

**AGENDA  
REGULAR MEETING OF THE  
MECHANICVILLE CITY COUNCIL  
SENIOR CITIZEN'S CENTER  
178 NORTH MAIN STREET  
MECHANICVILLE, NY  
May 10, 2023**

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

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

4. ACCEPTANCE OF THE MINUTES OF THE PREVIOUS MEETING ON April 12, 2023

**MOVED BY:**

**SECONDED BY:**

**AYES:**

**NAYS:**

5. COMMISSIONER REPORTS:

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

**CHIEF RABBITT  
MFD CHIEF DUNN  
SUPERVISOR RICHARDSON**

6. Public Hearing (Code Changes)

7. Public Comment:

**8. RESOLUTIONS:**

**RESOLUTION 36-2023 Vehicle Purchase**

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

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

**RESOLUTION 37-2023 Public Hearing (Brownfield Opportunity)**

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

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

**RESOLUTION 38-2023 Re-appointment (Police-Civilian Internal Affairs Review Commission)**

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

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

**RESOLUTION 39-2023 Re-appointment (Civil Service)**

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

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

**RESOLUTION 40-2023 Bid for Dump Body**

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

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

**RESOLUTION 41-2023 Youth Service Project Agreement**

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

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

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

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

**RESOLUTION 42-2023 Public Hearing Notice**

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

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

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

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

**RESOLUTION 43-2023 Abandon Automobiles**

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

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

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

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

**RESOLUTION 44-2023 Outdoor Storage**

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

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

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

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

**9. NEW BUSINESS:**

**10. OLD BUSINESS:**

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

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

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

Roll Call      AYES \_\_\_\_\_

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

12. EXECUTIVE SESSION: Time \_\_\_\_\_

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

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

13. ADJOURNMENT: Time \_\_\_\_\_

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

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

RESOLUTION NO.: 36-2023

WHEREAS THE CITY OF MECHANICVILLE DEPARTMENT OF PUBLIC WORKS (DPW) is in need of a new truck; and

WHEREAS DPW HAS IDENTIFIED A VEHICLE that meets their needs;

NOW THEREFORE BE IT RESOLVED THAT the Mechanicville City Council authorizes the purchase of a 2024 Ford F-750 DRW off of State Contract No. 02115R from Autosaver Ford 11125 State Route 22 Comstock, NY at a cost of \$93,440.00.

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

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

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

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

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

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

May 10, 2023

Status

Vehicle

CONCEPTS Message

(F7D) 2024 F-750 Diesel

S005 - INQUIRY IS COMPLETE

Order Information

No of Units: 1  
 Cust/Fleet Name: FORD  
 End User FIN Code: ST999  
 Order Number: L100  
 Order Type: Fleet  
 PO Number: LEFTY  
 Init: A  
 Ordering FIN Code: ST999  
 Dealer Code: F13499

Order Details

Qty	Priority	Ext Paint	Roof	Accent	Ship-to
1	20	YZ			

Pricing Summary

Price Level: 415	MSRP	Invoice
Base Price	\$79,355.00	
Options	\$14,085.00	
Fuel Charge	\$0.00	
Destination	\$0.00	
Total	\$93,440.00	

Pricelines

CODE	Description	MSRP	INVOICE
		\$0.00	
YZ	OXFORD WHITE	\$0.00	
L	30/70 AIR VNL	\$440.00	
E	STEEL GRAY	\$0.00	
600A	PREF EQUIP PKG	\$0.00	
	.21K REAR AXLE	\$0.00	
	.REAR SEAT DELET	\$0.00	
	.MANUAL BLK 96"	\$0.00	
	.AM/FM W/CLOCK	\$0.00	
	.AUXILIARY SWITC	\$0.00	
99E	6.7L DSL 300HP	\$1,995.00	
	.10 SPD AUTO DSL	\$0.00	
T2E	11R22.5H XMULTI	\$240.00	
X6B	6.17 AXLE RATIO	NC	
RMB	11R22.5H XMULTD	\$405.00	

2/21/23, 11:16 AM

Ford AccuQuote

CODE	Description	MSRP	INVOICE
15S	FRT STA BAR	\$490.00	
16V	VOLTMETER	\$100.00	
164	CLRNC LGTS CLR	\$30.00	
166	MUD FLAPS	\$155.00	
17D	DUAL HD ALT 357	\$855.00	
17M	BACKUP ALARM	\$110.00	
17W	WI-FI DELETE	-\$20.00	
18D	DE-RATE GVWR	\$120.00	
425	50 STATE EMISS	NC	
43P	12K FRONT AXLE	\$525.00	
55M	JUMP START STUD	\$90.00	
55P	110V AC OUTLET	\$100.00	
59D	BODY BUILD WRG	\$70.00	
60A	SYN WHL BRG LUB	\$50.00	
607	SYN LUB RR-AXLE	\$100.00	
61D	12K FRT SUSP	\$305.00	
63D	BTRY-3 12V 2700	\$250.00	
649	22.5X8.25 BLACK	\$60.00	
65F	115 GAL FL TNK	\$915.00	
669	22.5X8.25 BLACK	\$120.00	
85A	ANTI THEFT SYS	\$120.00	
85K	REM KEYLESS ENT	\$195.00	
86B	FIXED GRILLE	\$125.00	
86H	RAPID-HEAT	\$610.00	
87H	ASSIST - HYD BK	\$1,410.00	
90A	INT APP GROUP	\$735.00	
90P	PWR EQUIP GRP	NC	
91D	VERT EX RT SIDE	\$715.00	
92J	GAUGE DIESEL	NC	
961	REAR SHOCKS	\$165.00	
	TOTAL BASE AND OPTIONS	\$93,440.00	
	TOTAL	\$93,440.00	
	*NOT AN INVOICE*	\$0.00	

Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO.: 37-2023

WHEREAS IT IS THE INTENT OF THE CITY OF MECHANICVILLE to seek a Brownfield Opportunity Area (BOA) Designation from the NYS Department of State; and

WHEREAS IT IS A REQUIREMENT OF THE DESIGNATION APPLICATION to hold a Public Hearing to receive public comment regarding the BOA Designation;

NOW THEREFROE BE IT RESOLVED THAT THE Mechanicville City Council approves a Public Hearing for Wednesday June 14, 2023 at 6:00PM at the Mechanicville Senior Center 178 North Main St. to receive public comment regarding the proposed BOA Designation application.

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

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

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

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

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

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

May 10, 2023



**RESOLUTION: 38-2023**

**WHEREAS**, it was recommended by the Police Reform and Reinvention Collaborative Committee to restart a Police-Civilian Internal Affairs Review Commission; and

**WHEREAS**, this committee serves an important function which advances the purpose of Executive Order 203;

**WHEREAS**, the terms of two (2) members are set to expire/have expired; and

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

That the City Council hereby authorizes the Mayor to re-appoint Kevin Smith for a three (3) year term expiring December 31, 2023, and Amy Pickett for a three (3) year term expiring December 31, 2023.

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

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

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

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

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

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

May 10, 2023

RESOLUTION NO.: 39-2023

WHEREAS DAWNMARIE ROBENS WAS APPOINTED CHAIRPERSON of the Mechanicville Civil Service Commission, Resolution No. 08-2023, at the February 8, 2023 City Council meeting; and

WHEREAS THE TERM OF THE APPOINTMENT WAS FROM February 6, 2023-May 31, 2024; and

WHEREAS IT HAS BEEN DETERMINED THAT THE term should be a full (6) six year term ending May 31, 2028.

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL approve the appointment of Dawnmarie Robens to the position of Chairperson of the Mechanicville Civil Service Commission for a (6) six year term which expires May 31, 2028.

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

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

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

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

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

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

May 10, 2023

RESOLUTION NO.: 40-2023

WHEREAS THE CITY OF MECHANICVILLE DEPARTMENT OF PUBLIC WORKS (DPW) is in need of a new truck; and

WHEREAS THE MECHANICVILLE CITY COUNCIL HAS APPROVED THE purchase of a new 2024 Ford F-750 truck. The truck is in need of a new Dump Body;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes a public bid for the dump body needed for the new 2024 Ford F-750 purchased by the City. The Public Bid will be opened publically in the office of the Commissioner of Accounts at 10AM June 8, 2023.

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

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

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

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

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

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

May 10, 2023

RESOLUTION NO.: 41-2023

WHEREAS, the City of Mechanicville would like to enter into an agreement with The Saratoga County Department of Aging and Youth Services.

WHEREAS, the Saratoga County Department of Aging and Youth Services shall operate a Youth Service Project in the City of Mechanicville from January 1, 2023 to September 30, 2023.

WHEREAS, The County will sponsor City of Mechanicville's youth service project and pay the City of Mechanicville a sum not to exceed \$1260.00.

NOW THEREFORE BE IT RESOLVED, that the City of Mechanicville authorizes the Mayor to enter into said agreement commencing January 1, 2023 and ending September 30, 2023.

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

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

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

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

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

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

May 10, 2023



Sandra M. Cross  
Director

Saratoga County  
Department of Aging and Youth Services  
152 West High Street  
Ballston Spa NY 12020

Telephone: (518) 884-4100  
Fax: (518) 884-4104  
E-mail: [aging@saratogacountyny.gov](mailto:aging@saratogacountyny.gov)

**MEMORANDUM**

DATE: April 10, 2023

TO: Fred Hosley, Commissioner of Public Safety  
City of Mechanicville

FROM: Sandi Cross, Director  
Saratoga County Dept. of Aging & Youth Services

SUBJECT: City of Mechanicville Youth Recreation Program Minor Contract  
1/1/2023-9/30/2023

- 
- For Your Signature & Return
  - Per Resolution
  - For Your Approval
  - Per Our Conversation
  - For Your Information
  - For Your Files
  - For Your Review
  - For Appropriate Action
  - Comments/Recommendations
  - Other \_\_\_\_\_

MESSAGE/REMARKS: Enclosed please find 3 copies of the above Agreement. If this agreement meets with your approval, please obtain the appropriate signature on each, print name and date. The County will need original signatures on all three documents **along with proper insurance** mailed to the Department of Aging and Youth for further processing.

**Youth Service Project Agreement**  
**Minor Contract**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 BY AND BETWEEN,

**COUNTY OF SARATOGA**, a municipal corporation of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020, (COUNTY)

-and-

**City of Mechanicville** a municipal corporation of the State of New York, with offices at 36 North Main Street, Mechanicville, New York 12118 (MUNICIPALITY)

QYDS 94672- Youth Recreation

**RECITALS**

- A. The MUNICIPALITY conducts a supervised program for area youth.
- B. The MUNICIPALITY and the COUNTY wish to operate a youth development program project.
- C. All references herein to "OCFS" shall be read to mean the New York State Office of Children and Family Services.
- D. The County is eligible for possible OCFS reimbursement for sponsoring such projects.

NOW THEREFORE, the parties agree that:

- 1. The COUNTY will sponsor the MUNICIPALITY's youth service project and pay the MUNICIPALITY a sum not to exceed \$1,260.00. The actual payment by the County to the Agency is contingent upon the final approval of state aid.
- 2. The MUNICIPALITY agrees to operate a youth service project from January 1, 2023 – September 30, 2023, as outlined in its COUNTY approved "Individual Program Application" for the Youth Services program, at a cost not to exceed "OCFS Funds Requested" \$1,260.00. The terms and conditions of such application are expressly incorporated herein.
- 3. The COUNTY's payment is a reimbursement and conditioned upon the MUNICIPALITY's timely submission of reports, vouchers, time sheets and/or other documents required by the COUNTY, OCFS or the Comptroller.
- 4. The MUNICIPALITY shall pay the COUNTY's non-reimbursable costs for its sponsorship of the MUNICIPALITY's program.
- 5. The MUNICIPALITY agrees to submit an annual program report to the COUNTY. MUNICIPALITY delays may result in nonpayment of its vouchers. The MUNICIPALITY will maintain separate and complete fiscal accounts, records and reports for the program and turn them over to the COUNTY upon demand and/or at the conclusion of the program. MUNICIPALITY also agrees to allow OCFS, or its representatives, to take possession of all books, records and documents relating to this program.

6. The MUNICIPALITY agrees to maintain its program accounts for the program in accordance with generally accepted accounting principles.
7. The MUNICIPALITY hereby authorizes the COUNTY, the local Department of Aging and Youth Services, the local youth boards, and OCFS or their authorized representatives, to make fiscal audits of MUNICIPALITY accounts relating to the program, review program activity, examine and copy all records and reports for the program.
8. The MUNICIPALITY agrees to operate its program in compliance with all applicable laws, rules, and regulations, including the State Youth Commission Act.
9. The MUNICIPALITY agrees that no person shall, on the grounds of race, color, religion, sex, or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any MUNICIPALITY program or activity by the MUNICIPALITY. The MUNICIPALITY will abide by and comply with all state and federal laws concerning discrimination and equal opportunity.
10. The COUNTY's Department of Aging and Youth Services is also responsible for the fiscal accountability, monitoring, and evaluation of the project. The COUNTY is hereby authorized to monitor each program including but not limited to, actual program activity and the preparation of progress reports and evaluations. The MUNICIPALITY shall be responsible for self-monitoring required by the COUNTY.
11. MUNICIPALITY shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the MUNICIPALITY, any person, employed by the MUNICIPALITY, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the program. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.
12. MUNICIPALITY shall provide the COUNTY with proof of general liability insurance issued by a company authorized by license to do business in the State of New York. The policy's minimum coverages shall be \$1,000,000/per occurrence and \$2,000,000 in the aggregate and shall be subject to the approval of the County Attorney. The insurance certificate provided by MUNICIPALITY must also name the COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020 as additional insured and the MUNICIPALITY shall provide the COUNTY with proof of such additional insured status in the form of an Additional Insured Endorsement Rider or other proof acceptable to County. The COUNTY reserves the right to reject any coverage not in conformance with these requirements. MUNICIPALITY'S certificate(s) of insurance must bear a notation evidencing proof of payment of premiums thereon or be accompanied by other evidence of such payment satisfactory to COUNTY.

13. In the event any policy furnished or carried pursuant to this agreement is scheduled to expire on a date prior to the expiration of the term of this agreement, MUNICIPALITY shall deliver to the COUNTY a certificate or certificates of insurance evidencing the renewal of such policy or policies not less than 15 days prior to such expiration date, and the MUNICIPALITY shall promptly pay or cause to be paid all premiums due thereon.
14. In the event MUNICIPALITY receives notice of cancellation of said insurance, MUNICIPALITY shall immediately provide the COUNTY with written notice of such cancellation by no later than the next business day of the COUNTY. Such written notice must be either personally delivered to the Saratoga County Attorney's Office at 40 McMaster Street, Ballston Spa, New York 12020 during normal business hours. MUNICIPALITY shall provide the COUNTY with proof of replacement general liability insurance coverage satisfying the requirements set forth herein within two (2) COUNTY business days of the MUNICIPALITY'S receipt of said notice of cancellation of MUNICIPALITY'S insurance.
15. Any failure by the MUNICIPALITY to comply with the insurance requirements of this agreement in a timely manner shall constitute a breach of this agreement, and the COUNTY may, at its option, terminate this agreement upon written notice to the MUNICIPALITY.
16. The above insurance is not, and shall not be construed as, a limitation upon MUNICIPALITY'S obligation to indemnify the COUNTY.
17. This Agreement shall be void and of no effect unless throughout the term of this Agreement MUNICIPALITY, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such Workers' Compensation Insurance coverage shall be provided to COUNTY.
18. MUNICIPALITY personnel will operate the youth development program project.
19. The MUNICIPALITY agrees to record the specific client information requested by the COUNTY.
20. If the project is ended before September 30, 2023, the MUNICIPALITY will:
  - a. Incur no further obligation beyond the termination date.
  - b. Within 30 days, submit full report of receipts and expenditures of funds and program activities, accomplishments, and obstacles encountered relating to this agreement.
21. The COUNTY may terminate this agreement upon 30 days written notice to the MUNICIPALITY. Notice shall be sent by ordinary mail or certified mail return receipt requested addressed to the MUNICIPALITY at the above address or any other address as the MUNICIPALITY shall specify in writing.
22. The MUNICIPALITY acknowledges and agrees that, in the event of program termination, any equipment purchased with OCFS funds pursuant to this agreement shall revert to and be turned over by MUNICIPALITY to the COUNTY.



23. The MUNICIPALITY is prohibited from assigning or transferring any interest herein without prior COUNTY approval.
24. Notwithstanding any other provision hereof, the MUNICIPALITY's relationship to the COUNTY shall be that of an independent contractor. MUNICIPALITY is not a COUNTY agent or employee and shall not so represent itself to any third party. MUNICIPALITY employees are not entitled to any COUNTY benefits.
25. The MUNICIPALITY agrees that no funds received pursuant to this agreement will be used for sectarian purposes or to further the advancement of any religion.
26. The MUNICIPALITY agrees that if it is, or deemed to be a religious or denominational institution or organization, or an organization operated for a religious purpose which is supervised or controlled by or in connection with a religious or denominational institution or organization, in providing services hereunder, it will:
  - a. Not discriminate against any employee or applicant for employment on the basis of religion and will not limit or give preference in employment to persons on the basis of religion;
  - b. Not discriminate against any youth seeking to participate or participating in any program or activity of this agreement and will not limit the programs and activities or give preference to persons on the basis of religion.
  - c. Provide no religious instruction or counseling. Conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under any agreement with OCFS.
27. The MUNICIPALITY shall ensure that the grounds, structure, building, and furnishings at the program site are maintained in good repair, free from any danger to health and safety and comply with all applicable laws, codes, rules and regulations.
28. Funding for this agreement is contingent upon re-appropriation of such funds to OCFS for operation of programs designed to prevent juvenile delinquency and promote youth development. If funds are not re-appropriated for this purpose, or if the full amount anticipated by OCFS and/or the COUNTY is not available, then this agreement may be terminated or the amount payable to the MUNICIPALITY reduced at the discretion of OCFS and/or the COUNTY.
29. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted and, if through mistake or otherwise, such provision is not inserted, then upon the application of either party, this agreement shall be amended forthwith to make such insertion.
30. The law of the State of New York shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. Venue of any legal action shall be Saratoga County, New York, and action must be commenced in the Saratoga County Court.
31. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

- 32. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.
- 33. This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

APPROVED AS TO

**COUNTY OF SARATOGA**

FORM AND CONTENT:

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Steven J. Bulger,  
County Administrator  
Pursuant to Resolution: 204-2015

Date: \_\_\_\_\_

**City of Mechanicville**

By: \_\_\_\_\_  
\_\_\_\_\_  
(name)  
\_\_\_\_\_  
(title)

\_\_\_\_\_  
Federal EIN

Date: \_\_\_\_\_

**COUNTY OF SARATOGA**

**REQUEST FOR MINOR CONTRACT**

(maximum \$15,000 for services rendered after October 20, 2015)

TO: COUNTY ADMINISTRATOR

DATE: 03/1/2023

I hereby request approval for the following described minor contract (please attach to this Request any written proposal or quote received, whether by letter, email, proposed contract, etc.):

AMOUNT : \$ 1,260.00

TERM: 01/01/2023-09/30/2023

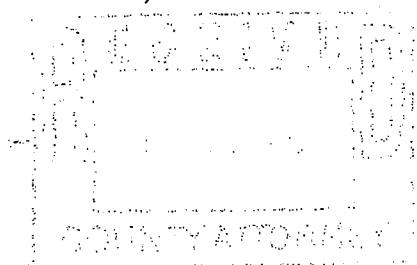
VENDOR : City of Mechanicville (AGENCY)

(Identify exact business entity, whether corporation, LLC, partnership, d/b/a, etc. List both entities of a d/b/a.)

ADDRESS: 36 North Main Street

Mechanicville, NY 12118

Vendor # 203864



SERVICES TO BE PROVIDED TO COUNTY:

QYDS program # 94672-Youth Recreation. The AGENCY conducts a supervised program for area youth as outlined in its COUNTY approved "Individual Program Application" for the purpose of providing positive youth development and/or juvenile delinquency prevention and reports outcomes according to NYS Office of Children and Family Services (OCFS) requirements for reimbursement.

REASON FOR REQUEST:

To appropriate Youth Development Program Funding received from NYS Office of Children and Family Services (OCFS) for the purpose of providing positive youth development and/or juvenile delinquency prevention programming to the youth of Saratoga County.

BUDGET ACCOUNT TO BE USED: A.76.771.7733

COMMENTS:

The COUNTY's payment is a reimbursement and conditioned upon the AGENCY's timely submission of annual reports, vouchers, time sheets and/or other documents required by the COUNTY, OCFS or the Comptroller.

IF WAIVER OF INSURANCE REQUESTED, PLEASE EXPLAIN:

DEPARTMENT: Dept. of Aging and Youth

[Signature]  
(SIGNATURE OF DEPARTMENT HEAD)

\*\*\*\*\*

APPROVED: 3/27/2023  
Date

[Signature]  
COUNTY ADMINISTRATOR

**THIS REQUEST IS PART OF THE AGREEMENT AND MUST REMAIN ATTACHED**

RESOLUTION NO.: 42-2023

WHEREAS THE MECHANICVILLE CITY COUNCIL WISHES TO AMEND Section 183-4 (A), Section 183-11 and Section 183-12 of the City Code to substitute all of the streets in the City for the streets listed in section 183-4 (A), 183-11 and 183-12 of the City Code;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes a Public Hearing for Wednesday June 14, 2023 at 6:00PM at the Mechanicville Senior Center. The purpose of the Public Hearing is to receive public input regarding amending Section 183-5 (A), 183-11 and 183-12 of the Mechanicville City Code.

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

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

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

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

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

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

May 10, 2023

RESOLUTION NO.: 43-2023

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

WHEREAS ONE OF THE RECOMMENDATIONS INVOLVED the adoption of a change in the City Code to update the Code regarding Abandon Automobiles; and

WHEREAS IT IS THE DESIRE OF THE MECHANICVILLE 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 changes effective immediately.

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

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

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

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

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

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

May 10, 2023

**Purpose.**

The outdoor storage of abandoned, junked, discarded and unlicensed motor vehicles and/or parts thereof upon privately owned properties within the City of Mechanicville is hereby regulated for the preservation of the health, safety and general welfare of the community. Such storage of said vehicles and/or parts constitutes an attractive nuisance to children and imperils their safety. Such storage also endangers person and property, is unsightly, depreciates property values and constitutes a public nuisance.

**Definitions.**

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

**ABANDONED MOTOR VEHICLE**

The intent of the owner of a motor vehicle not in use shall establish it as abandoned. The intent of the owner shall be determined by the physical condition of the motor vehicle, his statements as to its abandonment, the length of time since the motor vehicle has last been used on the public highway, whether the motor vehicle is currently licensed and other relevant facts and, with respect to a vehicle not required to be licensed or a motor vehicle not usually used on the public highways, the length of time since it was last used for the purpose intended, any statements as to its abandonment by the owner and other relevant facts.

**DISCARDED MOTOR VEHICLE**

Any motor vehicle which the owner thereof, as established by the surrounding circumstances, does not intend to recover the possession of or any motor vehicle the owner of which cannot be found after reasonable inquiry.

**JUNKED MOTOR VEHICLE**

Any motor vehicle in such condition as to cost more to repair and place in operating condition than its reasonable market value at the time before such repairs.

**MOTOR VEHICLE**

Every vehicle operated, driven or capable of being operated or driven upon a public highway by any power other than muscular power. For the purposes of this chapter, "motor vehicle" shall include tractors used exclusively for agricultural purposes, self-propelled harvesting machines and self-propelled caterpillar or crawl-type equipment. For the purpose of this chapter, the term "motor vehicle" shall also include motorcycles, buses and house trailers.

**OWNER OF MOTOR VEHICLE**

The person having the ownership of or title to a motor vehicle, including a person entitled to the use and possession of a motor vehicle subject to a security interest in another person and also including any lessee or bailee of a motor vehicle having the use thereof under lease or otherwise.

**OWNER OF PRIVATE PROPERTY**

Includes the legal owner, contract purchaser, tenant, lessee, occupant, undertenant, receiver or assignee of premises or property located within the City of Mechanicville.

**PREMISES**

Includes all parcels of real property situated in the City of Mechanicville, whether occupied or vacant, irrespective of size or topography.

**UNLICENSED MOTOR VEHICLE**

Any motor vehicle which has not been licensed with the proper authorities for a period of at least 30 days from the expiration of the last licensing period.

**Restrictions on outdoor storage.**

**A.**

Each property owner (residential and agricultural residential) will be permitted one unlicensed car for seasonal use, provided that it carries a valid effective New York State inspection sticker.

**B.**

It shall be unlawful for any person, firm or corporation, either as owner, occupant, lessee, agent, tenant or otherwise, of any private property within the City of Mechanicville to store or deposit outside or cause or permit to be stored or deposited outside any abandoned, junked or discarded or unlicensed motor vehicle or motor vehicles and/or parts thereof upon any private land within the limits of the City of Mechanicville.

**C.**

This restriction shall not apply to licensed junkyards.

**Notice of violation.**

**A.**

If the provisions of the foregoing sections are violated, the Building Inspector/ Code Enforcement Officer shall serve written notice, either personally or by regular mail, upon the owner, occupant or person having charge of any such private property to comply with the requirements of this chapter. The Building Inspector/ Code Enforcement shall determine ownership of any parcel of land in the City of Mechanicville from the current assessment rolls of the City.

## **City Court appearance.**

In the event that an abandoned, junked, discarded or unlicensed motor vehicle or parts thereof are not removed as prescribed above, the interested person(s) shall appear before the City Court of the City of Mechanicville as prescribed by appearance ticket to show cause why any such vehicle or parts have not been removed. At the time of said appearance or hearing, the Court shall determine if said person(s) is in violation of this chapter and order any such vehicle(s) or parts to be removed within three calendar days from the date of the City Court appearance. Failure to comply with any order by the Mechanicville City Court for said removal will result in the following action: to wit, the City of Mechanicville and/or its agents shall enter said property and cause the vehicle and/or parts to be removed and destroyed. Any expenses incurred by the City of Mechanicville shall be assessed against the property as described in the notice, all in the manner provided by law.

## **Penalties for offenses.**

### **A.**

Any owner, occupant, lessee, agent or tenant who shall neglect and refuse to remove an abandoned, junked, discarded or unlicensed motor vehicle or parts as required by this chapter or who shall fail or refuse to comply with the order of the Mechanicville City Court to remove a motor vehicle or part after notice and hearing as herein provided or who shall violate any of the provisions of this chapter or who shall obstruct or resist the duly authorized agents, servants, officers and employees of the City of Mechanicville in the removal and destruction of a motor vehicle as described herein shall, upon conviction thereof, be fined a sum not to exceed \$250 for each such violation. Each separate occurrence may constitute a separate violation.

### **B.**

Nothing herein contained shall prevent the City of Mechanicville from directing the removal of a motor vehicle or part thereof in accordance with the terms and provisions of this chapter in addition to imposing the penalties herein provided.



**Effect on prior laws.**

This chapter supersedes and repeals all other laws, ordinances or resolutions governing, regulating or affecting abandoned, junked, discarded or unlicensed vehicles on private property.

**Severability.**

The invalidity of any clause, sentence, paragraph or provision of this chapter shall not invalidate any other clause, sentence, paragraph or part thereof.

**When effective.**

This chapter shall take effect immediately.

RESOLUTION NO.: 44-2023

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

WHEREAS ONE OF THE RECOMMENDATIONS INVOLVED the adoption of a change in the City Code to update the Code regarding Outdoor Storage of Materials and Equipment; and

WHEREAS IT IS THE DESIRE OF THE MECHANICVILLE 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 changes effective immediately.

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

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

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

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

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

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

May 10, 2023

## **Outdoor storage of materials and equipment.**

These regulations are intended to regulate the outdoor storage of materials to preserve the aesthetics of the underlying district.

### **A.**

No material of any kind shall be stored outdoors in any zoning district, except a one- or two-family lot, unless:

#### **(1)**

Allowed as part of an approved site plan;

#### **(2)**

Used in the construction or alteration of a structure on the same lot or in the same development and stored for not more than 30 days after completion of construction; or

#### **(3)**

Such outdoor storage is limited to machinery, equipment or supplies essential to the operation or storage of any products grown on the premises of a farm or nursery.

### **B.**

No front yard shall be used for any open storage or other storage of equipment such as motor homes, camping trailers, boats, utilities trailers or other similar equipment.

### **C.**

All enclosed storage shall be within structures, which meet the requirements of the New York State Code, Rules and Regulations. Storage in mobile homes not connected to public utilities or tractor-trailer bodies is not allowed in any district.