision (a) of section 16 of this local law.

"Permit Holder" shall mean the Person to whom a Building Permit has been issued.

"Person" shall include an individual, corporation, Limited Liability Company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

"Stop Work Order" shall mean an order issued pursuant to section 6 of this local law.

"Temporary Certificate" shall mean a certificate issued pursuant to subdivision (d) of section 7 of this local law.

"Uniform Code" shall mean the New York State Uniform Fire Prevention and Building Code, as currently in effect and as hereafter amended from time to time.

### **SECTION 3. CODE ENFORCEMENT OFFICER AND INSPECTORS**

(a) The office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code and this local law. The Code Enforcement Officer shall have the following powers and duties:

(1) to receive, review, and approve or disapprove applications for Building Permits, *Certificates of Occupancy / Certificates of Compliance*, Temporary Certificates and Operating Permits, and the plans, specifications and construction documents submitted with such applications;

(2) Upon approval of such applications, to issue Building Permits, *Certificates of Occupancy / Certificates of Compliance*, Temporary Certificates and Operating Permits, and to include in Building Permits, *Certificates of Occupancy / Certificates of Compliance*. Temporary Certificates and Operating Permits such terms and conditions as the Code Enforcement Officer may determine to be appropriate;

(3) to conduct construction inspections, inspections to be made prior to the issuance of *Certificates of Occupancy / Certificates of Compliance*, Temporary Certificates and Operating Permits, fire safety and property maintenance inspections, inspections incidental to the investigation of complaints, and all other inspections required or permitted under any provision of this local law;

(4) To issue Stop Work Orders;

(5) To review and investigate complaints;

(6) To issue orders pursuant to subdivision (a) of section 16 (Violations) of this local law;

(7) To maintain records;

(8) To collect fees as set by the City Council of the *City of Mechanicville*;

(9) To pursue administrative enforcement actions and proceedings;

(10) in consultation with this *City's* attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code and this local law, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code or this local law; and

(11) To exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this local law.

(b) The Code Enforcement Officer shall be appointed by the Mayor of the City of Mechanicville. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement

Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

(c) In the event that the Code Enforcement Officer is unable to serve as such for any reason, an individual shall be appointed by the Mayor of the City of Mechanicville to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of his or her appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this local law.

(d) One or more Inspectors may be appointed by the Mayor of the City of Mechanicville to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this local law. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.

(e) The compensation for the Code Enforcement Officer and Inspectors shall be fixed from time to time by the City Council of the *City of Mechanicville*.

#### **SECTION 4. BUILDING PERMITS.**

(a) Building Permits Required. Except as otherwise provided in subdivision (b) of this section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney or flue in any dwelling unit, paving of driveway, installation of a fence. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Code Enforcement Officer.

(b) Exemptions. No Building Permit shall be required for work in any of the following categories:

(1) construction or installation of one story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses) which are used for tool and storage sheds, playhouses or similar uses, provided the gross floor area does not exceed 144 square feet (13.88 square meters);

(2) Installation of swings and other playground equipment associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses);

(3) installation of swimming pools associated with a one- or two-family dwelling or multiple single-family dwellings (townhouses) where such pools are designed for a water depth of less than 24 inches and are installed entirely above ground;

(4) Construction of retaining walls unless such walls support a surcharge or impound Class I, II or IIIA liquids;

(5) Construction of temporary motion picture, television and theater stage sets and scenery;

(7) Installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);

(8) Installation of partitions or movable cases less than 5'-9" in height;

(9) Painting, wallpapering, tiling, carpeting, or other similar finish work;

(10) Installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;

(11) Replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or

(12) repairs, provided that such repairs do not involve (I) the removal or cutting away of a loadbearing wall, partition, or portion thereof, or of any structural beam or load bearing component; (ii) the removal or change of any required means of egress, or the rearrangement of parts of a structure in a manner which affects egress; (iii) the enlargement, alteration, replacement or relocation of any building system; or (iv) the removal from service of all or part of a fire protection system for any period of time.

(c) Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision (b) of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

(d) Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that the intended work complies with all applicable requirements of the Uniform Code and the Energy Code. The application shall include or be accompanied by the following information and documentation:

(1) A description of the proposed work;

(2) The tax map number and the street address of the premises where the work is to be performed;

(3) The occupancy classification of any affected building or structure;

(4) Where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and

(5) at least 2 sets of construction documents (drawings and/or specifications) which (I) define the scope of the proposed work; (ii) are prepared by a New York State registered architect or licensed professional engineer where so required by the Education Law; (iii) indicate with sufficient clarity and detail the nature and extent of the work proposed; (iv) substantiate that the proposed work will comply with the Uniform Code and the Energy Code; and (v) where applicable, include a site plan that shows any existing and proposed buildings and structures on the site, the location of any existing or proposed well or septic system, the location of the intended work, and the distances between the buildings and structures and the lot lines.

(e) Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in paragraph (5) of subdivision (d) of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Code Enforcement Officer in writing or by stamp. One set of the accepted construction documents shall be retained by the Code Enforcement Officer, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the Code Enforcement Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to

commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

(F) Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Officer shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.

(g) Building Permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

(h) Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Code Enforcement Officer of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Code Enforcement Officer determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

(I) Time limits. Building Permits shall become invalid unless the authorized work is commenced within [6] months following the date of issuance. Building Permits shall expire [12] months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Code Enforcement Officer.

(j) Revocation or suspension of Building Permits. If the Code Enforcement Officer determines that a Building Permit was issued in error because of incorrect, inaccurate or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

(k) Fee. The fee specified in or determined in accordance with the provisions set forth in section 17 (Fees) of this local law must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

## **SECTION 5. CONSTRUCTION INSPECTIONS.**

(a) Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an Inspector authorized by the Code Enforcement Officer. The Permit Holder shall notify the Code Enforcement Officer when any element of work described in subdivision (b) of this section is ready for inspection.

(b) Elements of work to be inspected. The following elements of the construction process shall be inspected made, where applicable:

(1) Work site prior to the issuance of a Building Permit;

(2) Footing and foundation;

(3) Preparation for concrete slab;

- (4) Framing;
- (5) Building systems, including underground and rough-in;
- (6) Fire resistant construction;
- (7) Fire resistant penetrations;
- (8) Solid fuel burning heating appliances, chimneys, flues or gas vents;
- (9) Energy Code compliance; and
- (10) A final inspection after all work authorized by the Building Permit has been completed.

(c) Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to where the work fails to comply with the Uniform Code or Energy Code. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

(d) Fee. The fee specified in or determined in accordance with the provisions set forth in section 17 (Fees) of this local law must be paid prior to or at the time of each inspection performed pursuant to this section.

## **SECTION 6. STOP WORK ORDERS.**

(a) Authority to issue. The Code Enforcement Officer is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Officer shall issue a Stop Work Order to halt:

(1) any work that is determined by the Code Enforcement Officer to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(2) any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Officer, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(3) Any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

(b) Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Officer, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

(c) Service of Stop Work Orders. The Code Enforcement Officer shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by [*registered mail / certified mail*]. The Code Enforcement Officer shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by *registered mail / certified mail*, provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

(d) Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder and any other Person performing, taking part in or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order.

(e) Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision (a) of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under section 16 (Violations) of this local law or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

## **SECTION 7. [CERTIFICATES OF OCCUPANCY / CERTIFICATES OF COMPLIANCE]**

(a) *Certificates of Occupancy / Certificates of Compliance* required. A *Certificate of Occupancy / Certificate of Compliance* shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a *Certificate of Occupancy / Certificate of Compliance*.

(b) Issuance of *Certificates of Occupancy / Certificates of Compliance*. The Code Enforcement Officer shall issue a *Certificate of Occupancy / Certificate of Compliance* if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the building, structure or work prior to the issuance of a *Certificate of Occupancy / Certificate of Compliance*. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the *Certificate of Occupancy / Certificate of Compliance*, shall be provided to the Code Enforcement Officer prior to the issuance of the *Certificate of Occupancy / Certificate of Compliance*:

- (1) A written statement of structural observations and/or a final report of special inspections, and
- (2) Flood hazard certifications.

(c) Contents of *Certificates of Occupancy / Certificates of Compliance*. A *Certificate of Occupancy / Certificate of Compliance* shall contain the following information:

- (1) The Building Permit number, if any;
- (2) The date of issuance of the Building Permit, if any;
- (3) The name, address and tax map number of the property;
- (4) if the *Certificate of Occupancy / Certificate of Compliance* is not applicable to an entire structure, a description of that portion of the structure for which the *Certificate of Occupancy / Certificate of Compliance* is issued;
- (5) The use and occupancy classification of the structure;
- (6) The type of construction of the structure;



- (7) The assembly occupant load of the structure, if any;
- (8) If an automatic sprinkler system is provided, a notation as to whether the sprinkler system is required;
- (9) Any special conditions imposed in connection with the issuance of the Building Permit; and
- (10) the signature of the Code Enforcement Officer issuing the *Certificate of Occupancy / Certificate of Compliance* and the date of issuance.

(d) Temporary Certificate. The Code Enforcement Officer shall be permitted to issue a Temporary Certificate allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Officer issue a Temporary Certificate unless the Code Enforcement Officer determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate, may be occupied safely, (2) that any fire- and smoke-detecting or fire protection equipment which has been installed is operational, and (3) that all required means of egress from the building or structure have been provided. The Code Enforcement Officer may include in a Temporary Certificate such terms and conditions as he or she deems necessary or appropriate to ensure safety or to further the purposes and intent of the Uniform Code. A Temporary Certificate shall be effective for a period of time, not to exceed [6] months, which shall be determined by the Code Enforcement Officer and specified in the Temporary Certificate. During the specified period of effectiveness of the Temporary Certificate, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

(e) Revocation or suspension of certificates. If the Code Enforcement Officer determines that a *Certificate of Occupancy / Certificate of Compliance* or a Temporary Certificate was issued in error because of incorrect, inaccurate or incomplete information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.

(f) Fee. The fee specified in or determined in accordance with the provisions set forth in section 17 (Fees) of this local law must be paid at the time of submission of an application for a *Certificate of Occupancy / Certificate of Compliance* or for Temporary Certificate.

## **SECTION 8. NOTIFICATION REGARDING FIRE OR EXPLOSION.**

The chief of any fire department providing fire fighting services for a property within the *City of Mechanicville* shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney or gas vent.

## **SECTION 9. UNSAFE BUILDING AND STRUCTURES**

Unsafe structures and equipment in the *City of Mechanicville* shall be identified and addressed in accordance with the procedures established by Local Law Number 3 of 1991, as now in effect or as amended from time to time.

## **SECTION 10. OPERATING PERMITS.**

(a) Operation Permits required. Operating Permits shall be required for conducting any activity listed in paragraphs (1), (2), or (3) below or operating any type of building or structure listed in paragraphs (4), (5), or (6) below:

(1) manufacturing, storing or handling hazardous materials in quantities exceeding those listed in Tables 5003.1.1(1), 5003.1.1(2), 5003.1.1(3), 5003.1.1(4) of the 2015 edition of the International Fire Code (a publication currently incorporated by reference in 19 NYCRR Part 1225 or its' successors thereto);

(2) hazardous processes and activities, including but not limited to, commercial and industrial operations which produce combustible dust as a byproduct, fruit and crop ripening, and waste handling;

(3) Use of pyrotechnic devices in assembly occupancies;

(4) Buildings containing one or more areas of public assembly with an occupant load of 100 persons or more;

(5) Parking garages as defined in subdivision (a) of section 13 of this local law; and

(6) Buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the City Council of the *City of Mechanicville*.

Any person who proposes to undertake any activity or to operate any type of building listed in this subdivision (a) shall be required to obtain an Operating Permit prior to commencing such activity or operation.

(b) Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.

(c) Inspections. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the subject premises prior to the issuance of an Operating Permit.

(d) Multiple Activities. In any circumstance in which more than one activity listed in subdivision (a) of this section is to be conducted at a location, the Code Enforcement Officer may require a separate Operating Permit for each such activity, or the Code Enforcement Officer may, in his or her discretion, issue a single Operating Permit to apply to all such activities.

(e) Duration of Operating Permits. Operating permits shall be issued for such period of time, not to exceed one year in the case of any Operating Permit issued for an area of public assembly and not to exceed three years in any other case, as shall be determined by the Code Enforcement Officer to be consistent with local conditions. The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application to the Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.

(f) Revocation or suspension of Operating Permits. If the Code Enforcement Officer determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.

(g) Fee. The fee specified in or determined in accordance with the provisions set forth in section 17 (Fees) of this local law must be paid at the time submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

## **SECTION 11. FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS**

(a) Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at the following intervals:

(1) Fire safety and property maintenance inspections of buildings or structures which contain an area of public assembly and all commercial properties shall be performed at least once every twelve (12) months.

(2) Fire safety and property maintenance inspections of buildings or structures being occupied as dormitories shall be performed at least once every twelve (12) months.

(3) Fire safety and property maintenance inspections of all multiple dwellings not included in paragraphs (1) or (2) of this subdivision, and all non-residential buildings, structures, uses and occupancies not included in paragraphs (1) or (2) of this subdivision, shall be performed at least once every twelve (12) months.

(b) Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at any time upon:

(1) The request of the owner of the property to be inspected or an authorized agent of such owner;

(2) receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or

(3) receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist;

provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

(c) OFPC Inspections. Nothing in this section or in any other provision of this local law shall supersede, limit or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator under Executive Law section 156-e and Education Law section 807-b.:

*Notwithstanding any other provision of this section to the contrary:*

*(1) the Code Enforcement Officer shall not perform fire safety and property maintenance inspections of a building or structure which contains an area of public assembly if OFPC performs fire safety and property maintenance inspections of such building or structure at least once every twelve (12) months;*

*(2) the Code Enforcement Officer shall not perform fire safety and property maintenance inspections of a building or structure occupied as a dormitory if OFPC performs fire safety and property maintenance inspections of such building or structure at least once every twelve (12) months;*

*(3) the Code Enforcement Officer shall not perform fire safety and property maintenance inspections of a multiple dwelling not included in paragraphs (1) or (2) of subdivision (a) of this section if OFPC performs fire safety and*

*property maintenance inspections of such multiple dwelling at intervals not exceeding the interval specified in paragraph (3) of subdivision (a) of this section; and*

*(4) the Code Enforcement Officer shall not perform fire safety and property maintenance inspections of a non-residential building, structure, use or occupancy not included in paragraphs (1) or (2) of subdivision (a) of this section if OFPC performs fire safety and property maintenance inspections of such non-residential building, structure, use or occupancy at intervals not exceeding the interval specified in paragraph (3) of subdivision (a) of this section.]*

(d) Fee. The fee specified in or determined in accordance with the provisions set forth in section 17 (Fees) of this local law must be paid prior to or at the time each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by OFPC.

## **SECTION 12. COMPLAINTS**

The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this local law, or any other local law, ordinance or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:

(a) Performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;

(b) if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 16 (Violations) of this local law;

(c) if appropriate, issuing a Stop Work Order;

(d) If a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

## **SECTION 13. CONDITION ASSESSMENTS OF PARKING GARAGES.**

(a) Definitions. For the purposes of this section:

(1) the term "condition assessment" means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;

(2) the term "deterioration" means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;

(3) The term "parking garage" means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:

(I) buildings in which the only level used for parking or storage of motor vehicles is on grade;

- (ii)* an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and
- (iii)* a townhouse unit with attached parking exclusively for such unit;

(4) the term "professional engineer" means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;

(5) The term "responsible professional engineer" means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term "responsible professional engineer" shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.

(6) the term "unsafe condition" includes the conditions identified as "unsafe" in section 304.1.1, section 305.1.1, and section 306.1.1 of the 2015 edition of the International Property Maintenance Code (a publication currently incorporated by reference in 19 NYCRR Part 1226); and

(7) The term "unsafe structure" means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

(b) Condition Assessments – general requirements. The owner operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in subdivision (c) of this section, periodic condition assessments as described in subdivision (d) of this section, and such additional condition assessments as may be required under subdivision (e) of this section. Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared, and provided to the [City / Town / Village], in accordance with the requirements of subdivision (f) of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

(c) Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

(1) New parking garages shall undergo an initial condition assessment following construction and prior to a certificate of occupancy or certificate of compliance being issued for the structure,

(2) Existing parking garages shall undergo an initial condition assessment as follows:

- (I)* if originally constructed prior to January 1, 1984, then prior to October 1, 2019;
- (ii)* if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and
- (iii)* if originally constructed between January 1, 2003 and the effective date of the rule adding this subdivision to 19 NYCRR section 1203.3, then prior to October 1, 2021.

(d) Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed twelve (12) months.

(e) Additional Condition Assessments.

(1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the *City of Mechanicville* shall require the owner or operator of such parking garage to cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.

(2) If the *City of Mechanicville* becomes aware of any new or increased deterioration which, in the judgment of the *City of Mechanicville*, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the *City of Mechanicville* shall require the owner or operator of such parking garage to cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the *City of Mechanicville* to be appropriate.

(f) Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the *City of Mechanicville* within such *time as fixed by the City of Mechanicville or thirty (30) days, whichever is shorter*. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

(1) An evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;

(2) An evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;

(3) An evaluation and description of the unsafe conditions;

(4) An evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;

(5) An evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;

(6) An evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;

(7) The responsible professional engineer's recommendation regarding preventative maintenance;

(8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and

(9) The responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding

the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in his or her professional judgment.

(g) Review Condition Assessment Reports. The *City of Mechanicville* shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the *City of Mechanicville* shall, by Order to Remedy or such other means of enforcement as the *City of Mechanicville* may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (f). All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the *City of Mechanicville* to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

(h) The *City of Mechanicville* shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the *City of Mechanicville* with a written statement attesting to the fact that he or she has been so engaged, the *City of Mechanicville* shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The *City of Mechanicville* shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.

(I) this section shall not limit or impair the right or the obligation of the *City of Mechanicville*:

(1) To perform such construction inspections as are required by section 5 of this local law;

(2) To perform such periodic fire safety and property maintenance inspections as are required by section 11 of this local law; and/or

(3) To take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the *City of Mechanicville* by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

#### **SECTION 14. RECORD KEEPING.**

(a) The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:

(1) All applications received, reviewed and approved or denied;

(2) All plans, specifications and construction documents approved;

(3) All Building Permits, *Certificates of Occupancy / Certificates of Compliance*, Temporary Certificates, Stop Work Orders, and Operating Permits issued;

- (4) All inspections and tests performed;
  - (5) All statements and reports issued;
  - (6) All complaints received;
  - (7) All investigations conducted;
  - (8) All condition assessment reports received;
  - (9) all other features and activities specified in or contemplated by sections 4 through 13, inclusive, of this local law, including; and
  - (10) All fees charged and collected.
- (b) All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

## **SECTION 15. PROGRAM REVIEW AND REPORTING**

- (a) The Code Enforcement Officer shall annually submit to the City Council of the City of Mechanicville a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section 14 (Record Keeping) of this local law and a report and summary of all appeals or litigation pending or concluded.
- (b) The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of this *City* on a form prescribed by the Secretary of State, a report of the activities of this *City* relative to administration and enforcement of the Uniform Code.
- (c) The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, from the records and related materials this *City* is required to maintain, excerpts, summaries, tabulations, statistics and other information and accounts of the activities of this *City* in connection with administration and enforcement of the Uniform Code.

## **SECTION 16: VIOLATIONS**

- (a) Orders to Remedy. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this local law. An Order to Remedy shall be in writing; shall be dated and signed by the Code Enforcement Officer; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this local law; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this local law which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

"The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by \_\_\_\_\_ [*specify date*], which is thirty (30) days after the date of this Order to Remedy."

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period



of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied; and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this local law or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Officer may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Officer shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy. The Code Enforcement Officer shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

(b) Appearance Tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

(c) Civil Penalties. In addition to those penalties prescribed by State law, any Person who violates any provision of the Uniform Code, the Energy Code or this local law, or any term or condition of any Building Permit, *Certificate of Occupancy / Certificate of Compliance*, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law, shall be liable to a civil penalty of not more than \$1,000.00 for each day or part thereof during which such violation continues. The civil penalties provided by this subdivision shall be recoverable in an action instituted in the name of the *City of Mechanicville*.

(d) Injunctive Relief. An action or proceeding may be instituted in the name of the *City of Mechanicville*, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, *Certificate of Occupancy / Certificate of Compliance*, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this local law, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may be commenced in the name of the *City of Mechanicville*, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Corporation Counsel of the *City of Mechanicville*.

(e) Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

## **SECTION 17: FEES**

A fee schedule shall be established by resolution of the City Council of the *City of Mechanicville*. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, *Certificates of occupancy / Certificates of Compliance*, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this local law.

## **SECTION 18. INTERMUNICIPAL AGREEMENTS**

The City Council of the *City of Mechanicville* may, by resolution, authorize the Mayor of the *City of Mechanicville* to enter into an agreement, in the name of the *City of Mechanicville*, with other governments to carry out the terms of this local law, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

## **SECTION 19. PARTIAL INVALIDITY**

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

## **SECTION 20. EFFECTIVE DATE**

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

**CITY OF MECHANICVILLE**

Records

RESOLUTION: 17-2023

**WHEREAS**, The Police Department is in need of a part-time police officer; and

**WHEREAS**, Christopher Alonzo is a certified police officer and has experience in this field and is willing to start immediately; and

**WHEREAS**, after a background investigation and interviews with Chief Rabbitt, and Detective Sergeant Dunn, Chief Rabbitt now recommends the appointment of Christopher Alonzo; NOW

**THEREFORE, BE IT RESOLVED**, that the Mayor is authorized to hire Christopher Alonzo as a part-time police officer, at \$25.00 an hour, effective March 8, 2023.

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

ROLL CALL: Mayor Butler \_\_\_\_\_  
Commissioner Seber \_\_\_\_\_  
Commissioner Johnson \_\_\_\_\_  
Commissioner Sgambati \_\_\_\_\_  
Commissioner Hosley \_\_\_\_\_

Dated March 8, 2023

**CITY OF MECHANICVILLE**

Records

RESOLUTION: 18-2023

**WHEREAS**, The Police Department is in need of a part-time police officer; and

**WHEREAS**, Nicholas Swanson is a certified police officer and has experience in this field and is willing to start immediately; and

**WHEREAS**, after a background investigation and interviews with Chief Rabbitt, and Detective Sergeant Dunn, Chief Rabbitt now recommends the appointment of Nicholas Swanson; NOW

**THEREFORE, BE IT RESOLVED**, that the Mayor is authorized to hire Nicholas Swanson as a part-time police officer, at \$25.00 an hour, effective March 8, 2023.

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

ROLL CALL: Mayor Butler \_\_\_\_\_  
Commissioner Seber \_\_\_\_\_  
Commissioner Johnson \_\_\_\_\_  
Commissioner Sgambati \_\_\_\_\_  
Commissioner Hosley \_\_\_\_\_

Dated March 8, 2023

RESOLUTION NO.: 19-2023

WHEREAS ARTICLE 11-A OF THE NEW YORK STATE MUNICIPAL LAW REQUIRES THAT AS LIST OF MEMBER OF THE Fire Department must be certified under oath by the Fire Department indicating service credit during a calendar year; and

WHEREAS ONCE COMPLETED THE LIST of members must be presented to the City Council for approval of service;

NOW THEREFORE BE IT RESOLVED THAT the Mechanicville City Council herein approves the Volunteer Firefighters Service Award Program list for all 2022 active Volunteer Firefighters of the Fire Department.

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

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

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

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

Commissioner Johnson \_\_\_\_\_

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

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

March 8, 2023

CITY OF MECHANICVILLE FIRE DEPARTMENT  
2022 END OF YEAR REPORT

		END OF YEAR TOTALS - 2022																		
MEMBER NAME	Officer Status	OFFICER POINTS	ALARMS	ALARM POINTS (MAX 25)	DRILLS	DRILL POINTS (MAX 20)	EMS	EMS POINTS (MAX 25)	MISC	MISC POINTS (MAX 15)	DEPT MEETING	DEPT MEETING POINTS (MAX 20)	TRAINING POINTS (MAX 25)	FIRE PREVENTION	FIRE PREVENTION POINTS (MAX 5)	STANDBY	STANDBY POINTS (MAX 20)	TOTAL POINTS	FIRE CALL PERCENT	EMS CALL PERCENT
Alderman, Kevin	N/A	0	9	0	7	7	4	0	4	4	3	3	7	0	0	2	1	19	4.0%	0.7%
Alonzo, Chris	Lieutenant	18	91	25	10	10	52	25	10	10	3	3	10	1	1	1	1	101	40.4%	11.5%
Alonzo, Jeffery	N/A	0	25	25	1	1	5	0	3	3	4	4	2	0	0	0	0	35	11.1%	0.9%
Alonzo, Nick	Captain	19	102	25	21	20	139	25	20	15	0	0	15	2	2	1	1	122	45.3%	26.0%
Amann, George Jr.	N/A	0	39	25	10	10	3	0	4	4	10	10	20	0	0	0	0	69	17.3%	0.6%
Amann, Ludwig	N/A	0	59	25	18	18	5	0	6	6	10	10	22	0	0	0	0	81	30.7%	0.3%
Anaballo, Meri	N/A	0	1	0	3	3	0	0	3	3	9	9	0	0	0	0	0	15	0.4%	0.0%
Bayles, Justin	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%
Belen, John	N/A	0	7	0	17	17	6	0	6	6	6	6	18	0	0	1	1	47	3.1%	1.1%
Bradley, John	N/A	0	49	25	25	20	12	0	8	8	1	1	2	0	0	1	1	87	21.8%	2.2%
Burgess, Michael	Captain	19	12	0	20	20	9	0	4	4	2	2	24	0	0	3	3	72	5.3%	1.7%
Bydank, Stephanie	N/A	0	19	0	1	1	2	0	2	2	2	2	15	0	0	0	0	20	8.4%	0.4%
Callanan, Britton	N/A	0	0	0	0	0	0	0	0	0	5	5	0	0	0	0	0	5	0.0%	0.0%
Casertno, Gerald	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%
Chase, Robert	Fire Police Lieutenant	16	55	25	7	7	4	0	5	5	12	12	0	0	0	0	0	87	28.9%	0.7%
Corrigan, James Jr.	President	15	7	0	3	3	2	0	4	4	9	9	0	0	0	0	1	32	3.1%	0.4%
Cuilla, Timothy	N/A	0	28	25	4	4	1	0	5	5	2	2	15	1	1	1	1	53	12.4%	0.2%
Dessadore, Steve	Trustee	10	47	25	6	6	2	0	4	4	10	10	22	4	4	1	1	82	20.9%	0.4%
DiNallo, Dominick	Trustee	10	43	25	5	5	1	0	3	3	10	10	15	0	0	0	0	68	18.1%	0.2%
Dugan, Joseph	Trustee	10	7	0	4	4	0	0	3	3	12	12	15	0	0	1	1	45	3.1%	0.0%
Dunn, Alex	Assistant Chief	22	39	25	0	0	13	0	4	4	1	1	13	1	1	3	3	88	17.3%	2.4%
Dunn, John Jr.	Safety Officer	15	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	4.4%	0.0%
Dunn, Kris	N/A	0	13	0	6	6	10	0	2	2	0	0	0	0	0	1	1	9	5.8%	1.9%
Dunn, Matthew	Chief	25	71	25	5	5	40	0	9	9	5	5	17	2	2	1	1	89	31.6%	7.5%
Dunn, Nick	Assistant Chief	22	174	25	9	9	164	25	15	15	11	11	2	3	3	2	2	114	59.6%	30.7%
Grassmann, Steven	N/A	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	4.0%	0.0%
Grey, William	N/A	0	25	25	23	20	2	0	4	4	7	7	15	0	0	0	0	71	11.1%	0.4%
Grimaldi, Frank	Vice President	12	8	0	1	1	0	0	4	4	7	7	20	3	3	0	0	47	3.6%	0.0%
Haus, Abigail	N/A	0	7	0	10	10	3	0	8	8	0	0	8	0	0	1	1	35	3.1%	0.6%
Higgins, Justin	Lieutenant	16	88	25	15	15	85	25	11	11	2	2	15	0	0	0	0	100	39.1%	15.9%
Hipwell, Timothy	N/A	0	43	25	7	7	3	0	2	2	6	6	20	0	0	0	0	60	19.1%	0.8%
Hollenbeck, Andrew	N/A	0	129	25	26	20	60	25	11	11	7	7	0	0	0	3	3	177	57.3%	11.2%
Hollenbeck, Joseph	N/A	0	24	25	8	8	18	0	8	8	4	4	0	0	0	1	1	44	10.7%	3.4%
Horn, Donald Jr.	Captain	19	47	25	15	15	11	0	9	9	8	8	0	0	0	5	5	107	20.9%	2.1%
Johnson, Seth	N/A	0	14	0	23	20	11	0	2	2	1	1	6	0	0	0	0	29	8.2%	2.1%
Jones, Amy	N/A	0	0	0	11	11	4	0	2	2	0	0	15	0	0	0	0	28	0.0%	0.7%
Jones, Ronald	N/A	0	7	0	10	10	4	0	1	1	0	0	0	0	0	0	0	21	3.1%	0.7%
Julian, Cody	N/A	0	8	0	2	2	0	0	0	0	0	0	0	0	0	0	0	2	2.7%	0.0%
Kohls, Josh	Secretary	12	18	0	0	0	3	0	0	0	12	12	12	0	0	0	0	36	8.0%	0.6%
LaJurett, Justin	N/A	0	34	25	3	3	4	0	0	0	0	0	2	0	0	0	0	30	15.1%	0.7%
Landy, Edward	N/A	0	0	0	0	0	0	0	2	2	9	9	15	0	0	0	0	26	0.0%	0.0%
Landy, Matthew	N/A	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2	0.0%	0.0%
Lazar, Joseph	N/A	0	20	0	21	20	9	0	4	4	1	1	6	0	0	0	0	31	8.9%	1.7%
Lemrow, Robert	N/A	0	35	25	18	16	39	0	10	10	11	11	0	0	0	0	0	82	15.6%	7.3%
Lynch, Bruce	N/A	0	2	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2	0.9%	0.0%
Mackenzie, Cameron	N/A	0	3	0	19	19	3	0	2	2	1	1	2	0	0	0	0	24	1.3%	0.6%

McClements, Jason	Lieutenant	16	28	25	10	10	16	0	6	6	4	4	13	2	2	1	1	77.5%	11.6%	3.0%
McGuire, Austin	N/A	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	1	0.0%	0.0%
Mellon III, James	N/A	0	43	25	6	8	19	0	1	1	0	0	10	0	0	1	1	43	19.1%	3.6%
Morrell, Vincent	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%
Murphy, Kelsey	N/A	0	5	0	3	3	19	0	3	3	4	4	0	1	1	0	0	11	2.2%	3.6%
Palmeri, Robert Jr.	Chaplain	5	4	0	0	0	0	0	7	7	9	9	15	0	0	0	0	36	1.6%	0.0%
Palmeri, Vincent	Safety Officer	15	6	0	4	4	0	0	1	1	8	8	15	0	0	0	0	43	2.7%	0.0%
Park Christian	N/A	0	48	25	0	0	2	0	0	0	0	0	0	0	0	0	0	25	21.3%	0.4%
Puqless, John	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%
Rocco, Anthony	Fire Police Captain	19	37	25	5	5	0	0	9	9	12	12	22	1	1	0	0	0	0.0%	0.0%
Rydinsky, Allen	Treasurer	12	4	0	1	1	0	0	3	3	12	12	15	0	0	0	0	43	1.8%	0.0%
Schaeffer, Frank	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%
Schmidt, Johanna	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%
Schmidt, Johanna	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0.0%
Sqamba, Patrick	N/A	0	57	25	4	4	6	0	2	2	5	5	4	0	0	0	0	43	25.3%	1.1%
Sqamba, Steve	Trustee	10	27	25	1	1	1	0	2	2	2	2	10	17	0	0	0	65	12.0%	0.2%
Snyder, Patricia	N/A	0	33	25	10	10	60	25	2	2	2	2	2	0	0	1	1	67.5%	14.7%	11.2%
Thompson, James	N/A	0	22	0	4	4	0	0	3	3	8	9	17	0	0	0	0	20	4.9%	0.0%
Tironi, Carl	N/A	0	11	0	3	3	0	0	2	2	8	8	6	0	0	1	1	34	9.8%	0.0%
Tironi, Lydia	N/A	0	3	0	1	1	0	0	4	4	10	10	2	0	0	0	0	17	1.3%	0.0%
Turner, Ethan	N/A	0	43	25	24	20	84	25	6	6	1	1	0	0	0	0	0	77.5%	19.1%	12.0%
Vandetta, Nicholas	N/A	0	2	0	8	8	1	0	0	0	0	0	0	0	0	0	0	6	0.9%	0.2%
Wertman, Adam	N/A	0	52	25	2	2	20	0	8	8	1	1	19	0	0	2	2	67.5%	23.1%	3.7%
Wheeler, Charles Jr.	N/A	0	102	25	16	16	71	25	11	11	7	7	15	0	0	4	4	103.5%	45.1%	13.3%
Wheeler, Christina	N/A	0	2	0	0	0	0	0	4	4	6	8	15	0	0	0	0	25	1.8%	0.0%
Wheeler, Kimberly	N/A	0	2	0	0	0	0	0	9	9	8	8	15	0	0	1	1	23	0.9%	0.0%
Young, Alicia	N/A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0.0%	0.0%

TOTAL NUMBER OF FIRE CALLS TO DATE FOR 2022	225
TOTAL NUMBER OF EMS CALLS TO DATE FOR 2022	535

Note: Maximum point accrual for a Firefighter is 155 and up to 180 points for Officers

TOTAL NUMBER OF EMS CALLS TO DATE FOR 2022	760
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POSTING DATE 3/6/2023

RESOLUTION NO.: 20-2023

WHEREAS THE CITY OF MECHANICVILLE HAS reviewed its Employee Handbook;  
and

WHEREAS AS A RESULT OF THE REVIEW there are changes that are to be made  
to the Employee Handbook;

NOW THEREFORE BE IT RESOLVED THAT the Mechanicville City Council adopts  
the attached changes to the City of Mechanicville Employee Handbook.

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

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

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

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

Commissioner Johnson \_\_\_\_\_

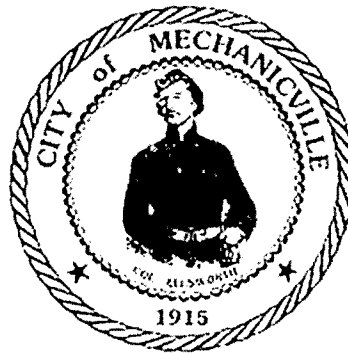
Commissioner Sgambati \_\_\_\_\_

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

March 8, 2023



# City of Mechanicville



## Employee Handbook

*City of Mechanicville  
Employee Handbook*

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## **INTRODUCTION**

### **101 The Purpose of this Handbook**

The purpose of this Handbook is to communicate the City of Mechanicville's personnel policies and practices to all employees **and Elected Officials**. It is extremely important that each employee understand the policies that relate to **rules, regulations, procedures, practices, work standards, employment classifications, compensation, and benefits**. **This Employee Handbook is not a contract of employment, express or implied, and should not be construed as such. That is, employment can be terminated at any time at the will of either the employer or the employee; subject only to such procedural requirements as may be specified pursuant to New York State Civil Service Law, City Law, collective bargaining agreement, or any other applicable law, rule, or regulation.**

**Previous Personnel Policies - Unless otherwise specified, the provisions and policies contained in this Employee Handbook are intended to supersede any and all prior personnel manuals, guidelines or related policies issued by the City concerning all policies contained herein.**

**Collective Bargaining Agreements - In the event an expressed and explicit provision set forth in a collective bargaining agreement between the City of Mechanicville an employee organization as defined by the Public Employees' Fair Employment Act (Taylor Law) should conflict with an employee benefit, personnel policy, personnel procedure, or other provision set forth in this Employee Handbook, the expressed and explicit provision of the collective bargaining agreement will control. Otherwise, unless expressly excluded herein, this Employee Manual will be applicable to all employees.**

**Police Department - For the purposes of some of the policies stated in the Employee Handbook, the City of Mechanicville Police Department has the authority to promulgate its own policies and procedures. If a policy stated in the Employee Handbook differs from a rule, regulation or policy established by the Police Department, the latter shall supersede.**

**Questions - Any questions regarding any topic covered in the is Employee Handbook should be directed to the appropriate Department Head or the Human Resources Administrator.**

**To the extent that any provision set forth in this handbook is contrary to or inconsistent with any provision set forth in an employee's collective bargaining agreement, the terms and conditions set forth in the collective bargaining agreement shall control.**

## 102 Definitions

1. City of Mechanicville – For purposes of this Handbook, the term “City of Mechanicville” shall mean and refer to the “employer”. Throughout this Handbook, the “City of Mechanicville” will be referred to as the “City of Mechanicville” or the “City”.
2. City Council – For purpose of this Handbook, the term “City Council” shall mean and refer to the “City of Mechanicville City Council”.
3. Department Head – For purpose of this Handbook, the term “Department Head” shall mean the elected or appointed Commissioner or other official in charge of any department, agency, or unit of government in the City of Mechanicville. This will also apply if such individual is acting in the position of Department Head as defined herein.
4. Supervisor – For purposes of this Handbook, the term “Supervisor” shall mean the Deputy Commissioner, Chief, or other individual to whom the employee is responsible. This will also apply if such individual is acting, temporary or provisional in the positions of Supervisor as defined herein.
5. Employee – *For the purposes of this Employee Handbook “employees” will mean a person employed by the City, including, but not limited to, an appointed official, an appointed member of a board or commission, Department Head, Managerial employee, confidential employee, supervisory employee, provisional employee, probationary employee, temporary employee, seasonal employee, or trainee, but not an independent contractor.*
6. Civil Service Law – *For purposes of this Employee Handbook, “Civil Service Law” shall mean the New York State Civil Service Law and shall include the City Of Mechanicville Municipal Civil Service Rules and Regulations.*

## 103 Employee Classifications

For purposes of this Employee Handbook, the following terms shall be defined as indicated. The definition provided for each of these terms applies only within the context of this Employee Handbook. The meaning and use of these terms or similar terms may be different in the context of Civil Service Rules or a collective bargaining agreement.

Full-Time Employees - For purposes of this Employee Handbook, the term “full-time employee” will mean an employee who is regularly scheduled to work a minimum of thirty hours per week.

Part-Time Employees - For purposes of this Employee Handbook, the term “part-time employee” will mean an employee who is scheduled on a regular and on-going basis to work twenty-nine hours or less per week.

Temporary Employees - For purposes of this Employee Handbook, the term “temporary employee will mean an employee who is employed on an interim or sporadic basis, or who is employed to work on a special, emergency, or on-call basis for a specified period consistent with the Civil Service Law as applicable.

*In accordance with the rules set forth by New York State and Local Retirement System, temporary employees who are employed full-time for a period greater than one year will be required to join.*

*Temporary employees may be granted additional benefits, not normally offered to temporary employees, if required by grant monies received by the City.*

*Seasonal Employees - For purposes of this Employee Handbook, the term "seasonal employee" will mean an employee who is employed to work for a given season or portion thereof.*

*FLSA Non-Exempt Employees - For purposes of this Employee Handbook, the term "FLSA non-exempt employee" will mean a covered employee who is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.*

*FLSA Exempt Employees - For purposes of this Employee Handbook, "FLSA exempt employee" will mean a covered employee who qualifies for an exemption from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), or an employee who is not covered under the FLSA.*

#### 104 Changes or Modifications

*The City of Mechanicville reserves the right to interpret, change or modify any section of this Handbook. The employee benefits, personnel policies, procedures and rules of this manual will remain in effect until they are changed.*

*Rights of the City Council - The City Council reserves the right to interpret, change, modify, or eliminate any provision contained in this Handbook.*

*Governmental Actions - This Employee Handbook is subject to alteration by resolutions of the City Council, changes in City and/or department rules, or changes in federal, state or local statutes, rules or regulations. (This is not meant to be a comprehensive list).*

*Statutes, Laws and Ordinances - In the event a federal or state statute or a City Law or ordinance should conflict with any provision contained in this Employee Handbook, then such statute, law or ordinance will prevail.*

## **EMPLOYMENT MATTERS**

### **201    *Employment at Will***

This Employee Handbook is not a contract of employment and does not alter the employment-at-will relationship under State law where applicable. Any employee may terminate his or her employment with the City of Mechanicville, at any time without any reason. In addition, the City of Mechanicville may terminate the employment of any employee at any time. Such termination must be in accordance with applicable collective bargaining agreements and the Civil Service System.

### **202    *Personnel Files***

The City has an Official Personnel File on every employee. These files are kept in the Department of Accounts and are controlled and maintained by the Commissioner of Accounts. All original documents, except for documents relating to an employee's medical condition, history, or drug testing must be part of the employee's Official Personnel File.

The Personnel File contains a variety of personnel related forms and records and may be reviewed by making a request to the Commissioner of Accounts. Some of these forms and records include, but are not limited to: The Civil Service Employment Application, Report of Personnel Change Forms (MSD-429), Federal and State Withholding Tax Forms, Immigration Form I-9, Retirement Enrollment/Waiver Forms, Health and Dental Insurance Enrollment Forms and Civil Service Probationary Reports (MSD 427).

### **203    *Changes in Status***

Employees are responsible for keeping the information in their Personnel File up to date. Change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations and individuals to notify in case of emergency are very important for insurance, retirement and tax purposes and must be reported immediately. Please notify your department head when changes occur in any of these or other matters.

### **204    *Driver's Licenses***

Any employee who is required to drive either a City owned vehicle or his/her own vehicle to conduct business on behalf of the City, must possess at the time of appointment, and must maintain throughout employment, a valid New York State Driver's License. This includes bus drivers employed by the Public Safety Department. In addition, employees of the Public Works Department employed in every job title, except that of Laborer must possess and maintain throughout employment, a valid New York State C.D.L. Class B Driver's License with appropriate endorsements.



All levels of driver's licenses must be free from major infractions and acceptable to the City's insurance carrier. It is the employee's responsibility to notify his or her department head of any violations or change in status of driver's license. Proof of this license may be required upon hiring and as requested throughout employment. Loss or change in the status of a driver's license may have an effect on your employment with the city.

### **205    *The Americans with Disabilities Act (ADA)***

The City of Mechanicville does not discriminate against qualified individuals with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires. It is our policy to hire, promote, and maintain terms, conditions and privileges of employment in a manner which does not discriminate on the basis of a qualified individual's disability.

### **206    *Equal Employment Opportunity***

The City of Mechanicville is an Equal Opportunity Employer. We do not discriminate on the basis of age, race, creed, color, national origin, religion, sexual orientation, military status, sex disability, predisposing genetic characteristics, marital status, domestic violence victim status, or any other legally protected status pursuant to the New York State Human Rights Law and all other applicable federal, state, and local laws.

This policy applies to all terms and conditions of employment, including, but not limited to hiring, placement, promotion, termination, layoff, transfer, leave of absence, compensation and training, subject to and including the particular bargaining unit agreements. Discrimination based on any of the above groups is strictly prohibited. Any employee who engages in such conduct is subject to appropriate disciplinary action in accordance with appropriate collective bargaining agreements and/or Civil Service Law (Section 75).

We encourage employees to bring any perceived violation of this policy to the attention of your department head immediately. If you are unable to discuss this matter with your department head, take your complaint directly to your supervisor, who will bring the matter to the Mayor and the City Council. All complaints of discrimination will be investigated discreetly and promptly.

### **207    *Fair Treatment Policy***

It is our policy to treat all employees with fairness, respect and dignity. We will not tolerate harassment or discrimination of any kind in the workplace.

If you believe you have encountered any kind of harassment or discrimination in the workplace, please advise your department head immediately. If you are unable to report this matter to your department head, take your complaint directly to your supervisor who will bring this matter to the Mayor and the

City Council. All reports will be investigated promptly and your employment will not be affected by bringing this matter to our attention.

## **208 Sexual Harassment**

While all forms of harassment are prohibited, the City of Mechanicville has an explicit policy prohibiting the sexual harassment of its employees. Specifically, sexual harassment means unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature when any/all of the following conditions exist:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- When submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- Such conduct has the purpose or effect of interfering unreasonably with an individual's work performance or is creating an intimidating, hostile, or offensive working environment.

The City has the responsibility to maintain a workplace free of any form of sexual harassment. As such, we will not tolerate any actions by department heads or supervisory staff that threatens or insinuates, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

The responsibility for maintaining a workplace free of any form of sexual harassment is not limited to department heads or supervisory staff. All employees are prohibited from engaging in conduct including, but not limited to:

- Sexual flirtations, touching, advances, or propositions;
- Verbal abuse of a sexual nature (e.g., swearing, jokes or comments of a sexual nature, etc.);
- Graphic or suggestive comments about an individual's dress or body;
- Using sexually degrading words to describe an individual, and/or;
- Displaying sexually suggestive objects or pictures in the workplace, including photographs, postcards or posters.

If you believe that you have experienced or witnessed sexual harassment in the workplace, you have a responsibility to report that behavior to your department head immediately. If you are unable to discuss this matter with your department head, take your complaint directly to your supervisor who will bring the matter to the Mayor and the City Council. All complaints of harassment will be investigated discreetly and promptly. Any employee, supervisor, or department head that, after investigation, is found to have engaged in sexual harassment will be subject to appropriate disciplinary action in accordance with Civil Service Law (Section 75).

Any employee who reports sexual harassment activities will not suffer adverse employment consequences as a result of a complaint.

### **Position Categories and Union Representation**

The City recognizes two collective bargaining units:

1. The Mechanicville Police Benevolent Association (PBA)
2. The Civil Service Employees Association, Inc. (CSEA)

The employees/positions that are represented by each of the collective bargaining units are as follows:

1. The Mechanicville Police Benevolent Association (PBA) – Represents employees in the following positions:
  - Police Officer (Full-time and Part-time)
  - Police Sergeant
  - Police Lieutenant
  - Investigator
2. The Civil Service Employees Association, Inc. (CSEA) – Represents all full-time and part-time employees in the Department of Public Works, excluding officials and the City Engineer. This includes the following positions:
  - Automotive Mechanic
  - Heavy Equipment Operator
  - Laborer
  - Motor Equipment Operator
  - Water Maintenance Worker
  - Water Superintendent
  - Water Treatment Plant Operator
  - Working Supervisor

The City positions that are not represented by a collective bargaining unit fall under one of seven (7) categories listed below:

1. Elected Officials
2. Management/Administration
3. Clerical
4. Seasonal
5. Members of Boards/Commissions (Paid)
6. Members of Boards/Commissions (Volunteers)

## 7. Miscellaneous City Officials (Paid)

Job titles that fall under each of these categories are as follows:

### 1. Elected Officials

- Mayor
- Commissioner of Accounts
- Commissioner of Finance
- Commissioner of Public Safety
- Commissioner of Public Works

### 2. Management

- Assessor
- City Attorney
- City Engineer
- Deputy Commissioner of Accounts
- Deputy Finance Commissioner
- Deputy Public Safety Commissioner
- Deputy Fire Chief
- Assistant Fire Chief
- Fire Chief
- Police Chief
- Youth Commission – Program Coordinator

### 3. Clerical

- Clerk
- Receptionist
- Secretary to the Civil Service Commission
- Typist

### 4. Seasonal

- Recreation Supervisor/Leader

### 5. Members of Boards/Commissions (Paid)

- Members – Civil Service Commission
- Members – Board of Assessment Review

### 6. Members of Boards/Commissions (Volunteer)

- Board of Park Commissioners
- Planning & Zoning Board
- Traffic Commission

7. Miscellaneous City Officials (Paid)

- Animal Control Officer
- Building and Fire Code Inspector
- City Historian
- Health Officer
- Jail Matron

8. Miscellaneous Paid Employees

- Bus Drivers

**301 Union Contract**

Your union contract contains provisions regarding a number of different items including: overtime and compensatory time provisions, salary schedules, health and dental insurance, vacation, holiday, sick, personal and bereavement leave allowances, and grievance procedures. If your position is represented by a collective bargaining agreement, you should obtain a copy of the agreement from your union representative.

**302 Grievance Procedures**

In order to promote a harmonious and cooperative relationship between employees, department heads and members of the City Council which will enhance the operation of the City, each union contract contains a grievance procedure. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner, and resolution of differences at the earliest possible stage is encouraged.

All grievances and response thereto shall be in writing, signed by the party asking same, and attached to one another so as to constitute a complete file. Each collective bargaining agreement contains its own steps to follow in the resolution of a grievance. For further information regarding these procedures, please consult your union contract.

**Grievance Procedures for CLERICAL Employees:**

The following Grievance Procedure has been established for full-time permanent CLERICAL employees not covered under a union contract.

**Definitions:**

1. **Employee** – Under the terms of this procedure, shall mean any person employed by the City on a full-time permanent basis in a Job Title not represented by a Union.

2. **Mayor** – Under the terms of this procedure, shall mean the elected Mayor of the City of Mechanicville.
3. **Department Head** – Shall mean the elected official in charge of any department, agency, or unit of government in the City. This will also apply if such individual is acting in the position of Department Head as defined.
4. **Immediate Supervisor** – Shall mean the Deputy Commissioner, ranking officer or other individual to whom the employee is responsible. This will also apply if such individual is acting, temporary or provisional in the position of Supervisor as defined herein.
5. **Grievance** – Shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations or policies which relate to or involve the employee in the exercise of the duties assigned. A grievance shall not be construed to relate to, nor shall any grievance claim be permitted concerning salary or other amount of basic compensation fixed by the City Board by budget action or other resolution or Local Law except for administrative errors.

Procedures:

Step 1

The aggrieved employee, within ten (10) working days of when the employee knew or should have known of the events giving rise to the grievance, shall present the grievance to his/her Department Head in writing. The immediate Department Head shall attempt to resolve the grievance and present his/her decision in writing to the employee within ten (10) working days.

**Operational Policies**

**401 Work Day and Work Week Schedules**

The normal work day and work week for full-time employees is dependent upon the department and category that their position falls under. The following chart illustrates the various work day and work week schedules that exist in the City.

<b>Department</b>	<b>Category</b>	<b>M-F 9AM-4PM</b>	<b>M-F 7 AM-3:30 PM</b>	<b>M-F 7:30AM-4:00 PM</b>	<b>Sun-Sat 24 hrs.</b>
City Hall	All	30 hrs.			
Police	PBA				40 hrs.
Public Works Building/Code Enforcement	CSEA		40 hrs.		
				40 hrs.	

\*Employees of the Police Department work a basic work week of forty (40) hours. In view of the requirements that the City be protected twenty-four (24) hours per day, seven (7) days per week, the

Police Department shall schedule assignments and tours of duty to provide maximum coverage with a minimum of inconvenience to personnel. Police officers work one of the following eight (8) hour tours of duty:

A-Tour	12:00 am – 8:00 am
B-Tour	8:00 am – 4:00 pm
C-Tour	4:00 pm – 12:00 am

### **Emergency Situations**

**Closing Procedures - In the event that extraordinary weather conditions or other emergencies develop prior to the beginning of the workday, the Mayor may authorize the delayed opening or full-day closure of non-emergency operations, or, if extraordinary weather conditions or other emergencies develop during a workday, the Mayor may direct that certain employees who perform non-essential services leave work, in accordance with the City's Emergency Management Plan.**

**In the event of an emergency delay, an employee will be expected to arrive at the delayed start-time, initiated by the Mayor, and stay until the end of the normally scheduled workday.**

**Payment of Wages - Employee pay will not be affected by an emergency closing regardless of whether or not the closure is announced prior to the start of the workday or during the workday.**

**Inclement Weather - Employees are expected to report to work and remain at work during inclement weather conditions unless otherwise notified by the City. Employees should use their own discretion in determining whether they can commute safely to work due to inclement weather. When the Mayor has not officially shut down operations, an employee who does not report to work or request to arrive at work late or leave work early due to inclement weather must obtain authorization from his or her Department Head prior to doing so. The employee must use paid vacation or personal leave, if available, or take the time off without pay.**

### **402 Breaks**

1. Lunch Breaks – Employees are entitled to unpaid lunch breaks as follows:

City Hall Employees	–	sixty (60) minutes
Public Works Employees	–	thirty (30) minutes
2. Coffee Breaks – Full-time CSEA employees are entitled to one (1) fifteen (15) morning minute break per day. The calculation of the fifteen (15) minutes begins when the employee stops work. Any time spent traveling to and from a break site is included in the fifteen (15) minutes.

### **403 Travel and Clean-up Periods (Department of Public Works)**

Employees in the Department of Public Works are allowed a period, not to exceed fifteen (15) minutes, immediately prior to the end of each work period for purposes of traveling from a work site to the Public Works facility and performing any necessary clean-up.

#### **404 Overtime, Compensatory Time, Holiday Pay**

It is the City's policy to request and/or authorize overtime only when absolutely necessary.

##### Union Employees

Employees covered by a collective bargaining agreement who are required by their department head to work in excess of eight (8) hours in a work day or forty (40) hours in a work week are entitled to receive overtime pay or compensatory time. The calculation for overtime and compensatory time varies with respect to holidays, vacations, emergency situations etc. Refer to your union contract regarding the details for overtime, compensatory time and holiday pay.

##### Clerical and Seasonal Employees

Employees (defined in Section 300) who are required by their department head to work in excess of eight (8) hours in a work day or forty (40) hours in a work week are entitled to receive either overtime pay or compensatory time calculated at time and one-half. Exception: Lifeguards and Pool Attendants are excluded from receiving overtime and compensatory time in accordance with the Fair Labor Standards Act (FLSA). Clerical and Seasonal employees will receive straight time for all hours under eight (8) hours in a work day or forty (40) hours in a work week.

##### Management Employees

Management employees (defined in Section 300) are exempt from earning and receiving overtime and compensatory time.

\*The Deputy Commissioner of Accounts during the two (2) Saturdays of Tax Collection that the Accounts Office is open will receive compensatory pay. **See Resolution #40-14.**

#### **405 Attendance Records**

In accordance with City policy, all employees, except elected officials, and the City Attorney are required to record time worked on a daily basis. This is done by completing a time sheet.

All employees time sheets are monitored and approved by a Supervisor, not the individual employee.



## Time Sheets

The following guidelines have been established for employees required to complete a time sheet.

1. **Start and end times must be recorded.**
2. All paid and unpaid absences must be recorded.
3. Time sheets must be verified and signed by the department head and forwarded at the end of each pay period to the payroll office for computation.
4. Falsifying or altering your time sheet or the time sheet of another employee; or completing a time sheet for another employee; is strictly prohibited, and can lead to disciplinary action up to and including dismissal, in accordance with applicable collective bargaining agreements and/or Civil Service Law (Section 75).
5. Any errors in time sheets should be brought to the attention of your department head immediately then the department head will make and initial the correction and submit to the payroll department.

## **406 Social Media**

**Policy Statement** - The purpose of the policy is to provide the framework for employee usage of Social Media, both inside and outside of the workplace. Social Media in general refers to internet based applications that allow for the creation and exchange of user generated content. Examples of Social Media include, but are not limited to: Facebook, Twitter, LinkedIn, Instagram, Flickr, Snapchat, YouTube, web blogs, and web based wikis whereby users can add, modify, or delete its content via a web browser.

**Posting Content on Social Media (regardless of point of access)** - The following uses of Social Media are prohibited. These terms pertain to content posted from computers or communication systems that are not City owned, as well as those that are City property.

This list is meant to be illustrative, and not exhaustive.

- Disclosing confidential or proprietary information pertaining to matter of the City that is not otherwise deemed accessible to the general public under the Freedom of Information Law (Public Officers Law Article 6, §84-90).
- Matters which will imperil the public safety if disclosed.
- Promoting or endorsing any illegal activities.
- Threatening, promoting, or endorsing violence.
- Directing comments, or sharing images that are discriminatory or insensitive to any individual or group based on race, religion, gender, disability, sexual orientation, national origin, or any other characteristics protected by law.

- Knowingly making false or misleading statements about the City, or its employees, services, or Elected Officials.
- Posting, uploading, or sharing images that have been taken while performing duties as an agent of the City, or while wearing City uniforms – the only exception to this rule is when it is directly pertinent to City business and such posting, uploading, or sharing of images is authorized in advance by the appropriate Department Head.
- Representing that an opinion or statement is the policy or view of the City, or of any individual acting in their capacity as a City employee or official, or otherwise on behalf of the City, when that is not the case.
- Posting anything in the name of the City or in a manner that could reasonably be attributed to the City without prior written authorization from the applicable Department Head.
- Using the name of the City or a City e-mail address in conjunction with a personal blog or Social Media account.

An employee's Social Media usage must comply with City policies pertaining to but not limited to Non-Discrimination and Harassment, Confidentiality, Violence in the Workplace, and Substance Abuse. Any harassment, bullying, discrimination, or retaliation that would not be permissible in the workplace is not permissible between co-workers online, even if it is done after hours, outside of the workplace, using computers or communication systems that are not City-owned.

Notwithstanding the above, nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment. Nor is it meant to imply any restriction or diminishment of an employee's right to appropriately engage in protected concerted activity under law, including but not limited to NLRA Section 7 protected communications on non-work time. City employees have the right to engage in or refrain from such activities as they choose.

**Reporting of Violations** - Anyone with information as to a violation of this policy is to report said information to the appropriate Department Head or the Human Resource Administrator. Once the Department Head or Human Resource Administrator is informed of the violation, a formal process, consistent with this Employee Handbook and/or applicable law, will begin.

**Disciplinary Action** - An employee who violates this policy will be subject to disciplinary action up to and including termination of employment.

## **Absence Policies**

### **501 Tardiness**

Employees are expected to report to work on time each day. Tardiness can create a hardship for other employees as well as the public we serve. Because of this, chronic tardiness is not acceptable and may be cause for disciplinary action, up to and including dismissal, in accordance with the applicable collective bargaining agreements and/or Civil Service Law (Section 75). If you are going to be late, you must notify your supervisor within thirty (30) minutes of your scheduled starting time.

### **502 Notification of Absence**

City Hall employees/Employees must call their supervisor and the Accounts Department each day of absence, except in the following instances:

- a. The absence is pre-authorized
- b. The absence is a pre-authorized extended one with a projected return date.

Employees who leave their assignment during the work day must notify their supervisor **prior** to leaving. If employees know in advance that they will be absent, they must notify their supervisor who can approve reasonable absence requests.

### **503 Military Leave**

The City complies with all state and federal law regulations concerning employees who enlist in the military or who are called for active duty.

### **504 Jury Duty**

Full-time employees called to perform their civic responsibility of jury duty are provided with full pay and benefits during the period of service. Jurors employed by a municipal government on a full-time basis do not receive a stipend for serving on a jury. They are entitled to receive a daily expense reimbursement from the court system.

Part-time employees will not be paid by the City for jury service.

Employees released early from jury duty are expected to return to work if one or more hours remain in their work day. In these instances, employees are allotted time to return home and prepare themselves for work. The City understands the demands of jury service and wants to insure that you are able to perform your responsibility. However, it is important that you do not take advantage of this situation and show consideration for fellow employees by completing work responsibilities to the extent possible.

### **505 Family and Medical Leave Act**

The City complies with the provisions of **The Family and Medical Leave Act**.

This Act gives eligible employees of the right to a maximum twelve (12) weeks of job protected unpaid leave during any twelve (12) month period. Current accrued paid days such as paid vacation, personal days, or sick days may be used first and are part of the maximum (12) weeks. The remaining days will be unpaid leave. In accordance with the FMLA, the City recognizes that salaried, FMLA-eligible employees who are among the highest paid ten percent (10%) of all the City's employees are "key employees". The City may deny restoration to a position for a key employee following FMLA leave in accordance with the provisions of that law.

### Conditions

1. An eligible employee may request a leave upon the birth or adoption of a child of the employee, or one's placement with the employee for foster care.
2. An eligible employee may request a leave when the employee's spouse, child or parent has a serious health condition and requires care from the employee. The City will also give eligible employees job protected unpaid leave for their own serious health condition in accordance with the FMLA.
3. An eligible employee is defined as an employee of the City for at least twelve (12) months before the leave request (these need not be consecutive) who has worked for at least 1,250 hours during that time.
4. A serious health condition means an illness, impairment or physical or mental condition that involves either:
  - a. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or
  - b. A period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
  - c. Any period of incapacity due to pregnancy, or for prenatal care; or
  - d. Any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.) or
  - e. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g. Alzheimer's, stroke, terminal diseases, etc.); or,
  - f. Any absences to receive multiple treatments (including any period of recovery therefrom) by or on referral by a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g. chemotherapy, physical therapy, dialysis, etc.)
5. Throughout the duration of the leave, the City will continue the same level of benefits the employee received at the time of the leave, including health and dental insurance, sick, personal and vacation leave, and disability insurance, provided that all employee contributions are made on a timely basis. Employee contributions are at the same level they were at the time of the leave. Members of any of the New York State Retirement Systems will not receive service credit for any leave that is taken without pay.

6. When the need to take leave is foreseeable, employees must give a thirty (30) day or more notice of their intent to take a leave. When the need to take leave is not foreseeable, employees must give notice of their intent to take a leave as soon as practicable.
7. A certification issued by a Health Care provider may be required to support an employee's request for a leave due to a serious health problem. When required the employee must provide a copy in a timely manner (but no less than fifteen (15) calendar days from the date of the request). This certificate must include:
  - a. The date the condition began
  - b. The probably duration of the leave.
  - c. Appropriate medical facts.
  - d. An assertion that the employee is unable to perform his/her job duties or that the employee is needed to care for a sick family member for a specified period of time.
8. Employees returning to work have the right to be returned to the job position that they held when they went on leave, or they may be placed in an equivalent position with equivalent benefits, pay and other terms and conditions of employment.
9. If an employee fails to return to work after the leave period has expired, the City may recover the premium that it paid for maintaining the coverage during any period of unpaid leave.
10. All request for participation in the Family and Medical Leave Act must be made through your department head.

## **Compensation**

### **601 Pay Period**

Employees are paid on a bi-weekly or monthly basis. (Note: The two (2) members of the Civil Service Commission are paid on a quarterly basis).

### **602 Direct Deposit**

All non-union employees hired after 1/1/2021 must have direct deposit.

### **603 Authorized Check Pick-Up**

Authorized check pick-up by other than the employee must be in writing.

### **604 Expense Reimbursement**

Pre-authorized expenses will be reimbursed upon submission of proper documentation forms including receipts. These expenses include, but are not limited to, meals, lodging, parking, mileage and thruway tolls.

### **605 Mileage Reimbursement**

Employees who are authorized to use their own vehicle to conduct City business will be reimbursed a mileage rate that is set in accordance with the IRS Standard Mileage Rate.

**606 Clothing Allowance**

Employees who are covered by the CSEA and PBA collective bargaining agreements will receive an annual clothing allowance, details of which are provided in the union contracts.

**607 Educational Incentive Pay**

Members of the PBA will receive an Educational Incentive Pay for possession of a Bachelor's Degree in Criminal Justice or a closely related field, or possession of an Associate's Degree in Criminal Justice or a closely related field. Details regarding the method and amount of payment are provided in the union contract.

**608 Longevity Pay**

Longevity pay is given to eligible employees in City Hall and in each of the collective bargaining units, details of which are outlined in the union contracts.

*\$600.00 after 5 years of service*

*\$900.00 after 10 years of service*

*\$1,300.00 after 15 years of service*

*\$1,600.00 after 20 years of service*

**Employee Benefits**

The City offers full-time employees a comprehensive benefit package. Part-time and seasonal employees are provided with limited benefits, such as Social Security, Retirement, Worker's Compensation and Unemployment Insurance. For purposes of defining eligibility for benefits, full-time, part-time and season employees are defined as follows:

City Hall Employees:

Full-time: Employees who work a minimum of thirty (30) hours per week on a continuous annual basis.

Part-time: Employees who work less than thirty (30) hours per week.

Seasonal: Employees who are employed on a season basis, regardless of the number of hours worked per week.

PBA and CSEA Employees:

Full-time: Employees who work a minimum of forty (40) hours per week on a continuous annual basis.

Part-time: Employees who work less than forty (40) hours per week.

Seasonal: Employees who are employed on a seasonal basis, regardless of the number of hours worked per week.

**701 Health Insurance**

The City provides all *elected officials and full-time employees with a health insurance. Eligible employees will be covered under the City's health coverage plan.* Coverage is provided for eligible spouses and dependent children of full-time employees.

Health Insurance – General Information

Enrollment of eligible new employees is not automatic. In order for coverage to be effective as of the first day of employment the eligible employee must within the first five (5) days of employment obtain the information booklets and enrollment forms that are provided by the Commissioner of Accounts.

It is the responsibility of each employee to:

1. Study the information material that is provided about the insurance plan.
2. Select individual, 2-person or family coverage.
3. Complete enrollment forms and return them on time.

*The City's health insurance provider* is prepared to answer questions regarding the coverage provided and other related services that may be available. Phone numbers are included in the pamphlets. The Commissioner of Accounts is also ready to assist employees with the administrative and operational aspects of the Employee Health Insurance Program.

Keeping Your Coverage Up To Date

To keep your coverage up to date, please notify the Commissioner of Accounts if:

1. Your family unit changes
  - a. You marry or divorce
  - b. You acquire a dependent
  - c. You no longer have any eligible dependents
  - d. Your dependent loses eligibility

- e. You no longer wish to provide coverage for a dependent
- f. You have a disabled dependent
- g. You or a covered dependent becomes eligible for Medicare benefits because of disability, although under age 65
- h. Your spouse dies
- 2. Your status changes
  - a. You are going to retire from your Participating Agent
  - b. You are going on Leave Without Pay
  - c. You have questions about COBRA
  - d. You want to cancel your health insurance coverage to obtain dependent status under your spouse's coverage
  - e. You will become eligible for Medicare within the next four (4) months
- 3. You have questions
  - a. Concerning your family's eligibility for health insurance coverage
  - b. About changing your type of coverage (Family/Individual)
  - c. Your Employee Benefit I.D. Card is lost or damaged
  - d. You or a dependent does not receive your Employee Benefit I.D. Card
  - e. You want to know how to coordinate your benefits with Medicare
- 4. Other
  - a. You want to cancel your coverage
  - b. Your home address changes
  - c. You would like a Participating Provider Directory

## **702 Dental Insurance**

The City provides all elected officials and full-time City Hall and CSEA employees with coverage under the CSEA Employee Benefit Fund. Full-time PBA employees receive dental coverage under the Capital District Physician's Health Plan. Coverage is provided for eligible spouses and dependent children of full-time employees and elected officials.

## **703 Continuation of Benefits (COBRA)**

COBRA offers full-time employees, spouses and dependent children the ability to continue existing health insurance coverage completely at their own expense under certain qualifying conditions.

Employees must be enrolled in the City's health insurance plan at the time the qualifying condition occurs. This option must be taken at the time of separation or change of dependent status, and is in effect for a period of eighteen (18), twenty-nine (29) or thirty-six (36) months, depending upon specific circumstances.

Employees separated from employment or whose hours are reduced are qualified for coverage continuation for eighteen (18) months after the date of occurrence. Former spouses and dependent



children of employees who are no longer eligible to be covered on the City plan, and retired employees are eligible for coverage for thirty-six (36) months. Certain disabled employees are eligible for twenty-nine (29) months.

If the required premium is not received by the City at the time specified, the coverage will cease.

#### 704 Holidays

All full-time employees are eligible for holidays in accordance with the following schedule:

Holiday	PBA	CSEA	City Hall
New Year's Day	yes	yes	yes
Martin Luther King Day	yes	yes	yes
<b><i>Lincoln's Birthday</i></b>	<b><i>yes</i></b>	<b><i>no</i></b>	<b><i>no</i></b>
<b><i>President's Day</i></b>	<b><i>no</i></b>	<b><i>yes</i></b>	<b><i>yes</i></b>
<b><i>Washington's Birthday</i></b>	<b><i>yes</i></b>	<b><i>no</i></b>	<b><i>no</i></b>
Memorial Day	yes	yes	yes
<b><i>Juneteenth</i></b>	<b><i>no</i></b>	<b><i>no</i></b>	<b><i>yes</i></b>
Independence Day	yes	yes	yes
Labor Day	yes	yes	yes
Columbus Day	yes	yes	yes
Veteran's Day	yes	yes	yes
Thanksgiving Day	yes	yes	yes
Day After Thanksgiving	no	yes	yes
½ Day Christmas Eve	no	yes	yes
Christmas Day	yes	yes	yes
½ Day New Year's Eve	no	yes	yes
Employee's Birthday	yes	no	no
<b><i>Floating Holiday</i></b>	<b><i>no</i></b>	<b><i>yes</i></b>	<b><i>yes</i></b>

\*If the holiday falls on a work day, City Hall employees will be allowed a ½ day off. If the holiday falls on a weekend, City Hall employees will not receive the ½ day.

#### Holiday Observance

Exclusive of the PBA collective bargaining unit, when a holiday falls on a Saturday, the day of observance shall be on the preceding Friday. When a holiday falls on a Sunday, the day of observance shall be the following Monday. Employees covered by a collective bargaining unit who are scheduled to work on a holiday, will receive holiday compensation in accordance with the appropriate union agreement.

## 705 Vacation Policy

Full-time employees shall be granted vacation time according to the schedule listed below:

After completion of	Vacation Schedule (Days)		
	PBA	CSEA	City Hall
1 year of service	10	10	10
2 years of service	10	10	10
3 years of service	10	10	10
4 years of service	10	10	10
<b><u>5 years of service</u></b>	<b><u>10</u></b>	<b><u>10</u></b>	<b><u>15</u></b>
6 years of service	15	15	15
7 years of service	15	15	15
8 years of service	15	15	15
9 years of service	15	15	15
<b><u>10 years of service</u></b>	<b><u>15</u></b>	<b><u>15</u></b>	<b><u>20</u></b>
11 years of service	20	20	20
12 years of service	20	20	20
13 years of service	20	20	20
14 years of service	20	20	20
15 years of service	20	20	25
16 years of service	25	25	25
17 years of service	25	25	25
18 years of service	25	25	25
19 years of service	25	25	25
<b><u>20 years of service</u></b>	<b><u>25</u></b>	<b><u>25</u></b>	<b><u>30</u></b>
21+ years of service	30	30	30

### Vacation Carry-Over

**If an employee does not use vacation accrued in any given year, that vacation leave cannot be carried over into the following year without prior written approval from the department head. In no case will more than five (5) days be allowed to be carried over. All carry over vacation must be taken within six (6) months of the year in which it is deferred, unless otherwise indicated in the appropriate union agreement.**

### Payment of Unused Vacation

Any employee who is terminated, laid off, resigns or retires from the City will be entitled to receive cash payment for unused vacation to which he/she is properly entitled

## 706 Sick Leave Policy

The City provides sick leave benefits for all full-time employees in case they are ill and unable to work. Sick leave is an earned privilege and should be treated as one. Proper use of sick leave makes good sense. Accumulated sick leave means a paycheck when you cannot work and need it most. Sick leave benefits are earned as follows:

	Sick Leave Earned (Days)	
	CSEA	City Hall
Annually Accrues	15	15
Maximum Accumulation	365	<u>365</u>

### Advanced Request to use Sick Leave

All requests to use sick leave must be made to your supervisor prior to the time that the work shift commences. If an employee calls in sick after his/her work shift commences, he/she may be docked for all unauthorized time used, at the discretion of the department head.

### Physician's Verification

A department head may, at the end of an employee's use of three (3) consecutive sick days, request a physician's verification of an employee's illness or continued illness. Failure to produce such documentation may result in the employee being docked for those days if it has been found the employee has been abusing the use of sick leave.

### Separation from Employment

If an employee is terminated, laid off, or resigns from the City, the balance of any unused sick leave is automatically lost.

### Section 41-J of the Retirement and Social Security Law

All full-time CSEA and City Hall employees may transfer the balance of their unused sick leave to the retirement system at time of retirement in accordance with Section 41-J of the Retirement and Social Security Law. This balance will be applied to the length of service, thus increasing the base pension level.

### Sick Leave and Civil Service Law Section 73

If an employee suffers a non-job related disability, injury or sickness which renders him/her permanently disabled, the City will not commence counting the statutory one year for purposes of Civil Service Law Section 73, unless or until all prior accumulated sick leave or other discretionary service credits have been exhausted. At the option of the employee, he/she may elect to be paid for all unused sick leave and other discretionary service credits and consent to a non-job related disability retirement.

**707 Personal Leave Policy**

The City provides Personal Leave for full-time employees according to the following schedule:

	<b>PERSONAL LEAVE (DAYS)</b>		
	<b>PBA</b>	<b>CSEA</b>	<b>CITY HALL</b>
Annually earns	4	4	4

If an employee does not use accumulated Personal Leave by the end of the year in which it is earned, the remaining personal leave cannot be carried over into the following year and is considered “lost” by the employee.

Advance Request to Use Personal Leave

All requests to use personal leave must be made to the department head at least twenty-four (24) hours prior to the time that their work shift commences. If an employee calls in to use personal leave after his/her work shift commences, he/she may be docked for all unauthorized time used, at the discretion of the department head. The twenty-four (24) hour notice may be waived by the department head in cases where the employee must use personal leave for emergency purposes during the work hours.

Separation from Employment

If an employee is terminated, laid-off, resigns or retires from the City, the balance of any unused personal leave is automatically lost.

**708 Bereavement Leave Policy**

In the case of a death in the family, full-time employees are granted a certain number of days off which do not have to be subtracted from any of their leave balances. The parameters defining the use of bereavement leave are outlined below:

Category	PBA	CSEA	City Hall
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Employee's Spouse	4	4	4
" Child	4	4	4
" Child (Step)	0	0	4
" Parent (Natural)	4	4	4
" Parent (Foster/Step)	4	0	4
" Siblings (Step)	2	4	4
" Aunt/Uncle	2	2	2
" Mother/Father In-Law	4	4	4
" Grandparents	2	4	<u>4</u>
" Relative (live in)	2	0	0

**Bereavement Leave is to be taken in consecutive working days adjacent to scheduled services.**

### **709 Disability Coverage**

The City provides disability coverage for eligible employees who suffer an off the job injury or illness. The premiums for this coverage are paid entirely by the City of Mechanicville. Eligibility requirements are detailed in the New York State Disability Benefits Law.

Disability coverage provides a weekly cash benefit determined by the claimant's average weekly earnings on the last eight (8) weeks of employment (not counting the week in which the disability began). Benefits are 50% of the claimant's average weekly salary, up to a maximum weekly benefit determined by the Worker's Compensation Board.

Payment of benefits begins the eighth day of disability and is payable for twenty-six (26) weeks per disability, however, if the employee is disabled for three (3) consecutive weeks after the initial one (1) week period, benefits are payable from the first day of injury or illness.

You may contact the Commissioner of Accounts for more information regarding disability benefits.

### **710 Worker's Compensation**

Workers' Compensation benefits, including payment of medical costs and replacement of lost wages up to the regulated maximum are provided for eligible employees who suffer a job related injury.

It is the employee's responsibility to submit a written report of the injury to your department head within forty-eight (48) hours of the accident in order to ensure prompt coverage of the claim.

The cost of Workers' Compensation is paid entirely by the City.

### 207-c Benefits

Employees of the Police Department receive Workers' Compensation benefits pursuant to Section 207-c of the General Municipal Law.

### **711 Unemployment Insurance**

Unemployment Insurance is available to those who are ruled eligible for benefits by the State Department of Labor and have served the appropriate waiting period. The cost of this coverage is paid entirely by the City.

### **712 Social Security**

Social Security Benefits are available for retirement, survivor's benefits and medical costs under qualifying conditions determined by the Federal Social Security Administration Office. Social Security (FICA) is paid one-half by the City and one-half by the employees.

### **713 New York State and Local Retirement Systems**

The City offers two separate New York State and Local Retirement System Plans. These plans provide employees with a regular income upon retirement from service. An employee has a vested right to retirement benefits after ten (10) full years of eligible public sector service. In the event that an employee leaves after ten (10) years of service, prior to retirement age, she/he may receive a benefit at retirement age related to those years as a government employee.

The two (2) Retirement System Plans are as follows:

1. Employees' Retirement System (ERS)

The New York State Employees' Retirement System (ERS) covers all City employees except for sworn personnel in the Police and Fire Departments.

Membership in the ERS is either mandatory or optional:

- a. Mandatory Membership: Anyone who began employment with the State of New York or with a participating employer, on or after July 27, 1976, is required to enroll in ERS if he or she is considered to be a full-time employee. Employment is considered full-time unless:
  1. The person works less than 30 hours per week; or

2. The annual compensation for the position is less than the State's minimum wage multiplied by 2,000 hours; or
3. The person is employed in a position which will be terminated within one year of its commencement; or
4. The position is either provisional or temporary under Civil Service Law; or
5. The position is held on a less than 12 month per year basis. (i.e., seasonal employees).

Note: Persons who are appointed to a permanent, full-time position on a probationary basis are mandatory members of the ERS effective on the date of this probationary appointment.

- b. Optional Membership: All City employees have the right to join the ERS. To exercise this option, employees must complete an ERS application form which can be obtained from the payroll department.

#### Tier Levels

The ERS contains six (6) separate Tiers. The Tier level determines the contribution, if any, required of the employee. Generally, the date of the employee joined the Retirement System is used to determine the benefits provided under the retirement plan. The following chart illustrates some of the differences and similarities regarding the different Tiers:

Tier	Retire Age	Hire Date	Employee Cont.
I	55	Prior to 7/1/73	0
II	55	7/1/73 to 7/26/76	0
III	55	7/26/76 to 8/31/83	3%
IV	62	9/1/83 to 12/31/09	3%
V	62	1/1/10 to 3/31/12	3%
VI	63	4/1/12 or after	up to 6%

#### 2. Police and Fire Retirement System (PFRS)

The Police and Fire Retirement System covers all sworn personnel in the Police Department. The City contributes 100% of the cost associated with this plan. It is mandatory for all full-time and part-time police officers and firefighters to become members of the PFRS officers and firefighters to become members of the PFRS effective on the first day of employment.

##### TIER LEVELS

TIER	HIRE DATE
I	Before 07/31/73
II	On or After 07/31/73

## **800 Safety**

### **801 Safety Procedures**

To be successful, a safety program must have awareness toward injury and illness prevention on the part of all employees. It also requires cooperation in all safety and health matters. Only through such a cooperative effort can a safety program be administered. Our objective is to reduce the number of injuries and illnesses to an absolute minimum. Our safety program includes, but is not limited to, the following:

- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting inspections to find and eliminate unsafe working conditions or practices, to control health hazards, and to comply fully with the safety and health standards for every job.
- Training all employees in good safety and health practices.
- Providing necessary personal protective equipment and instructions for its use and care.
- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment.
- Investigating, promptly and thoroughly, every accident to find out what caused it and to correct the problem so that it won't happen again.
- First Aid kits and fire extinguishers are provided in various locations throughout our buildings.

#### Accident Plan

In the case of an accident, stop work immediately and take the following steps:

1. Eliminate the immediate cause of the accident.
2. Provide aid to the injured person and summon for assistance.
3. Call your department head immediately. If the accident appears serious, call an ambulance (911).
4. Take steps to prevent a second accident.
5. Prepare a written accident report with the full details of the accident and submit it to your department head immediately.

To protect all employees and to safeguard equipment and property, it is our policy that no employee will perform any type of work until they fully understand the correct operation and possible hazards involved, safety procedures, and the necessity of safety equipment. Accidents can be prevented through use of reasonable precautions and the practice of safe working habits.

### **802 OSHA and Safety**



The Federal Occupational Safety and Health Act (OSHA) is designed to provide a safe work environment and eliminate unsafe conditions. All OSHA directives must be carried out.

Any suspected safety hazard should be brought to the attention of the supervisor immediately.

### **803 Hazard Communication Program**

The City considers Hazard Communication and the prevention of workplace injuries and illnesses to be of prime important. Accident control involves the safety and well-being of our employees.

We are committed to providing a safe and healthy work environment. We comply with all Federal, State and Local laws regarding hazard recognition, accident prevention, and working conditions.

This portion of our comprehensive safety program has been prepared to comply with the requirement of Title 29 of the Code of Federal Regulations 1926.59.

It is intended to ensure that all information necessary for the safe use, handling and storage of hazardous chemicals be made available to employees.

The following are guidelines for the identification of chemical hazards and the preparation and proper use of containers, labels, placards, and other types of warning devices.

#### Chemical Inventory

All chemicals on site will be stored in their original or approved containers with a proper label attached. Any container not properly labeled shall be given to the supervisor for labeling or proper disposal.

Workers may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical leftover must be returned to the original container or to the supervisor for proper handling.

No unmarked containers of any size are to be left in the work area unattended.

The City will rely on a manufacturer applied labels whenever possible, and will ensure that these labels are maintained. Containers that are not labeled or on which the manufacturer's label has been removed, will be relabeled.

The City will ensure that each container is labeled with the identity of the hazardous chemical contained and any appropriate hazard warnings.

#### Material Safety Data Sheets (MSDS)

Employees working with a Hazardous Chemical may request a copy of the material safety data sheet (MSDS). MSDS are available on file. A standard chemical reference is also available to provide immediate reference for chemical safety.

### Employee Training

Employees will be trained to work safely with hazardous chemicals. Our Employee Training includes methods that may be used to detect a release of a hazardous chemical in the workplace, physical and health hazards of chemicals and protective measures to be taken, safe work practices, emergency responses and use of personal protective equipment. We also provide information on the Hazard Communication Standard including labeling and warning systems and an explanation of Material Safety Data Sheets.

### Personal Protective Equipment (PPE)

Required Personal Protective Equipment (PPE) is available from your supervisor. Employees may be required to wear special safety equipment as directed by the supervisor. Employees must comply with the supervisor's request. Any employee who does not follow the supervisor's instruction is in violation of PPE requirements and may be subject to disciplinary action.

Depending on job duties, employees must routinely wear protective devices such as gloves as directed by the supervisor.

### Emergency Response

Any incident or overexposure or spill of a hazardous chemical/substance must be reported to your supervisor at once. The supervisor will be responsible for insuring that proper emergency response actions are taken in leak/spill situations.

### Hazards of Non-Routine Tasks

Department Heads will inform employees of any special tasks that may arise which would involve possible exposure to hazardous chemicals.

Review of safe work procedures and use of required PPE will be conducted prior to the start of these tasks. Where necessary, areas will be posted to indicate the nature of the hazard involved.

**900 The Civil Service System**

**901 The Merit System**

It is written in the New York State Constitution that all appointments and promotions in the civil division, thereof, should be based on merit and fitness and so far as practicable after competitive examination. As a City employee, you are now part of this merit system.

## **902 The Unclassified and Classified Services**

All positions in the City are included in either the Unclassified or Classified Service. An explanation of these two (2) services is as follows:

Unclassified Service – Consists of those employees among others who are elected officials and members of boards or commissions, and Deputy Commissioners.

Classified Service – Includes all other City employees who are subject to the rules and regulations of the City of Mechanicville Civil Service Commission. The Classified Service is divided into four (4) jurisdictional classes:

- a. Competitive – those positions for which it is practicable to determine merit and fitness by competitive examinations.
- b. Non-Competitive – those positions for which it is not practicable to ascertain the merit and fitness of applicants by competitive examination but rather by a review of training and experience.
- c. Exempt – those positions for which competitive or non-competitive examinations or other qualification requirements are not practicable.
- d. Labor – includes positions which require no specific minimum requirements.

## **903 Veteran's Credits**

If you are a veteran, you may be eligible to apply for veteran's credit on a Civil Service examination. Veteran's credits may be added to a passing score only and may be used for appointment purposes only once. Veterans are encouraged to contact the City of Mechanicville Civil Service Commission for details concerning these credits.

## **904 Eligible Lists**

Candidates who pass an examination are placed on an eligible list in the order of their passing mark. Permanent appointments from this list must be in compliance with the "Rule of Three". (i.e., appointments to be made from among the three highest scoring candidates on the eligibility list).

## **905 Appointments**

The following types of appointments are made to positions which are classified as Competitive:

1. Permanent – employees in the competitive class who are appointed to vacant positions from an eligible list established as a result of examination and who successfully complete the probationary term.
2. Provisional – Appointments made whenever there is not an appropriate eligible list available for filling a vacancy in the competitive class. Provisional appointees are required to take an examination whenever it is scheduled. At such a time, the provisional appointee will be required to compete with all other qualified applicants on terms of which give no advantage to the incumbent. A permanent appointment will thereafter be made on the basis of the eligible list resulting from the examination. Employees appointed provisionally for non-promotional positions have no Civil Service protection.
3. Temporary – Temporary appointments may be made in the competitive class for a variety of reasons including: a need for emergency work; planned termination of a position in a short time; an employee is on a leave of absence; the position is funded through a temporary grant; or in cases where an employee has been appointed to a position vacated through the promotion of another employee. Until the employee who has been promoted receives permanent status, the other employee's status remains temporary. Temporary appointments may be for a period of up to twelve (12) months. Since the temporary job falls within the scope of the competitive class it is subject to the following provisions:
  - a. A temporary appointment may be made for one (1) to three (3) months without referring to an eligible list.
  - b. A temporary appointment for three (3) to six (6) months may be made by selection of anyone on an eligible list.
  - c. A temporary appointment may be made for a period of more than six (6) months if the candidate is among the top three (3) candidates and is willing to accept a temporary position or if a current eligible list does not exist for that particular position.

## **906 Examination and Promotions**

Competitive Class positions in the City are filled by examinations. Candidates are ranked according to their performance on the examination. The names of the top three (3) applicants are sent to the appointing officer who then chooses one (1) of the three (3) to fill the position. The City offers opportunities for advancement for those who qualify. Normally, qualified employees must take a promotional examination in which case the above "rule of three" would apply. Employees wishing to advance in their careers are encouraged to become quite knowledgeable about their present position and be aware of higher level positions for which they may be qualified.

## **907 Probationary Period**

All employees appointed to a permanent position in the competitive, non-competitive, exempt and labor class must successfully complete a probationary period. The length of the probationary period for permanent appointments, promotions, transfers and reinstatements is established by the City of Mechanicville Civil Service Rules. All permanent appointments from an open-competitive list and every original permanent appointment to a position in the non-competitive, exempt or labor class have a probationary period of not less than (8) or no more than twenty six (26) weeks, except for Police Officers (see below).

Upon successful completion of the required probationary period, the employee is permanently retained, subject to the provisions of the Civil Service Law. If an employee's performance or conduct during probation is not satisfactory, the individual may be dismissed or returned to her/his previous position in City service.

The probationary period is necessary for an employee to become familiar with the specific duties of a particular job. This period also allows the departments head an opportunity to observe the employee's work performance and to make recommendations for his/her future growth and development in the position.

#### Probationary Periods for Police Officers

Probationary periods for Police Officers shall be for a term of not less than twelve (12) or no more than fifty-two (52) weeks. For Police Officers, permanent status is attained after the successful completion of the probationary period and the satisfaction of the requirements of General Municipal Law (Section 209-q).

#### City Policies and Procedures

##### **1001 Personal Appearance/Dress Code**

While it is not the City's intention to dictate the personal wardrobe of our workforce, the appearance and dress of employees is important in creating a favorable image supportive of the public confidence. In general, employees are encouraged to maintain their personal appearance in a manner which will reflect a good image to the public in accordance with departmental rules and reflective of job requirements.

##### **1002 Drug-Free Workplace Policy**

The City Council, in the interest of providing a safe work environment and a healthy productive workforce, has adopted the following Drug-Free Workplace Policy which is consistent with the Federal "Drug-Free Workplace Act of 1988":

### Statement

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is strictly prohibited in all work places and work sites of City employees. Any person who violates this prohibition may be referred for counseling or rehabilitation and satisfactory treatment or be subject to disciplinary action, up to and including dismissal, even for the first offense.

### Employee Assistance

In establishing a drug-free workplace, it is the City's policy to work with employees suffering from substance abuse so that they will receive assistance necessary to overcome their dependency. Any employee seeking such assistance is encouraged to contact his/her department head to discuss the situation before problems begin to surface in the workplace. Any disclosures made by an employee will be treated as strictly confidential by the department head. The employee's decision to seek assistance will not be used as the basis for disciplinary action or used against the employee in any disciplinary proceeding.

### Employee Responsibilities

As a condition of the City receiving Federal grant monies, every employee must abide by this policy and notify his/her department head of any criminal drug conviction occurring in the workplace, within five (5) days of the conviction.

### City Responsibilities

The City will notify the granting federal agency within ten (10) days after receiving notice from an employee of such a conviction or otherwise receiving actual notice of such conviction.

### **1003 Smoking Policy**

The following smoking policy applies to all City employees:

1. Smoking shall be prohibited in all City Municipal Buildings.
2. Smoking shall be prohibited in all City vehicles.
3. Smoking shall be prohibited in all Police and Fire Departments.

This policy is in accordance with Federal and State Guidelines.

Any questions concerning this smoking policy should be directed to your department head.

### **1004 Telephone Use**

In order to achieve our goal of effective public service, it is important to maintain good relations with the residents of our community. Remember these people are not only taxpayers, but are also our employers. When conducting City business on the telephone, be sure to follow these brief guidelines:

1. During office hours, be sure someone is always in your office to answer the telephone. If your department has a limited staff, make arrangements with another department for telephone coverage or make sure an answering device is in operation.
2. Answer promptly, speaking in a clear, friendly and courteous tone.
3. Identify your office and yourself. If a call is not for you, be sure to transfer the caller to the correct party.
4. If you must hold a call, return to the line frequently so the caller will not think she/he has been forgotten.
5. Personal long distance calls are strictly prohibited.
6. Employees are prohibited from accepting collect calls without the approval of the department head or supervisor.
7. Employees are limited to the personal use of our telephones except in the case of emergencies or to check on family matters.

#### **1005 Unauthorized Work**

Employees are expected to perform work only for the City during the work day. Any employee who performs unauthorized work, claims that City work has been done when such is not the case, or performs any act of fraud or deceit, will be subject to disciplinary action, including dismissal, in accordance with applicable collective bargaining agreements and/or Civil Service Law (Section 75).

#### **1006 Supplies, Tools, Equipment and Vehicle Usage Policies**

##### Supplies

In order to insure the proper use of taxpayer's money, all City owned supplies must be used efficiently and not wasted. Employees are not permitted personal use of any City supplies, such as postage, paper and other office supplies, gasoline and motor oil.

##### Tools and Equipment

The City supplies employees with the necessary tools and/or equipment necessary to perform their job duties. It is the responsibility of the employee to use these items wisely. Any tool or piece of equipment lost or damaged by the employee as a result of negligence or intentional misuse will be employee's responsibility to have replaced or repaired. Employees are not allowed personal use of any tool or piece of equipment, including, but not limited to, fax machines, copiers and computer equipment. Work on private vehicles using the City Garage, tools and equipment is strictly prohibited.

Violations of this policy will result in disciplinary action, including dismissal, in accordance with applicable collective bargaining agreements and/or Civil Service Law (Section 75).

### Computer Use

#### Purpose

Any employee ("user") using the City of Mechanicville ("City's") computer systems, Internet technologies and/or email system must adhere to the rules contained in this policy. By utilizing such computer systems, internet technologies and/or email system, users agree to abide by the terms of this policy.

#### Use of City property outside the City

All data and programs on the City's computers, network stations and file servers are the property of the City. Such city property shall not be copied, except for City purposes and shall not be moved or used outside the City, except for City-related purposes, without prior notification and approval by the employee's department head or his/her designee.

#### Computer system usage

All electronic and telephonic communications systems and all communications and information transmitted by, received from or stored in the City's computer systems are to be used solely for job-related purposes. Use of the City Internet technologies to access any Web site for the purpose of personal gain or websites of a sexually explicit nature or websites otherwise inappropriate in a professional environment or for any purpose is strictly prohibited.

#### E-mail communications

The use of the City's email system to transmit, intimidate annoy or make available to others information containing sexually explicit, profane, obscene, harassing, offensive or otherwise discriminatory material is strictly prohibited. The City's e-mail systems are not to be used for personal financial gain or profit.

#### Privacy

Users cannot and should not attempt to use the City's email and/or other computer systems to send, receive or store any messages or data they wish to keep private. By using the City's e-mail and/or computer systems, all users waive any right to privacy in e-mail messages or other data transmitted.



The city reserves the right to access, review, copy and/or delete any message, file, data or document on its e-mail or computer systems, including matter stored on individual computers and related material.

#### Confidential information

Confidential information of or concerning the City shall never be forwarded to others who are not authorized to receive such information and shall not be transmitted to anyone who does not need to know such information. In order to further guard against dissemination of confidential City information, employees shall not disclose their passwords and information in the computer systems. No employee shall enter the e-mail files of another employee without the prior consent of the employee unless authorized by the department Commissioner/Mayor or his/her designee.

#### Copyright Infringement prohibited

Use of the City's computers systems to copy and/or transmit any documents, software or other matter that is otherwise protected by the copyright laws is strictly prohibited.

#### Authorization required for download or installation of software

Personal copies of software (not City-owned) shall not be loaded/installed or run on City computers without prior written authorization from the department Commissioner/Mayor or his/her designee. City-owned software shall not be copied or downloaded from a city computer to any electronic media for personal use without prior written authorization from the employees' department Commissioner/Mayor or his/her designee.

#### Security; integrity of City's Computer System

Users must not attempt to circumvent or subvert computer systems security measures or to access unauthorized resources or entities. Users must not do anything to harm the City's computers systems or the information stored in them. This includes, but is not limited to, creating or spreading viruses, degrading system performance, disrupting services, damaging files or vandalizing or otherwise compromising the data of another user.

#### Enforcement; penalties for offenses

Any violation of this policy may result in access privileges being revoked and/or appropriate legal or disciplinary action being pursued against the user.

#### Waiver of responsibility

Users of the city's computer systems for personal use do so at their own risk, even if the employee has received prior authorization for such use by the user's department Commissioner/Mayor. The City

makes no warranties with respect to network or computer service and it specifically assumes no responsibility for:

- A. The content of any information received by a user, whether for personal or City business purposes from a source outside of the City or any costs or Charges incurred as a result of receiving or accepting such information.
- B. Any costs, liability or damages caused by the way the user chooses to use his/her City computer systems access for personal purposes, even if done with prior authorization of such personal use by the user's department Commissioner/Mayor.
- C. Any consequences of service interruption or changes, even if these disruptions arise from circumstances under control of the City.

### Vehicles

There are certain employees who must regularly drive a City owned vehicle in order to perform their job duties. The following guideline regarding the use of City owned vehicles has been established to insure the safety of employees as well as the efficient use of taxpayer's money.

1. Vehicles are only to be used to conduct City business; personal usage is prohibited unless written approval has been granted from the department head.
2. Alcoholic beverages or drug related paraphernalia shall be prohibited in any vehicle.
3. All accidents regarding a City owned vehicle must be reported immediately to the Police Department and a complete police investigation report submitted to the department head.

### **1007 Disciplinary Action**

If the need arises to correct a situation in which an employee has violated City policies or regulations, appropriate disciplinary action may be administered in accordance with applicable collective bargaining agreements and/or Civil Service Law (Section 75). If they apply.

### Civil Service Law (Section 75)

Section 75 of the Civil Service Law states that certain covered civil service employees may not be removed or otherwise subjected to disciplinary action except for incompetence or misconduct shown after a hearing upon stated charges. This section shall be deemed at all times to be amended so as to be consistent with Civil Service Law Section 75, should that provision be amended.

### Eligibility Criteria for Section 75 Protection

The following employees are covered under Section 75:

1. A person holding a position by permanent appointment in the Competitive Class of the Classified Civil Service; or
2. A person holding a position by permanent appointment or employment in the Classified Service who was honorably discharged or released under honorable circumstances from the armed forces of the United State after having served therein as such member in time of war as defined in Section 85 of Civil Service Law, or who is an exempt volunteer firefighter as defined in the General Municipal Law, except when a person described in this paragraph holds the position of private secretary, cashier or deputy of any official or department; or
3. An employee holding a position in the Non-Competitive Class other than a position designated in the municipal rules as "confidential" or requiring the performance of functions influencing policy, who since his/her last entry into service completed at least five (5) years of continuous service in the Non-Competitive Class in a position or positions not so designated in the rules as confidential or requiring the performance of functions influencing policy.

#### Procedures

1. Any employee who is subject to disciplinary action has the right to representation by his/her union, if a member of a union, and shall be given a written advanced notice by the department head of that right. If the employee requests representation, the department head shall allow the employee a reasonable period of time to obtain such representation. If the employee is unable to obtain such representation within a reasonable period of time, the department head has the right to then question the employee.
2. The department head must give the employee a copy of the charges. These charges must state the reason for the disciplinary action.
3. The employee shall be allowed eight (8) days to respond in writing to the charges.
4. The hearing shall be held by the City Council. The Mayor and the City Council may, in writing, designate an individual or body to conduct the hearing in their place. Such designated individual or body shall be vested with all of the powers of the hearing officer and shall make a record of the hearing. This record, together with recommendations, shall be forwarded to the City Council for their review and final decision.
5. The employee is entitled to representation by either counsel or his/her union representative at the hearing.
6. The burden of proving incompetence or misconduct shall be upon the person alleging the same.

#### Suspension Without Pay Pending Determination of Charges; Penalties

1. Pending the hearing, the employee may be suspended without pay for a period not to exceed thirty (30) days.
2. If the employee is found to be guilty of the charges, the penalty may consist of one of the following:
  - a. A reprimand
  - b. A fine not to exceed one-hundred dollars (\$100.00), to be deducted from the employees pay

- c. A suspension without pay not to exceed two (2) months
  - d. Demotion in grade and title
  - e. Dismissal from City employment
3. If the employee is found to be guilty, a copy of the charges, the employee's written answer thereto, a transcript of the hearing, and the determination shall be filed in the office of the department in which he/she is employed, and a copy filed with the Mechanicville Civil Service Commission.
  4. If the employee is found to be not guilty, he/she shall be restored to his/her position with full pay for the period of suspension less the amount of any unemployment insurance benefits that he/she may have received during such period.
  5. Notwithstanding any other provision of law, no removal or disciplinary proceeding shall be commenced more than eighteen (18) months after the occurrence off the alleged incompetence or misconduct complained of and described in the charges provided, however, that such limitation shall not apply where the incompetence or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

#### **1008 Rules of Conduct**

In addition to the policies, procedures, rules and regulations in this Handbook, the following, not meant to be all inclusive, are job related actions that may result in disciplinary action, up to and including dismissal, in accordance with applicable collective bargaining agreements and/or Civil Service Law (Section 75).

1. Falsification of any reports, pertaining to absence from work, injuries on the job, claims for benefits provided by the City.
2. Threatening, intimidating, coercing or interfering with fellow employees, supervisors or department heads.
3. Improper performance of job or repeated failure to perform all duties assigned.
4. Refusal to obey instructions of supervisor or department head or any other form of insubordination.
5. Careless or negligent use or operation of City equipment and vehicles
6. Willful abuse or deliberate destruction of City property or removal of City property
7. Violation of or disregard of safety rules or safety practices.
8. Repeated violations of rules of conduct.
9. Leaving work area without permission.
10. Habitual tardiness and absences.
11. Unauthorized absences/repeated failure to notify employer.

#### **1009 Code of Ethics**

(Adopted by the City Council 9-9-1970)

## Purpose

Pursuant to the provisions of Sec. 806 of the General Municipal Law, the City Council for the City of Mechanicville recognizes that there are rules of ethical conduct for public officers and employees which must be observed if a high degree of moral conduct is to be obtained and if public confidence is to be maintained in our unit of local government. It is the purpose of this Article to promulgate these rules of ethical conduct for the officers and employees of the City of Mechanicville. These rules shall serve as a guide for official conduct of the officers and employees of the City of Mechanicville. The rules of ethical conduct of this Article, as adopted, shall not conflict with, but shall be in addition to any prohibition of Article 18 of the General Municipal Law or any general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

## Definitions

As used in this Article, the following terms shall have the meanings indicated:

*Municipal Officer or Employee* – An officer or employee of the City of Mechanicville, whether paid or unpaid, including members of any administrative board, commission or other agency thereof. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer fireman or civil defense volunteer, except a Chief or Assistant Chief Fire Engineer.

*Interest* – A pecuniary or material benefit accruing to a municipal officer or employee, unless the context otherwise requires.

## Standards of Conduct

Every officer or employee of the City of Mechanicville shall be subject to and abide by the following standards of conduct:

- A. Gifts. He shall not, directly or indirectly, solicit any gift or accept or receive any gifts having a value of twenty-five dollars (\$25.00) or more whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part.
- B. Confidential information. He shall not disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interest.
- C. Representation before one's agency. He shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he is an officer, member or employee of any municipal agency over which he has jurisdiction or to which he has the power to appoint any member, officer or employee.

- D. Representation before any agency for a contingent fee. He shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency of his municipality, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this subsection shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.
- E. Disclosure of interest in legislation. To the extent that he knows thereof, a member of the City Council and any officer or employee of the City of Mechanicville, whether paid or unpaid, who participates in the discussion or gives official opinion to the City Council or any other official board or agency or any legislation or matter before the City Council of the City of Mechanicville or any other official board or agency of the City of Mechanicville shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he has in such legislation.
- F. Investments in conflict with official duties. He shall not invest or hold any investment, directly or indirectly, in any financial, business, commercial or other private transaction, which creates a conflict with his official duties.
- G. Private employment. She shall not engage in, solicit, negotiate for or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of his official duties.
- H. Future employment. He shall not, after the termination of service or employment with such municipality, appear before any board or agency of the City of Mechanicville in relation to any case, proceeding or application in which he personally participated during the period of his service or employment or which was under his active consideration.

#### Filing of Claims or Demands

Nothing herein shall be deemed to bar or present the timely filing by a present or former municipal officer or employee of any claim, account, demand or suit against the City of Mechanicville, or any agency thereof on behalf of himself or any member of his family arising out of any personal injury or property damage for any lawful benefit authorized or permitted by law.

#### Penalties for Offenses

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this code may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

#### **1010 Solicitations/Distributions**

Without department head approval, solicitation or distributions of literature to co-workers by City employees during working hours is prohibited.

## **1011 Resignations**

Employees who consider resigning should discuss that possibility with their department head before making a final decision. If a decision to resign is made, employees must submit a written resignation to their department head at least two (2) weeks before the date of resignation.

## **1100 Communication Procedures**

### **1101 Bulletin Board**

Bulletin Boards are located throughout our buildings for communicating information to employees. Please check the Bulletin Boards frequently to keep informed on changes in employment matters and other items of interest. No memos or announcements can be posted without prior approval from your department head.

### **1102 Adverse Correspondence**

Any memos, fax messages, letters, telegrams, legal notices, summons, or other forms of communication of a negative nature are to be immediately given to your department head.

Employees receiving complaints from City residents of unfair treatment or expressions of anger and/or dissatisfaction are to notify their department head who will take action immediately.

### **1103 Public Relations**

The courteous, professional treatment of members of the public by all employees helps to build confidence among the taxpayers we serve. We ask that all employees make every effort to represent the City in a polite and professional manner.

## **1200 Conclusion**

In general, we have mentioned benefits, procedures and responsibilities. Now, we need to emphasize again the most important component, that is, the taxpayers of the City of Mechanicville. In order to retain the confidence of those we serve, we want to assure that our excellent reputation continues by always giving the best service.

Thank you for taking the time to review this Handbook. If you have any questions, suggestions, or concerns, please contact your department head.





RESOLUTION NO.: 21-2023

WHEREAS THE CITY OF MECHANICVILLE HAS been approached by Bad Bob's Pool Water to purchase City water for their retail operation; and

WHEREAS THE CITY IS ALWAYS LOOKING FOR WAYS to increase revenue in the city water Budget;

NOW THEREFORE BE IT RESOLVED THAT the Mechanicville city council approves the attached contract with Bad Bob's Pool water 522 Church St. Amston, CT. 06321 to purchase City water at the current outside rate of \$6.09 per 100 cubic feet.

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

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

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

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

Commissioner Johnson \_\_\_\_\_

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

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

March 8, 2023

## ***AGREEMENT***

***THE CITY OF MECHANICVILLE***, a municipal corporation with an office and principal place of business on 36 No. Main Street, Mechanicville, New York, hereafter the “City” and Bad Bob’s Pool Water, 522 Church St. Amston, Ct. 06321 hereafter “Buyer”, do hereby agree and contract as follows:

***FIRST:*** The City shall sell water to Buyer and Buyer shall purchase water from the City, such sale of water being intended for use by Buyer’s business.

***SECOND:*** The City shall provide and sell water to Buyer, in return for the charges and payments hereinafter specified. Said water shall be filtered and drawn from the City’s existing water supply and shall be good, clear wholesome, potable and supplied in accordance with the quality and other standards set by the NYS Department of Health and all applicable state and federal agencies, instrumentalities, and laws.

All water delivered hereunder shall be supplied in accordance with the City=s rules and regulations, as they exist and as they may be amended, applicable to general water services.

Unless there is an immediate emergency, the city shall provide to Buyer seventy-two (72) hours prior notice of any interruption in the City’s ability to provide water to the Buyer. The notice shall set forth the date and time whom such interruption will occur and the expected length of time of the interruption.

***THIRD:*** Buyer shall pay to the City, on a monthly basis in arrears, payment of \$6.09 per 100 cubic feet of water.

(A) The consumption charge shall be a charge measured by water actually delivered to Buyer by the City.

(B) Any rate increases shall be permitted only at such times as the City raises the water rates for all of its City residential customers. If such a rate increase occurs, then the water rates payable pursuant to this agreement shall be increased.

**FOURTH:** The City, makes no representations, guarantees promises, commitments, warranties, covenants nor duties, except as such may be expressly specified herein, and none are to be implied, whether from the language of this agreement, from provision of water by the City to Buyer, or otherwise.

**FIFTH:** Buyer may not assign the rights under this contract without the express permission in writing of the City which shall not be unreasonably withheld or delayed.

**SIXTH:** Buyer shall not distribute, provide or sell water which has been sold and provided to it pursuant to this agreement beyond the limits of Buyer's business operations without prior, written, mutually agreed modification or amendment of this agreement.

**SEVENTH:** The City shall have no responsibility to construct or maintain any distribution system for the buyer other than those responsibilities imposed upon the City by applicable law, rule or regulation.

**EIGHTH:** The city promises that it will in all respects at all times comply with all requirements and provisions of all state statutes, all state regulations and rules, all regulations and rules of the City, and all statutes, regulations and rules of any other governmental body having jurisdiction, as they may now or hereafter exist and provide, regarding the handling, processing, purchase, distribution, provision, etc., of water.

**NINTH:** In the event of any emergency in their system, calamity, Act of God, or similar occurrence, the City may in its discretion temporarily diminish providing water to Buyer, temporarily discontinue or temporarily interrupt providing water or take any other acts they deem appropriate in the circumstances consistent with actions taken with respect to the City's other residential and industrial water customers. The City will use reasonable efforts to notify Buyer in advance of such an action. The City shall exercise reasonable care and diligence to furnish water service to Buyer under this agreement but the City shall not be liable, for any damage resulting from curtailment, interruption or apportionment of such service occasioned by necessary repairs or

maintenance of City's water conduit system threatened or actual water shortage or other causes beyond City's control.

**TENTH:** The City and Buyer will cooperate, each with the other, in all respects in fulfilling the provisions and the intent of this agreement, and they will, where and whenever indicated, provide to each other any nonconfidential or nonproprietary data or information reasonable necessary or helpful to carry out this agreement.

**ELEVENTH:** Failure of either party in any one or more instances to insist upon full compliance with all provisions of this agreement, failure of the City in any one or more instances to insist upon payment of any amounts due them, or waiver by either in any one or more instances of any provision of this agreement or any of their rights hereunder shall not constitute in any respect a waiver of any of their rights hereunder in future instances.

**TWELFTH:** If at any time there is a violation of any provision of this agreement, failure to comply with any provision of this agreement, or failure to pay any amounts due the City the terms of this agreement within thirty (30) days after billing by the City, then and in any such event the City may forthwith, upon fifteen (15) days prior written notice, discontinue providing water to Buyer. Such discontinuance may be temporary or permanent and, if permanent, this agreement shall immediately be terminated by such discontinuance, at the discretion of the City, who, if they elect to treat the discontinuance as permanent, shall so notify Buyer promptly following such discontinuance by written notice. In any event, any amounts due the City and not paid within thirty (30) days of billing by them shall incur a penalty, payable to the City, equal to two percent (2%) of all such amounts unpaid for each month, or any portion thereof, in excess of thirty (30) days.

**THIRTEENTH:** Neither party will be in default in the performance of its obligations under this agreement if such performance is delayed or prevented because of war, hostilities, revolution, fire, earthquake, flood, or other acts of God that are beyond reasonable control and without the fault of negligence of the party whose performance is affected.

**FOURTEENTH:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors-in-interest of all types.

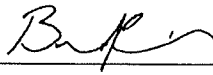
**FIFTEENTH:** This agreement shall be interpreted and construed in accord with the law of the State of New York.

**SIXTEENTH:** This agreement may not be modified, amended nor rescinded except in writing subscribed and acknowledged by both the parties.

**IN WITNESS WHEREOF** the City has caused its corporate seal to be hereto affixed and these presents to be signed by its Mayor and Buyer has cause its corporate seal to be hereto affixed and these presents to be signed by its President on the \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MECHANICVILLE

By: \_\_\_\_\_  
Michael Butler, Mayor

By:   
Bryan Cormier / Vice President

STATE OF NEW YORK :  
:SS  
COUNTY OF SARATOGA :

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, personally appeared Michael Butler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

STATE OF NEW YORK :

:ss

COUNTY OF SARATOGA :

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public

RESOLUTION NO. 22-2023

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

PAYROLL	02/16/2023	\$ 85,783.84
PAYROLL	03/02/2023	\$ 88,559.39
		<u>\$ 174,343.23</u>

With an expenditure breakdown by fund as follows:

GENERAL A0 FUND	\$ 194,170.18
WATER FX FUND	\$ 16,379.08
SEWER G0 FUND	\$ 28,466.82
CAPITAL PROJECTS H0 FUND	\$ -
PAYROLL TA FUND	\$ 174,343.23
TOTAL	<u>\$ 413,359.31</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: \_\_\_\_\_ March 8, 2023