

AGENDA
REGULAR MEETING OF THE
MECHANICVILLE CITY COUNCIL
SENIOR CITIZEN'S CENTER
178 NORTH MAIN STREET
MECHANICVILLE, NY
September 13, 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 August 9, 2023

MOVED BY:

SECONDED BY:

AYES:

NAYS:

5. ACCEPTANCE OF THE MINUTES OF THE SPECIAL MEETING ON August 14, 2023

MOVED BY:

SECONDED BY:

AYES:

NAYS:

6. COMMISSIONER REPORTS:

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

CHIEF RABBITT
MFD CHIEF DUNN
SUPERVISOR RICHARDSON

7. Public Comment:

8. RESOLUTIONS:

RESOLUTION 82-2023 Code Book Changes

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 83-2023 Stormwater Drainage Study

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 84-2023 ADA Compliance

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 85-2023 United Court System Contract

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 86-2023 Animal Control Pay Change

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 87-2023 Dam Improvement Project Closeout

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 88-2023 Part-time Code Enforcement Officer

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 89-2023 Auction Results

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 90-2023 Public Hearing (Bus Bid)

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 91-2023 Public Hearing (Water Rate)

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 92-2023 Payroll and Vouchers

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: _____

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

	Balance 8/1/2023	Receipts	Disbursements	Balance 8/31/2023
General Fund:				
Checking	3,062,241.86	191,221.79	526,190.58	2,727,273.07
Petty Cash	400.00	0.00	0.00	400.00
Total General Fund	<u>3,062,641.86</u>	<u>191,221.79</u>	<u>526,190.58</u>	<u>2,727,673.07</u>
City Clerk Account	<u>0.00</u>	<u>2,208.57</u>	<u>2,208.57</u>	<u>0.00</u>
Payroll	<u>73,987.52</u>	<u>185,236.04</u>	<u>259,795.26</u>	<u>-571.70</u>
Capital Fund	<u>932,761.41</u>	<u>71,849.93</u>	<u>613,505.61</u>	<u>391,105.73</u>
Escrow Account	<u>11,841.26</u>	<u>32.17</u>	<u>0.00</u>	<u>11,873.43</u>
Central Ave Drainage Project	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Community Development				
Home Grant Program	0.00	55,946.25	0.00	55,946.25
USDA Revolving Loan Funds	79,327.13	333.33	0.00	79,660.46
Total Community Development	<u>79,327.13</u>	<u>56,279.58</u>	<u>0.00</u>	<u>135,606.71</u>
Total Cash	<u>4,167,424.04</u>	<u>506,828.08</u>	<u>1,401,700.02</u>	<u>3,272,552.10</u>

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

	<u>General Fund</u>	<u>City Clerk</u>	<u>Payroll</u>	<u>Capital Fund</u>	<u>Escrow Account</u>	<u>Central Ave Drain</u>	<u>2015 Home Grant</u>	<u>USDA</u>
08/01/2023								
Checking	3,062,241.86	0.00	73,987.52	932,761.41	11,841.26	0.00	0.00	79,327.13
Petty Cash	400.00							
Total	<u>3,062,641.86</u>	<u>0.00</u>	<u>73,987.52</u>	<u>932,761.41</u>	<u>11,841.26</u>	<u>0.00</u>	<u>0.00</u>	<u>79,327.13</u>
Add Cash Receipts:								
Taxes, Penalties & Interest	337.27							
School Taxes & Penalties	3,246.97							
Water & Sewer Revenues	29,465.66							
Sales Tax	79,403.00							
State Aid and Grants	8,914.75						55,946.25	
Interest					32.17			
Transfers			185,236.04					
Capital Projects								
BAN/Bond Proceeds								
Other	69,854.14	2,208.57		71,849.93				333.33
Total Cash Receipts	<u>191,221.79</u>	<u>2,208.57</u>	<u>185,236.04</u>	<u>71,849.93</u>	<u>32.17</u>	<u>0.00</u>	<u>55,946.25</u>	<u>333.33</u>
Less Cash Disbursements:								
Payrolls	185,236.04		259,795.26					
Checks	340,954.54	2,208.57		613,505.61				
Debt Service Payments								
Transfers								
Total Cash Disbursements	<u>526,190.58</u>	<u>2,208.57</u>	<u>259,795.26</u>	<u>613,505.61</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Book Balance 8/31/23	<u>2,727,673.07</u>	<u>0.00</u>	<u>-571.70</u>	<u>391,105.73</u>	<u>11,873.43</u>	<u>0.00</u>	<u>55,946.25</u>	<u>79,660.46</u>
Less: Deposits in Transit	170.30	57.00						
Add: O/S Checks	132,098.73	2,208.57	10,490.29					
Bank Balance 8/31/23	<u>2,859,601.50</u>	<u>2,151.57</u>	<u>9,918.59</u>	<u>391,105.73</u>	<u>11,873.43</u>	<u>0.00</u>	<u>55,946.25</u>	<u>79,660.46</u>

RESOLUTION NO.: 82-2023

WHEREAS THE CITY OF MECHANICVILLE HAS MADE CHANGES TO THE CITY CODE in recent years; and

WHEREAS THE CITY CODE BOOK HAS NOT been updated since 2017; and

WHEREAS IT IS THE DESIRE OF THE MECHANICVILLE CITY COUNCIL to bring the City Code Book, updated in 2017, up to date with all of the changes that have been made;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes the Mayor to sign an agreement with General Code of Rochester NY to review and bring the City Code Book up to date. The cost of the contract is \$14,500.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

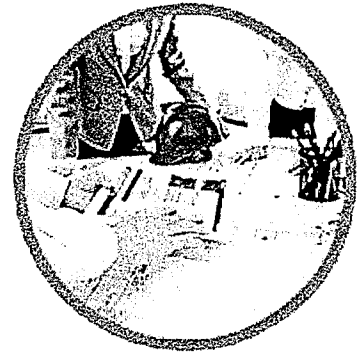
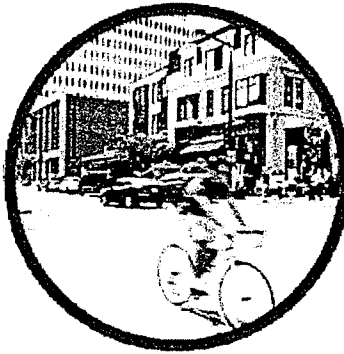
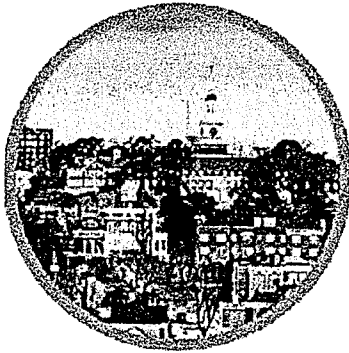
Commissioner Seber _____

Commissioner Sgambati _____

Commissioner Hosley _____

September 13, 2023

GENERAL[®] CODE



Proposal for Codification Services

PREPARED FOR:

City of Mechanicville, New York

PREPARED BY:

TODD METCALFE

CODIFICATION ACCOUNT MANAGER

tmetcalfe@generalcode.com

800.836.8834

DATE:

August 4, 2023

(Valid for six months)

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Executive Summary

A thorough review of your request has given us a better understanding of your unique needs and helped us determine ways that we can partner with you to make the City of Mechanicville's Code a more useful and effective resource for your community. The executive summary below serves as an overview for building a collaborative codification solution that can help the City achieve its goals.

Situation Analysis

The City of Mechanicville's Code was originally codified in 1964, and it was recodified in 2017. As a result, the Code may contain inconsistencies, errors and outdated information that could potentially affect the Code's enforceability and alignment with relevant New York statutes.

It is our understanding that the City would like a complete recodification, including a comprehensive review and update of the 2017 Code, to include all legislation of a general and permanent nature to Local Law 7-2023. This process would ensure that legislation is up-to-date and is in line with New York statutes and the current needs of your constituents, in addition to making the overall Code consistent in organization, format, style, and content.

The City would also like to provide access to the Code and make it easier for constituents and staff to find information by implementing a fully searchable online version of its Code, housed on our unparalleled *eCode360* platform.

Our Solution

Our comprehensive codification solution for Mechanicville includes:

Create an Updated Code

General Code[®] will provide the City with an updated Code that is clear and easy for your community to access and use.

An Editorial and Legal Analysis

This process will identify conflicts, redundancies and inconsistencies in the Code and enable you to incorporate the necessary revisions to ensure that your Code is enforceable and fully complies with New York statutes.

An online Code housed on our innovative *eCode360* platform

Created for a variety of users, *eCode360* makes the complete current text of your Code available online in a format that is easy for your community to use and is fully searchable.

5 custom printed Code books, with an option for additional printed volumes

We will provide you with 5 fully customized print copies of your new Code, with additional copies as requested.

Solution Benefits

A comprehensive codification solution from *General Code* will:

1. Deliver a Code that is always accessible to the public and up-to-date
2. Help you keep Mechanicville's Code enforceable
3. Improve transparency with constituents
4. Save Mechanicville's staff time and resources by empowering constituents to find Code information independently

Who Benefits?

1. Constituents—Citizens will be able to find and use laws in a comprehensive, up-to-date and understandable format
2. Staff—All staff members will be able to gather the information they need to answer questions from both citizens and other municipal officials
3. Planners/Developers—Your new Code will provide a clear view of existing regulations and make it easier to determine the impact of proposed changes and amendments on development and growth initiatives
4. Attorneys—Legal staff can draft and amend legislation more efficiently by using *eCode360* to research similar laws that other communities have passed

Mechanicville's Investment

The price of *General Code's* recommended solution will be \$14,500.

A detailed breakdown of the investment and available options can be found in the Investment Details and Options section on page 11.

General Code, America's Next Generation Codifier

When local governments and constituents work well together, shared ideas and diverse talents can be focused where they need to be – on the community's common interests and vision for the future. At *General Code*, we focus on simplifying the ways that local governments and their constituents find, access, and share information by innovating forward-thinking technologies and processes. By intelligently connecting vital code information in a digital environment, communities can work better together to more effectively overcome challenges and create opportunities for growth. From online municipal codes to interactive zoning maps, it is our goal to empower everyone in our client communities to rise, transform, and thrive.

We would be proud to partner with your community, too.

Our Experience

For 60 years, *General Code* has worked with more than 4,000 communities to build, maintain, and publish Codes that are clear, accessible, and easy-to-use. We have assembled a staff of highly trained project managers, editorial assistants, attorneys, legal editors, production staff, account managers, training specialists, service representatives, and software engineers that have unique expertise in codification. With backgrounds in municipal law and local government and an average of 17 years of hands-on experience working with municipalities, every segment of our team is uniquely qualified to partner with your community.

A Member of the ICC Family of Solutions

The International Code Council is the leading global source of model codes and standards and building safety solutions. Code Council codes, standards and solutions are used to ensure safe, affordable and sustainable communities and buildings worldwide.

General Code's partnership with ICC strategically aligns our companies' like-minded missions, values and long-standing commitment to building strong partnerships with local governments. It also gives *General Code* even greater capacity to build on our portfolio of municipality-focused solutions by tapping into the expanded resources and global reach of ICC.

Our Technical Focus

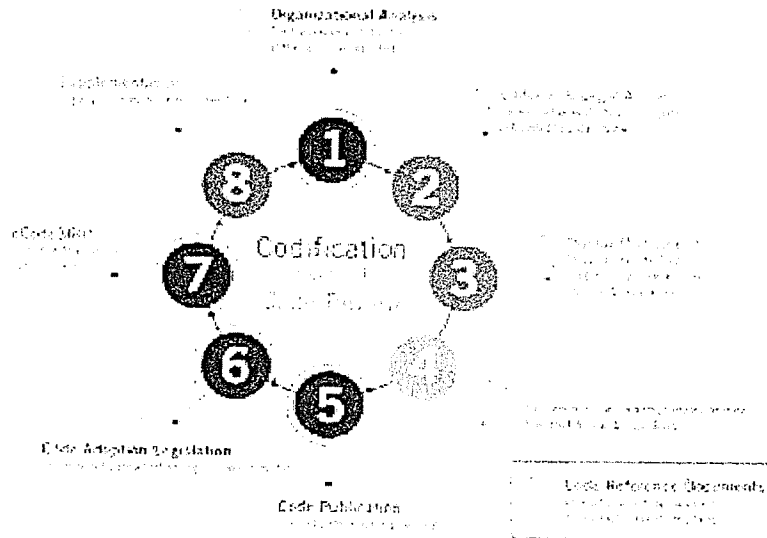
Technology has changed your community's expectations about accessing and interacting with complex Code information. Therefore, we handle Code information differently. With *General Code*, your Code is more than just static text; using our proprietary publishing system, we store your Code as dynamic data, making it easy to update and present in multiple ways that meet your staff's and community's needs. Using the data from your Code as a basis, *General Code* provides an ever-expanding suite of seamless solutions that save time and simplify how you serve your community.

Our Process

General Code's process workflow is highly collaborative, allowing you to engage with a Code consultant at every key stage of the codification process. We guide you through each phase of the process to keep you informed and help the project stay on track. Our Code consultants are invested in working with local governments and strive to ensure that your Code improves transparency within your community while accurately reflecting your laws.

The *General Code* Recommended Solution and Process

General Code's Approach to Codification



Codification Powered by Code Review brings your code project to life during the milestones of your project. Code Review is a revolutionary legal review platform, shared interactively between the *General Code* project team and your review committee, that guides you through the stages of your Codification project.

Code Review, a secure, searchable platform, gives your codification stakeholders the ability to manage milestones, share and assign questions, and expedite the decision-making process. With digital access to all your relevant project documentation throughout the project, including the analysis, drafts and reference documents, our technology eliminates the need for paper reports, printed legal memorandums or Legal Workbooks.

Codification Powered by Code Review is a collaborative process that will guide you through each project stage. We will prepare your Organizational Analysis, evaluate your legislation, prepare the Editorial and Legal Analysis, and create your Digital Manuscript, so that you can easily access the project documents and make decisions.

This streamlined process allows users to collaborate, annotate, print and share comments among all committee members, while staying connected with your *General Code* Legal Editor. It also will provide, as the project moves forward, a record or memorandum of the changes to be made, as users agree upon and make those decisions.

So how does it work?

When the Digital Manuscript and Editorial and Legal Analysis are ready for review, *General Code* will activate your *Code Review* site and provide your review committee with a secure link to the online version of your in-process Code. We will facilitate a dedicated e-Learning workshop for your

municipal officials, led by our *General Code* training specialist, to guide you through the features and functionality of the platform. *Codification Powered by Code Review* will include these supporting documents as the project progresses through the codification stages:

- Code Project Contract
- Code Project Guidelines
- Organizational Analysis
- Digital Manuscript
- Editorial and Legal Analysis
- Record of any changes to be made
- Code Adoption Ordinance
- Disposition List
- Digital Drafts of your Code

Upon completion of the codification project and adoption of your new Code, the Code will seamlessly transition from the private *Code Review* platform to your public *eCode360* site and will house the adopted version of your Code, which is available to the public.

Below is an outline of the process for completing your recodification project.

Project Launch

General Code will consult with Mechanicville's designated contact person to review the project generally and to clarify any initial questions for both *General Code* and the City. To begin the project, the City and *General Code* shall confirm the source materials for the project. For more detail, see the source materials listed on page 10.

Organizational Analysis

We will prepare an Organizational Analysis of your legislation for the City to review. The Code will be organized, retaining the same system used in the current Code. The chapter numbering will be retained since this system has worked well for the City. Your editor will prepare an Organizational Analysis for the City to review, including a listing of legislation reviewed, along with questions about any missing material and adoption dates as well as any other questions pertaining to the completeness of materials being reviewed.

The City will review the Organizational Analysis and make whatever changes it feels are necessary. An editor will incorporate the feedback received into the project and move forward to prepare the Manuscript and the Editorial and Legal Analysis.

Editorial and Legal Analysis with Manuscript

As needed, we will prepare a Manuscript using the materials provided by the City. At this step, we will incorporate amendments into the Manuscript, noting repealed or superseded material. The resulting Manuscript will show exactly the legislation that is currently in effect.

To accompany your Manuscript, we will prepare an Editorial and Legal Analysis for your review. Your project team will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be presented in a progressive format with option sets to guide the user in the decision-making process. City officials, including the City Attorney, will have the final decision-making authority for the resolution of any and all issues.

The Editorial and Legal Analysis will include the following:

- Identification of duplications, conflicts and inconsistencies between or within various sections of the Code

- Identification of duplications, conflicts and inconsistencies with New York statutes

- Any practical recommendations to make your legislation more enforceable

- Suggestions regarding fines, fees and penalties

- Suggestions on ways to modernize your legislation

Your Responsibilities

The City will review the Editorial and Legal Analysis and make the final decisions on any changes that are deemed necessary. All final decisions regarding the sufficiency of the legislation which is to be codified, and any changes to be made to said legislation, shall be the province of the City officials and the City Attorney.

A review period is set by the performance schedule. We stress the importance of staying within the allotted time period to avoid disruptions in the production process and delays in the delivery of the Code.

Code Review

Code Review is a searchable online repository that houses your Code Manuscript and Editorial and Legal Analysis during the review stages of the codification process. When the Manuscript and Editorial and Legal Analysis are ready for review, *General Code* will activate your *Code Review* site and provide your review committee with a link to a secure online version of your in-process Code and the supporting documents, which could include the Code Project Contract, Organizational Analysis, Code Adoption Information, and Disposition List. *Code Review* allows users to reference and search relevant Code sections online as you answer questions and work through conflicts, duplications and inconsistencies within your Code. As the project continues, additional secure drafts will be available on your *Code Review* site, making the review process easy and clear. Upon completion of the project, your *Code Review* site will be replaced by your *eCode360* site and will house the adopted version of your Code, which will be made available to the public. The posting of *Code Review* is considered the first posting of *eCode360*.

Final Editing of the Manuscript and Submission of the Draft

Once the Editorial and Legal Analysis is returned, an editor will begin the final editing process. During this time, we will:

- Edit the text to incorporate any revisions and additions previously approved in the Editorial and Legal Analysis phase

- Update the Table of Contents listing all chapters and articles included in the Code, as applicable

Include cross-references and Editor's Notes, as required, and add historical notations indicating the source and date of adoption of each enactment

Proofread all copy to correct typographical and spelling errors

Using *Code Review*, *General Code* will submit a Draft of the Code for final review by the City. With the submission of the Draft, the editorial work on your project will be completed; therefore, if the City requires any additional changes, further charges will apply.

Prepare Final Deliverables

Upon approval to proceed with the publication of your Code, we will prepare the following final deliverables:

A Comprehensive Index

We will provide you with an index that is designed to let you quickly and easily locate information in the Code.

A Disposition List

Your Code will include a Disposition List that sets forth—in chronological order—the subject matter, date of adoption and disposition of each item of new legislation reviewed with the project. It will also indicate whether those items are included in or omitted from the Code.

Code Adoption Legislation

We will prepare adoption legislation for the proposed Code and give it to the City Attorney for review and enactment by the governing body. The Code should be adopted as soon as possible to formally enact the many revisions authorized by the City and establish the Code as the permanent enforceable system of law in the City. If the Code adoption legislation is enacted and returned to us within 90 days of submission, we will include this material in the Code free of charge. Once the Code is adopted, it can be amended directly to change, add or delete material.

Publish a Secure Online Code with eCode360

Once the final deliverables have been prepared, *General Code* will make your *eCode360* site available to the public. *eCode360* is a secure, reliable online platform created specifically to house codified laws and municipal documents. Built with a variety of user needs in mind, *eCode360* will provide Mechanicville's staff, citizens and businesses with unparalleled flexibility to quickly access and search your Code on a variety of desktop and mobile devices.

eCode360 Benefits:

A centralized solution—laws, regulations and related documents are integrated into a dynamic, centralized resource

Simple to use—*eCode360* is easy and intuitive and offers powerful time-saving features

Always up-to-date—We will update your *eCode360* site with each supplement to your Code

A trusted, "go-to" resource—Empower staff to answer questions with clarity and confidence

Always evolving—We consistently release innovative functionality based on communities' needs

eCode360 Service Level included in this Project: Premium

	Premium eCode360
Annual Maintenance Fee	\$1,195
New Laws	x
Easy and Flexible Searching	x
Dynamic Table of Contents	x
Email or Share Links	x
Printing	x
Bookmarking Searches	x
Archive View	x
"Sticky" Table Headers	x
Administrative Tools	x
Translate	x
eCode360 Search App	x
Linked New Laws	x
Public and Private Notes	x
Sample Legislation (Multicode Search)	x
Download to Word	x
Download to PDF	x
New Laws Indicator	x
Advanced Search	x
Customizable Titles	x
eAlert	x
Public Documents Module	x

For more information about eCode360, see page 16.

Publish a Custom Printed Code

General Code will publish 5 printed copies of your Code in high-quality, custom-imprinted post binders. The Code pages will be designed in an 8 ½-by-11-inch page size, using 11-point Times New Roman font in a single-column format on 100% recycled paper.

General Code lets you customize the look of your final printed Code binder, including the color of your binder (blue, dark red, green, brown, black or gray) and the color of the silk-screen lettering on the binder cover (white, silver or gold). We can also include the City's Seal on the front and spine for added impact at no additional charge. Each copy of the Code will include a set of 15 tab dividers for individual customization and will also be serial-numbered for easy identification.

Provide Ongoing Code Maintenance

The codification process is not truly over when your new Code is delivered. Your community will change and grow, and ultimately, your Code will evolve with it. In order to maintain your Code as an accurate and reliable resource, it is important that the City keeps the Code up-to-date after initial publication. *General Code's* supplementation services are designed to make the process easy, fast and accurate.

For more information about *General Code's* Supplementation Services, see page 23.

Project Materials

Source Materials

General Code will use the following source materials for the recodification project:

A copy of the City's 2017 Code, as downloaded from the City's website July 26, 2023

Uncodified legislation adopted from Local Law 1-2017 to Local Law 7-2023

Project Scope

This proposal and the scope of this project consider only the legislation submitted for review as listed above. The processing, review, and inclusion of any materials not submitted are outside the project scope as proposed and therefore may be subject to additional charges. We request that Mechanicville set up a process to routinely send any new legislation upon adoption. This additional legislation will be included in the Code up to the point where the editorial work has been completed and will be subject to an additional charge at the end of the project.

Special Considerations

General Code has identified the following specific special considerations that will be addressed by our staff as the project progresses:

Please note that it was not clear from our initial review that all of the City's legislation was submitted and considered; for example, we noted no adopted legislation for 2018 through 2022. *General Code* will work with the City to confirm that all Code-relevant legislation is included or, if not, to secure copies of any uncodified ordinances for inclusion in the Code.

Investment Details and Options

Codification Project Price

\$14,000

Services included with the codification project:

- Project Launch

- Creation of a New Code, with Project Scope Including Legislation to Local Law 7-2023

- Editorial Work

- Proofreading

- Shipping

Code Review deliverables:

- Organizational Analysis

- Editorial and Legal Analysis

- Manuscript

- Draft

- Comprehensive Index

- Disposition List

- Code Adoption Legislation

Final deliverables included with the codification project:

- Premium eCode360

- eCode360 Search App

- Publication of 5 Code Volumes in Standard Imprinted Post Binders

 - Customizable Tabs

- Code Adoption Legislation

Optional Components

Estimated Price to Implement Gender-Neutral Language in Code

\$370

A *General Code Editor* will assess your goals and work with you to develop a strategy to make your Code language gender neutral and more inclusive. Typical solutions include direct pronoun replacement. Solutions that are more complex, such as an analysis of gendered terms in your Code or the re-writing of Code text to eliminate the use of pronouns, may be deemed outside of the scope of this project. An estimate for any additional charges will be provided upon request.

General Code Editor is a 501(c)(3) non-profit organization. We are a 501(c)(3) non-profit organization. We are a 501(c)(3) non-profit organization.

Ongoing Services

Premium *eCode360* Annual Maintenance

\$1,195

The maintenance fee is an annual recurring flat fee that begins one year from the initial posting of *eCode360*. Therefore, we recommend that the City budget for this service each year. The fee covers annual licensing, web hosting, posting of new legislation between regular Code supplements and the PubDocs Module. Please note that this does not include the cost for codifying new legislation.

Performance and Payment Schedule

Deliverable	Delivery Date	Payment Milestone
Contract Signing	Within 30 days of contract signing	20% of total project price due
Submission of the Organizational Analysis	Within 80 days of contract signing and receipt of the materials; the City has 30 days for review	20% of total project price due
Submission of the Editorial and Legal Analysis with Manuscript	Within 180 days of receipt of the responses to the Organizational Analysis; the City has 100 days for review	30% of total project price due
Submission of Draft	Within 145 days of receipt of responses to the Editorial and Legal Analysis; the City has 45 days to review	20% of total project price due
Delivery of the Code	Within 40 days of approval to proceed with the publication of the Code	Balance of total project price due

Performance schedule reflects only business days excluding legal holidays.

Authorization and Agreement

The City of Mechanicville, Recodification, August 4, 2023

Codification Project Price \$14,500

Optional Components

Estimated Cost to Implement Gender-Neutral Language in Code \$370

Total Investment

Including all of the options selected above, the total project price will be: \$

The City of Mechanicville, New York, hereby agrees to the procedures outlined above, and to *General Code's* Codification Terms and Conditions, which are available at <http://www.generacode.com/terms-and-conditions-documents/>.

City of Mechanicville, Saratoga County, New York

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

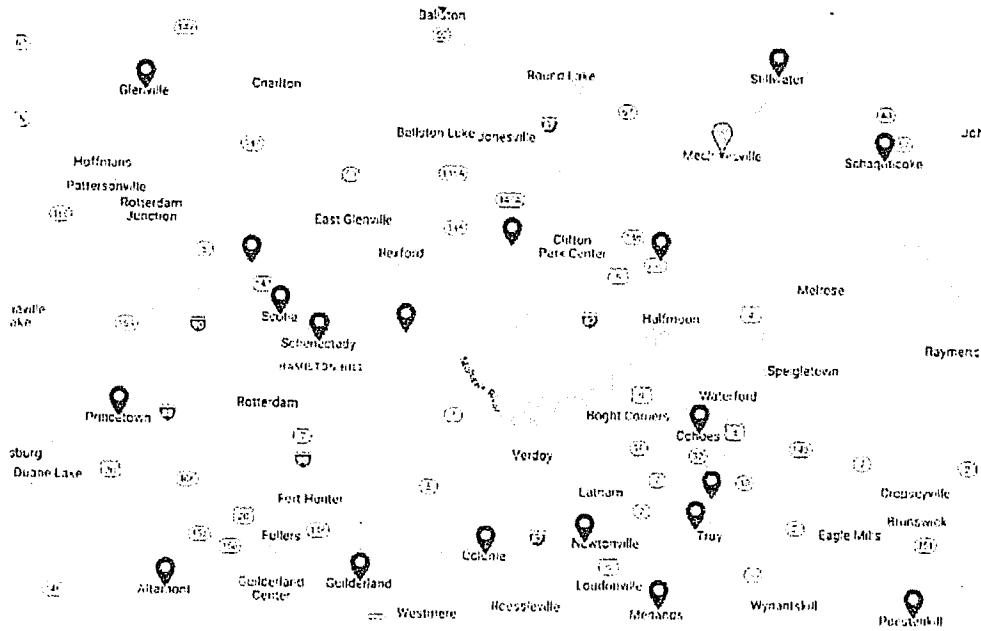
This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to *General Code* to administer the codification project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to Mechanicville for its records.

Scan and email the completed form to contracts@generacode.com. You may also return it by mail to *General Code*, 781 Elmgrove Road, Rochester, NY 14624.

Appendix

New York Communities We Serve

For more than a half century, we have had the pleasure of forming long-term, collaborative working relationships with municipalities of all types and sizes across the country. Below are some of your neighboring municipalities in New York that have trusted *General Code* to codify their laws:



Village of Ballston Spa	Town of Schaghticoke	Village of Round Lake	City of Saratoga Springs
Town of Saratoga	Town of Hadley	Saratoga County	City of Troy
Town of Clifton Park	Town of Halfmoon	Village of Scotia	City of Jamestown
Town of Corinth	Town of Malta	Town of Princetown	City of Cohoes
Village of Corinth	Town of Milton	Town of Stillwater	Village of Menands
Town of Galway	Town of Moreau	Village of Colonie	Town of Greenville

eCode360 Platform

Our eCode360 platform is designed specifically to house codified laws and municipal information. eCode360's intuitive design, responsive navigation, and robust search functionality drive performance and user satisfaction.

Simple for Everyone

eCode360 offers a user experience that's simple and intuitive. Our easy-to-use, uncluttered interface allows users to access, search and share Code sections with incredible speed and precision on desktop and mobile devices. It provides the power to communicate information to everyone in your municipality like never before.

24/7/365 Access and Security

General Code supports your community through technologies that transform your users' experience and empower your community to access, navigate and share your Code in exciting new ways. Our eCode360 platform was designed by our own in-house team of software engineers, experts who understand the importance and value of simplifying how you access and use your Code, generating an impressive 71,000 users a day while boasting an incredible uptime average of 99.9%. eCode360 is available 24/7, 365 days a year.

eCode360 is hosted on Amazon Web Services (AWS)'s EC2, which has an uptime guarantee of 99.99%. Our servers are backed up using IT industry best practices, taking advantage of multiple redundancies and regions within AWS. In addition to a robust disaster recovery plan, we have taken steps to avoid disaster by building eCode360 from the ground up to be secure and scalable. The system is designed and engineered to minimize the possibility of intrusion and uses multiple leading-edge technologies to harden and secure the service.

eCode360 is our proprietary platform, and does not require any Folio installation or licenses.

Maintenance and Updates

eCode360 is maintenance- free for our users. General Code employs a team of software developers, web application developers and system administrators who maintain and update the platform to give you an intuitive and seamless experience with your Code. Our most recent enhancements can be found at <https://www.generalcode.com/happyecode/>.

Free Introductory eCode Webinar for Municipal Staff

Our introductory eCode webinar lets you work online with an experienced Training Specialist who can demonstrate eCode360's powerful tools and offer step-by-step guidance to help you use the Code. A great resource for municipal employees who want to help their constituents!

"Multi-purpose" your Code Content—and better serve your community.

Give departments and individuals within your municipality the ability to view and use the specific Code information they need—when they need it. With eCode360 Content Export, we export your Code's content to an Excel or CSV file. From there, the file can be imported into systems other departments are already using where information from your Code can be quickly viewed and used. This saves others—especially staff who serve the public in the field—the time and effort of searching the entire Code manually to find the particular section they need. For more information about our Content Export services, please contact us at sales@generalcode.com.

Premium eCode360 Features

New Laws	Between regular Code supplements, <i>General Code</i> will temporarily post PDF copies of new legislation to your online Code
Custom Settings for Admin Users	Control the look of your eCode360 by selecting custom colors and accents, and uploading a custom banner or photo
Easy and Flexible Searching	Search by key words, phrases, section numbers and more
Electronic Index	A comprehensive list of key words and phrases to speed searching
Dynamic Table of Contents	Users can find the information they need and see their current location with a table of contents that moves as users browse
Email or Share Links	Email a link to a specific Code section or share via social media
Printing	Print with user-friendly functionality and a variety of user options
Bookmarking	
Searches	Save "favorites" to quickly return to sections of the Code
Archive View	View a permanent archive of your Code, updated with each supplement
"Sticky" Table Headers	Table headers remain stationary as you scroll
Translate	Users can view your Code in more than 100 additional languages
eCode360 Search App	Use your mobile device to search your Code
Linked New Laws	As new legislation is posted, we will add links from the New Laws section of eCode360 to the affected Code chapters or articles
Public and Private Notes	Create personalized links and annotations within the Code
Multicode Search	Search across multiple Codes by municipality, geographic region, government type or population to find sample legislation or other Code content for zoning use, legal cases or historical research
Download to Word	Administrative users can download Code text to a Microsoft Word document to edit and track changes when drafting new legislation
Download to PDF	Public users can directly download Code text to a PDF document
New Laws Indicator	Code Change Indicators help users identify sections of your Code that have been changed and provide links to the new legislation
Advanced Search	Search across the Code, Public Documents, New Laws and Notes using an intuitive query tool and filtering system to quickly pinpoint the most relevant information
Customizable Titles	Administrative users can add customized titles and comments to your legislation in New Laws
eAlert	Public users can sign up to receive notifications of changes in the Code
PubDocs Module	Post non-Code documents along with your online Code

The new version of PubDocs™ is here and ready for you to use NOW!

Put more power behind your public documents: With a new look, features and functionality, our newest version of *PubDocs* elevates access, control, and transparency to new levels, so you can do more with your public documents than ever before.

More of what you asked for, for more control of your documents: Our latest *PubDocs* enhancements are the direct result of comments and suggestions from valued customers like you. We think you will like what you see!

- Add or change the name of document types – For example, you can change "minutes" to "meeting packets" – whatever titles work best for you. Or add new document categories, such as "Fee Schedule."
- Move or delete multiple documents quickly and efficiently – There's no need to work with one document at a time.
- Post an expanded variety of file formats and documents – Now including audio files, audio and video links, and PowerPoint files.
- Sort search results more efficiently – Arrange results by ascending or descending dates.
- Unlimited document uploads – Now without file size limits

Our new *PubDocs* enhancements are available for you, the eCode360 user, to use NOW!

The screenshot displays the City of Townsville PubDocs interface. At the top, there is a navigation bar with the City of Townsville logo, a search bar, and links for Home, Admin, and Help. Below the navigation bar, the main content area shows a list of documents under the heading "Minutes". The list includes several "Board Meeting" documents from May 2012 to May 2016, each with a checkbox and a document icon. There are also sections for "City Council" and "Fire Department Minutes". The interface is clean and organized, with a clear hierarchy of document types.

Sample eCode360 Screens

CITY OF TOWNSVILLE

Settings Log Out

Home Admin Help Enter your search...

Advanced Multicode

- Code
 - Archived
 - New Laws (16)
 - NEW
 - Notes
- Public Documents
 - Alert Box
 - Attachments
 - Comments & Feedback
 - Links & Maps
 - Minutes
 - More... (300 items)
 - Webinars

Print Email Download Share Get Updates Add Note

City of Townsville, FL - Search Page 1 of 1

Chapter 295 Swimming Pools

Swimming Pool Application

A City Building Permit is required along with requirements in this chapter before any installation or construction of a swimming pool. [City Building Permit Link](#)

Public Documents Portal

Find Codes

Add Codes

ADD Codes (27/4)

County	County	County	County
Alachua County, FL	Alameda County, CA	Alameda County, CA	Alameda County, CA
Albany County, NY	Alameda County, CA	Alameda County, CA	Alameda County, CA
Albany County, NY	Alameda County, CA	Alameda County, CA	Alameda County, CA
Albany County, NY	Alameda County, CA	Alameda County, CA	Alameda County, CA
Albany County, NY	Alameda County, CA	Alameda County, CA	Alameda County, CA
Albany County, NY	Alameda County, CA	Alameda County, CA	Alameda County, CA
Albany County, NY	Alameda County, CA	Alameda County, CA	Alameda County, CA
Albany County, NY	Alameda County, CA	Alameda County, CA	Alameda County, CA
Albany County, NY	Alameda County, CA	Alameda County, CA	Alameda County, CA
Albany County, NY	Alameda County, CA	Alameda County, CA	Alameda County, CA

Search Codes

- 1 Custom Banner
- 2 Public and Private Notes
- 3 View Archived Codes
- 4 Public Documents Portal
- 5 Multicode
- 6 New Laws

Title	Adopted	Subject	Affects
LL No. 19-2018 - Sewer Amendment	11/29/2018	Sewer Amendment, Departmental and General Provisions	CH 10A, CH 20
LL No. 20-2018	11/29/2018	Departmental	CH 05
LL No. 21-2018	11/29/2018	Departmental	CH 05
LL No. 22-2018	11/29/2018	Departmental	CH 05
LL No. 23-2018	11/29/2018	Departmental	CH 16
LL No. 24-2018	11/29/2018	Departmental	CH 05
LL No. 25-2018	11/29/2018	Departmental	CH 05

Additional Online Services

MapLink™ powered by ZoningHub™

MapLink is a *Visual Zoning* service that makes it easier for business and property owners, planners, developers, and constituents to find the information they need in your community's Zoning ordinance by presenting Zoning Code data from *eCode360* in an interactive online map. *MapLink* users can click on a map to view details about permitted uses and answer questions such as, "Where can I open my business?" and "What can I do with my property?" With just a few clicks, users interested in economic development can view dimensional requirements, allowable uses, and zoning districts, zoom to an individual parcel to examine its requirements, or search for properties based on land use. By making it easier for users to find the information they need for their development projects, they are more likely to open their businesses in the City, which can help grow your community.

MapLink uses your municipality's existing GIS map information and seamlessly presents data from *eCode360*, so your interactive map clearly and accurately displays your essential Zoning elements. When a Code supplement including a Zoning change is completed and posted to *eCode360*, your Code data is simultaneously updated in *MapLink*, ensuring that users are always working with the most accurate requirements.

eCode360® Enhanced Graphics™

eCode360 Enhanced Graphics can help drive economic development in your community by presenting an online Zoning Code that is clear, easy to understand and always up-to-date. *Enhanced Graphics* offers zoning specific features like integrated tables that allow users to view tables in context, multi-column layout options to accommodate natural image placement, searchable image captions, color coding to create easier navigation, and high-quality graphics. Every community is unique, so we also offer custom solutions tailored to suit your community's specific needs.

Custom Local Building Code

Until now, no single publication has included both ICC I-Code building regulations and local amendments in an integrated form. Our CLBC solution will create a single central repository for your adopted Building Code regulations that is intuitive, searchable, and linked to your municipal Code. This solution will eliminate the need to separately manage state adopted I-Codes and your local amendments, and make your Building Code regulations available from anywhere at any time, even if the City only has one set of printed books.

Application Programming Interface

Application Programming Interfaces (API) make it possible for your Code in *eCode360* to "talk" with additional external systems to share information. *General Code* has APIs that deliver structured Code information contained in *eCode360* to external systems, including legislation drafting, parcel management, municipal websites, enterprise content management (ECM), permitting, GIS-based interactive maps, code enforcement, law enforcement, and more.

For more information on our additional online services please contact us at sales@generalcode.com

Formatting & Style

General Code takes pride in offering high-quality printed Code services. Our experience and attention to detail in the design and production of your Code go hand-in-hand with our approach to municipal partnerships.

Organization

The Code will be organized and divided into parts to accommodate different types of legislation. Typically Part I is made up of legislation of an administrative nature, namely, that dealing with the City's departments, officers and employees; Part II is made up of the legislation that regulates the general public. Within each part, the various pieces of legislation will be organized into chapters, which will be arranged alphabetically by subject matter. For example, all legislation pertaining to the regulation of streets and sidewalks may be found in Part II, in the chapter entitled "Streets and Sidewalks." Wherever there are two or more pieces of legislation dealing with the same subject, they will be combined into a single chapter. In such chapters, the use of article designations will preserve the identity of the individual pieces of legislation. The City will have the opportunity to review and approve the organization of the Code.

Table of Contents

The Table of Contents lists the various chapters included in the Code and can be used to help locate desired provisions. Space will be reserved for later insertion of new material in its proper alphabetical sequence. Such space is accommodated in the body of the Code by breaks in the chapter numbering and in the page-numbering sequence between chapters.

Pagination

Each chapter forms an autonomous unit in the page-numbering system. The first page number in each chapter is the number of that chapter followed by a colon and the numeral "1." For example, Chapter 6 begins on page 6:1, Chapter 53 on page 53:1, etc. If a page were to be added between pages 53:2 and 53:3, it would be numbered 53:2.1. This system makes it possible to add or to change pages in any chapter without affecting pages in other chapters and to insert new chapters without affecting the existing organization.

Scheme

The scheme is the list of section titles that appears at the beginning of each chapter and precedes the text. These titles are written so that, taken together, they may be considered as a summary of the content of the chapter. Taken separately, each describes the content of a particular section. For ease of reference, section titles are repeated as section headings in the text.

Section Numbering

In a chapter-related section-numbering system, each section of every item of legislation is assigned a number that indicates both the number of the chapter in which the legislation is located and the location of the section within that chapter. For example, the first section of Chapter 6 is § 6-1, while the fourth section of Chapter 53 is § 53-4. New sections can also be added between existing sections by using a decimal system. For example, if two sections are to be added between §§ 53-4 and 53-5, they will be numbered as §§ 53-4.1 and 53-4.2.

Legislative Histories

The legislative history for each chapter is located immediately following the scheme for that chapter. The history indicates the specific legislative source from which the chapter was derived, including the enactment number and the date of adoption. In the case of chapters containing parts or articles derived from more than one item of legislation, the source of each part or article is indicated in the text, under its title. Amendments to individual sections or subsections are indicated by boldfaced histories directly in the text.

Editor's Notes

Editor's Notes are used in the text to provide supplementary information and cross-references to related provisions in other chapters.

Printed Code Sample Page

Page heads indicate which sections appear on a particular page, making sections quick to locate.

§ 204-1 **Chapter 204** **§ 204-3**

Section numbers reflect both the number of the chapter, in which the legislation is included and the location of the section within that chapter. This facilitates referencing and indexing sections.

ARTICLE I
Fire Damage Claims

§ 204-1. Enforcement authority.

§ 204-2. Claim payment restrictions.

§ 204-3. Payment procedure.

§ 204-4. Regulatory authority.

Every chapter is preceded by a Scheme, which lists each section by title. Taken together, the titles serve as a summary of the contents of the chapter.

[HISTORY: Adopted by the Board of Commissioners of the Township of Municipality as indicated in article histories. Amendments noted where applicable.]

ARTICLE I
Fire Damage Claims

[Adopted 1-16-1995 by Ord. No. 294 (Ch. 83, Art. I, of the 1982 Code)]

§ 204-1. Enforcement authority.

The Secretary/Administrator of the Township of Municipality, Berks County, Pennsylvania, or such official's designee is hereby appointed as the designated officer who is authorized to carry out all responsibilities and duties stated herein.

§ 204-2. Claim payment restrictions. [Amended 3-20-1995 by Ord. No. 299]

No insurance company, association or exchange (hereinafter the "insuring agent") doing business in the Commonwealth of Pennsylvania shall pay a claim of a named insured for fire damage to a structure located within the Township of Municipality, Berks County, Pennsylvania (hereinafter the "municipality") where the amount recoverable for the fire loss to the structure under all policies exceeds \$7,500 unless the insuring agent is furnished by the Municipal Treasurer with a municipal certificate pursuant to Section 508(b) of Act 98 of 1992 and unless there is compliance with Section 508(c) and (d) of Act 98 of 1992 and the provisions of this article.¹

§ 204-3. Payment procedure. [Amended 3-20-1995 by Ord. No. 299]

Where, pursuant to Section 508(b)(1)(i) of Act 98 of 1992,² the Municipal Treasurer issues a certificate indicating that there are no delinquent taxes, assessments, penalties or user charges against real property, the insuring agent shall pay the claim of the named insured; provided, however, that if the loss agreed upon by the named insured and the insuring agent equals or

The History indicates the specific legislative source from which the chapter is derived.

For precision of reference, section titles are repeated as headings in the text.

Amendments to individual sections or subsections are noted in the text at the location which most precisely pinpoints the amended material.

Editor's Notes provide supplementary information for the Code user.

The page-numbering system reflects the chapter number plus the page sequence. This allows the insertion of new chapters without affecting the existing Code organization.

The dateline indicates when the page was printed.

1. Editor's Note: See 40 P.S. § 638.
2. Editor's Note: See 40 P.S. § 638.

204:1

Publication, Nov 2019

Ongoing Code Maintenance

Your Code is always evolving and is an investment you need to protect.

Because your Code will evolve and grow with your community, the codification process is not truly over when your new Code is delivered. In order to maintain your community's trust and reliance on your Code, *General Code* offers supplementation services that will help to keep your Code reliable, accurate and up-to-date. Our supplementation services are designed to make the process easy, fast and accurate. In addition, *General Code* provides a free sample legislation service to municipalities we serve as well as regular legislative alerts to inform local governments of the latest trends in legislation that may affect their communities.

Rapid Delivery

Our average turnaround time for processing routine supplementation is between 4 and 6 weeks.

Materials

After the enactment of new legislation, the City can forward a copy to us by whatever method is most convenient.

Online copies of the legislation can be sent via email to ezsupp@generalcode.com. Upon receipt, we will send you an email confirming that we have received your legislation. Should an alternative method of transmission be required for transferring large files, please contact us and we will provide the necessary information.

General Code will hold legislation pending a pre-approved schedule, or begin the job, as directed by the City. Please note that charges for supplementation services are outside of the scope of this proposal and will be billed separately. An estimate of the charges applicable to a particular supplement is available upon request.

Posting of New Laws

Between regular Code supplements, *General Code* will temporarily post PDF copies within 1 to 2 business days of receipt of new legislation to your online Code, to provide ready access to information until such time as the legislation can be codified through supplementation. If supplementation does not occur within one year of appending, *General Code* will remove the link to that new legislation.

Schedule

Code supplements will be provided on a schedule designed to meet the needs of Mechanicville. Typical schedules may be quarterly, semiannual, or annual, or upon authorization by the City. Updates to the electronic version of the Code can occur on a more frequent schedule than printed supplements if the City prefers.

Editorial Work on Your Supplement

The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. For each supplement we provide project management, recordkeeping, processing, professional review of new legislation, and consult throughout the project. Our goal is to make the information easily accessible without altering in any way the meaning of what was originally adopted. The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. As part of our process for new legislation, we will:

- Acknowledge receipt of all materials
- Verify adoption of all legislation, including date of action by governing body
- Review legislation and distinguish between Code and non-Code material
- Update record of legislation received and its disposition (Disposition List)
- Request any missing legislation/missing pages
- Determine proper placement of legislation within Code
- Impose or utilize the adopted flexible section numbering system that allows for later changes
- Create/modify chapter, article and/or section titles
- Add historical annotations
- Add any necessary cross references
- Include editorial notes to sections that require additional explanation
- Correct any misspellings so that searchability in eCode360 is not compromised
- Impose a distinctive style for definitions, to aid Code user in quickly finding the meaning of a particular term
- Maintain legislative integrity by following the original tables and graphics and, where necessary, improving the presentation so that the information contained therein is easily accessible
- Impose standard internal section organizational hierarchy consistent with the rest of the Code
- Impose standard style conventions consistent with the rest of the Code, i.e., number citation, capitalization, nonsubstantive grammar and punctuation, internal and statutory reference citation
- Confirm accuracy of internal references; correct as necessary and appropriate
- Confirm accuracy of statutory references; correct as necessary and appropriate
- Read and review for missing wording; internal conflicts
- Update ancillary Code pieces, such as the Table of Contents and chapter schemes, when necessary
- Update Code Index
- Create an Instruction Page so that Code holders can properly update the Code
- Notify client of any issues and concerns noted and work together to determine appropriate resolution

Printed Supplements

Amendments to the printed Code occur in the form of printed supplement pages that are issued as replacement pages. Printed supplements include an updated Table of Contents, Disposition List, Index, text pages, and Instruction Page.

Electronic Updates

Amendments to the electronic version of the Code can be provided on their own schedule or can accompany printed supplements. Electronic updates will be incorporated into the Code, and a fully searchable, complete Code will be delivered online.

Delivery

Printed supplements to the Code will be delivered in bulk to Mechanicville, unless it chooses to utilize *General Code's* Distribution Services. The website will be updated in one to two business days.

A Member of the ICC Family of Solutions



781 Elmgrove Road | Rochester, NY 14624 | 800.836.8834 | generalcode.com

RESOLUTION NO.: 83-2023

WHEREAS THE MECHANICVILLE CITY COUNCIL AUTHORIZED A Request for Qualifications (RFQ) for a Stormwater/Drainage Study which will be paid for by a \$50,000 Community Development Block Grant (CDBG) grant the City received to conduct such a study; and

WHEREAS BARTON & LOGUIDICE WAS THE ONLY firm to submit a Statement of Qualifications for the Study; and

WHEREAS BARTON & LOGUIDICE MEETS the qualification outlined in the RGQ;

NOW THEREFOR BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes the Mayor to enter into an agreement with Barton & Loguidice 10 Airline Dr. Albany, NY to conduct the CDBG funded Stormwater/Drainage Study.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Sgambati _____

Commissioner Hosley _____

September 13, 2023

RESOLUTION NO.: 84-2023

WHEREAS THE CITY OF MECHANICVILLE IS INTERESTED in upgrading its City Web Site to make it more ADA compliant; and

WHEREAS CIVIC PLUS, THE WEB SITE HOST, has a program that will allow better access to the site for those who need special accommodations;

NOW THERE FOR BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes the Mayor to sign the attached contract with Civic Plus 302 South 4th St. Manhattan, Kansas which will enable the City Web Site to become more ADA compliant. The cost of the service is \$4,165.00 annually.

Introduced By: _____

Seconded By: _____

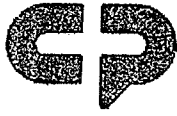
Mayor Butler _____

Commissioner Seber _____

Commissioner Sgambati _____

Commissioner Hosley _____

September 13, 2023



CivicPlus
 302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-47692-1
 8/29/2023 9:36 AM
 9/22/2023

Client:

Bill To:

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ryan Watkins		ryan.watkins@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	AudioEye Managed	AudioEye Managed: URL	Renewable

Total Investment - Prorated Year 1	USD 4,165.00
Annual Recurring Services (Subject to Uplift)	USD 4,165.00
Total Days of Quote:366	

Initial Term Invoice Schedule	100% Invoiced upon Signature Date
Annual Uplift	As agreed to in the Agreement

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-terminated to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

RESOLUTION NO.: 85-2023

WHEREAS THE CONTRACT BETWEEN THE CITY OF MECHANICVILLE AND THE NEW YOR STATE UNITED COURT SYSTEM (UCS) for Court Cleaning and Minor Repairs has expired; and

WHEREAS IT IS THE DESIRE OF THE MECHANICVILLE CITY COUNCIL TO ENTER INTO A NEW (5) five year contract with UCS for Court Cleaning and Minor Repair;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL AUTHORIZES the Mayor to execute a new (5) year contract with the UCS for the City to provide Court Cleaning and Minor Repairs. The contract shall begin April 1, 2023 and end March 31, 2028. The 2023-2024 reimbursement from the UCS will be \$40,820.00.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Sgambati _____

Commissioner Hosley _____

September 13, 2023



STATE OF NEW YORK
UNIFIED COURT SYSTEM
FOURTH JUDICIAL DISTRICT
101 STATE FARM PLACE, SUITE 100
MALTA, NEW YORK 12020
(518) 285-5099
FAX # (518) 453-8988

TAMIKO AMAKER
Acting Chief Administrative Judge

JAMES P. MURPHY
Deputy Chief Administrative Judge
Courts Outside New York City

FELIX J. CATENA
District Administrative Judge
Fourth Judicial District

JOANNE B. HAELEN
District Executive

JOANNE M. MANN
Deputy District Executive

August 23, 2023

The Honorable Michael J. Butler
The City of Mechanicville
36 North Main Street
Mechanicville, New York 12118

Re: Five-Year Agreement (2023-2028) between the Unified Court System (UCS) and the City of Mechanicville for Court Cleaning and Minor Repairs Contract: C300512

Dear Mayor Butler:

Please be advised that we are hereby initiating the establishment of a new five-year contract between the UCS and the City of Mechanicville, for the interior cleaning and minor repairs, and preventative building and property maintenance services for court facilities. The contract period shall be retroactive to April 1, 2023.

The proposed budget for services to be rendered pursuant to the first year (2023-24) of said contract shall be \$40,820.00, as detailed in Appendix B of the Agreement. The Program will reimburse the municipality a percentage of its eligible expenses in pursuit of clean and well-maintained courts. With this in mind, a comprehensive program of systematic facilities planning and budget development will benefit not only the courts, but the municipality, as well.

Please submit **two** sets of the signed original Agreement and related documents to my attention, at the above address. Each set must include a signed Agreement, a fully completed, signed and notarized Acknowledgment form, an Appendix A and a signed Appendix B (proposed budget for year one). Thank you.

Sincerely,

Chelsea Barrett

Chelsea R. Barrett
Management Analyst

CRB:jec
Enclosures

C: Amanda Brill, Deputy Commissioner of Finance
Karen Drost, City Court Chief Clerk

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM
AND
THE CITY OF MECHANICVILLE**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

City of Mechanicville
36 North Main Street
Mechanicville, New York 12118

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the City of Mechanicville Courthouse ("Court Facilities") as well as minor and emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. **TERM**

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2023** for a maximum of five (5) years through **March 31, 2028**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2023** and terminate on **March 31, 2024**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to approval by the Comptroller of the State of New York in cases where the annual budget increase

over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

II. EXTENSION AND TERMINATION

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. SCOPE OF SERVICES

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative

and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. INSPECTION OF COURT FACILITIES

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during

the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. **MAINTENANCE OF EFFORT**

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. **MAXIMUM COMPENSATION**

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period

shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. REIMBURSEMENT AND PAYMENT

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in

accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies,

procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. AUDITING OF BOOKS

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. **NOTICES**

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Joanne B. Haelen, District Executive
Unified Court System

Fourth District Administrative Office
101 State Farm Place, Suite 100
Malta, New York 12020

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. **MISCELLANEOUS PROVISIONS**

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

**New York State Unified Court System
Appendix A
Standard Clauses for all Contracts**

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective, or binding upon the State until it has been approved by the State Comptroller and filed in the Comptroller’s office. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, or when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.
4. **WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to

payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment, or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination, or disposition of appeal (2 NYCRR §105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason, including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing, and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) IDENTIFICATION NUMBER(S).

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number; (ii) the payee's Federal social security number; and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their tax

liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this contract is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true, and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.
19. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa) and commencing March 21, 2020, shall also comply with General Business Law § 899-bb.
20. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Unified Court System
Court Cleaning and Minor Repairs Proposed Budget Form
 (Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2023 thru March 31, 2024

Name of County or City: City of Mechanicville: Contract C300512

List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total Building Net Usable Square Feet	Court Spaces to be Cleaned and Repaired Pursuant to this Budget Court Related	
			Net Usable Sq. Ft.	Aid Eligible Percentage
City Hall	Owned	7,932	2,971	37%
36 North Main Street				
Mechanicville, New York 12118				
Combined		7,932	2,971	37%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:		
Name and Address of Affected Building(s)	Nature of Changes	Target Date

1 Cleaning Costs:

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	FY23-24 Budget Request
1	Unifirst	Provide/Clean Rugs	1	\$1,800	37%	\$666
2	Country Living	Carpet Cleaning	1	\$1,000	100%	\$1,000
3						
4						
5						
6	1(a) Subtotal:					\$1,666

1(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	FY23-24 Budget Request	
7	1	City Hall	\$18,000	\$4,860	\$22,860	100%	\$22,860
8							
9							
10							
11							
12	1(b) Subtotal:					\$22,860	

1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request	
13	Cleaning Supplies	City Hall	1	\$2,800	37%	\$1,036
14						
15						
16						
17						
18	1(c) Subtotal:					\$1,036

1(d) - Total Cleaning Costs (1a+1b+1c): **\$25,562**

2 Trash Removal and Disposal

2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
19	County Waste	City Hall	1	\$900	37%	\$333
20						
21						
22						
23						
	2(a) Total:					\$333

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity / Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
24	N/A					
25						
26						
27						
28						
	2(b) Total:					\$0

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c) **\$333**

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	FY23-24 Budget Request
29	TBD	Cleaning	City Hall	\$1,000	100%	\$1,000
30						
31						
32						
33						
34						
	3(a) Subtotal:					\$1,000

5 Proposed "Tenant" Work

Use the following codes: a - Flooring and Carpeting
 b - Painting
 c - Interior Ceilings
 d - Bathrooms
 e - Fixtures
 f - Minor Renovation
 g - Other (Identify)

Work to be Performed:

	Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	FY23-24 Budget Request
47	a	Replace bathroom floor after radiator is repaired.	City Hall				\$2,000	100%	\$2,000
48	e	Purchase and install baby changing station in bathroom.	City Hall				\$400	100%	\$400
49	f	Replace existing clerk's office service counter.	City Hall				\$8,000	100%	\$8,000
50									
51									
52									
53									
54									
55									
56									
57									
								Total (5):	\$10,400

6 TOTAL - 100% REIMBURSIBLE EXPENSES:
 (Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$37,295**

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring

- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

	Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	FY23-24 Budget Request
58	a	TBD Vendor	Pest Control	City Hall	\$800	37%	\$296
59	e	Sanders Fire&Safety	Emergency systems	City Hall	\$500	37%	\$185
60	c	Midstate Heat & Cool	Boiler repairs	City Hall	\$2,200	37%	\$814
61	g	Misc. Vendors	Bldg & prop maintenance	City Hall	\$5,000	37%	\$1,850
62							
63							
64							
65							
66							
67							
68							
7(a) Subtotal:							\$3,145

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	FY23-24 Budget Request
69	1	City Hall	\$3,000	\$1,590	\$4,590	37%	\$1,698
70							
71							
72							
73							
74							
75							
76							
7(b) Subtotal:							\$1,698

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
77	Various supplies & equipment	City Hall	1	\$4,000	37%	\$1,480
78						
79						
80						
81						
7(c) Subtotal:						\$1,480

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): **\$6,323**

8 Total - Building and Property Maintenance Costs: 8 **\$6,323**

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) 9 **\$1,581**

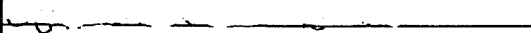
10 Total Proposed Direct Costs (Item 6 + Item 9): 10 **\$38,876**

11 Overhead Costs (Item 10 x .05): 11 **\$1,944**

12 Total Proposed Contract Amount (Item 10 + Item 11): 12 **\$40,820**

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:	Amanda Brill
Title:	Deputy Commissioner of Finance
Signature:	
Date:	

County or City:	City of Mechanicville
Address:	36 North Main Street
	Mechanicville, NY 12118
Phone:	(518) 664-8920

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

2, 7, 29	Work dedicated to 100% of court occupied space.
29	Vendor - to be determined
58	Vendor - to be determined

NYS Unified Court System
 Court Cleaning and Minor Repairs

Department: City of Mechanicville 113877

Contract : UCS05-C300512-5000280

Department: 5000280

Fund: 22501 Account: 60301

Period: April 1 2023 - March 31, 2024

Expense Category	PROPOSED	-1	FY22 Actual EXPENSE	FY21 Actual EXPENSE	FY20 Actual EXPENSE	FY19 Actual EXPENSE	FY18 Actual EXPENSE	FY17 Actual EXPENSE	FY16 Actual EXPENSE	FY15 Actual EXPENSE
	FY23-24 Municipalities Budget	Contract Budget								
1. Cleaning Costs	\$25,562	\$0	\$21,324	\$15,687	\$10,749	\$ 9,823	\$10,377	\$11,460	\$10,386	\$12,834
2. Trash Removal and Disposal	\$333	\$0	\$296	\$296	\$296	\$ 726	\$249	\$112	\$224	\$224
3. HVAC Cleaning Costs	\$1,000	\$0	\$338	\$0	\$0	\$ -	\$0	\$0	\$0	\$0
4. Total Cleaning Costs	\$ 26,895	\$0	\$21,958	\$15,983	\$11,045	\$ 10,549	\$ 10,626	\$ 11,572	\$ 10,610	\$ 13,058
5. Tenant Work	\$ 10,400	\$0	\$812	\$5,174	\$577	\$ 7,823	\$ 16,896	\$ -	\$ -	\$ 2,607
6. 100% Reimbursable Expenses	\$ 37,295	\$0	\$22,770	\$21,157	\$11,622	\$ 18,372	\$ 27,522	\$ 11,572	\$ 10,610	\$ 15,665
7. Building Maintenance	\$ 6,323	\$0	\$741	\$47	\$592	\$ 14	\$ 832	\$ -	\$ 150	\$ 3,143
8. Landscaping and Grounds Maintenance	\$ -	\$0				\$ -	\$ -	\$ -	\$ -	\$ -
9. Total Maintenance Costs	\$ 6,323	\$0	\$ 741	\$ 47	\$ 592	\$ 14	\$ 832	\$ -	\$ 150	\$ 3,143
10. Maintenance @ 25% =	\$ 1,581	\$0	\$ 185	\$ 12	\$ 148	\$ 4	\$ 208	\$ -	\$ 38	\$ 786
11. Direct Costs	\$ 38,876	\$0	\$ 22,955	\$ 21,169	\$ 11,770	\$ 18,376	\$ 27,730	\$ 11,572	\$ 10,648	\$ 16,451
12. Overhead @ 5%	\$ 1,944	\$ -	\$ 1,148	\$ 1,058	\$ 589	\$ 919	\$ 1,387	\$ 579	\$ 532	\$ 823
13. Grand Total	\$ 40,820	\$0	\$ 24,103	\$ 22,227	\$ 12,359	\$ 19,294	\$ 29,117	\$ 12,151	\$ 11,180	\$ 17,273

RESOLUTION NO.: 86-2023

WHEREAS Lynn Meager was appointed to the position of part-time Animal Control Officer on August 9, 2023

NOW THEREFORE BE IT RESOLVED THAT the salary of the Animal Control Officer shall be \$10,400 per year, with no benefits.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Sgambati _____

Commissioner Hosley _____

September 13, 2023

Resolution 87-2023

**CITY OF MECHANICVILLE
RESOLUTION AUTHORIZING BUDGET MODIFICATIONS FOR
THE
MECHANICVILLE RAW WATER SOURCE DAM & TRANSMISSION MAIN
IMPROVEMENTS PROJECT**

WHEREAS, the City of Mechanicville (“City”) is completing improvements to the raw water drinking system and these improvements include relocation/replacement of approximately 880 linear feet of 16-inch transmission main, improvements to the Upper Reservoir Dam and dredging of the Terminal Reservoir and nearby drainage ditch along George Thompson Road (“Project”);

WHEREAS, the City has received a \$971,000 loan and \$21,500 RD PPG obligated from USDA Rural Development for the project, and up to \$500,000 funds received as part of the American Rescue Plan; and

WHEREAS, Barton and Loguidice, DPC, as City Engineer, has completed the planning and design services to date; the City advertised for public bids for the project, with a bid opening date of September 1, 2022; construction of the improvements started in 2022 with completion in late 2023; and

WHEREAS, the City Council has approved an increase in the maximum estimated cost of the Project by \$200,000 for a total aggregate maximum estimated cost of \$1,700,000; and

NOW, THEREFORE, BE IT RESOLVED, the City Council approves an increase in the cost of the Work by Rifenburg Construction, Inc. for \$224,511.36 for a total cost of \$1,032,511.36; and

BE IT FURTHER RESOLVED, the City Council approves transfer of \$20,000.00 of the approved Project Budget to Barton and Loguidice, DPC, from Construction Observation to Construction Administration; and

BE IT FURTHER RESOLVED, the City Council approves transfer of the necessary funds from the remaining Project Contingency line item to other contract line items and Committal of those funds in order to satisfy the Contracts; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately and allows the mayor to execute all agreements, contracts and documents for the project.

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

ROLL CALL:

Mayor Mike Butler _____
Commissioner C. Mark Seber _____
Commissioner Pat Sgambati _____
Commissioner Fred Hosley _____

The foregoing resolution was thereupon declared duly adopted.

Dated: _____

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

Commissioner of Accounts/City Clerk

RESOLUTION NO: 88-2023

WHEREAS there is a need for a part-time Code Enforcement for the City of Mechanicville.

WHEREAS the position needs to be filled immediately.

NOW THEREFORE BE IT RESOLVED THAT the Mayor is hereby authorized to appoint a qualified Code Enforcement Officer to the position of part-time Code Enforcement Officer at an hourly rate of \$25.00 per hour not to exceed 29 hours per week with no benefits.

Introduced by: _____

Seconded by: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Hosley _____

Commissioner Sgambati _____

September 13, 2023

RESOLUTION NO.: 89-2023

WHEREAS THE CITY OF MECHANICVILLE PLACED FOR AUCTION several surplus items through Auctions International; and

WHEREAS THE ITEMS WERE AVAILABLE FOR BID for a (2) two-week period which ended on Thursday September 7, 2023;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE ACCEPTS THE bid on the following items: 2005 Sterling dump truck for \$7,800.00, 2011 Ford E350 Mini Bus for \$810.00, 2006, Chevy Express 2500 for \$2,225.00, Steiner Textron SB348 for \$1,075.00, Steiner Textron SB348 for \$1,150.00, Steiner BD260 5' Plow for \$560.00, Husquvarna YTA 22V46 46: mower for \$450.00, Troy-Bilt 4'Sickle Bar for \$690.00, Gilson 59015B Cement Mixer \$135.00, Banding Machine \$105.00, Briggs & Stratton Elite Generator for \$290.00, Troy-Bilt 6000watt Generator \$270.00, 100+ Folding Chairs \$650.00, JLG 30AM Vertical Lift for \$630.00.

The Mechanicville City Council also rejects the bid for a Watson Marlow Peristaltic Metering Pump in which the City received a bid of \$210.00.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Sgambati _____

Commissioner Hosley _____

September 13, 2023

RESOLUTION NO.: 90-2023

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

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes a public bid for the bus needed by the City. The Public Bid will be opened publically in the office of the Commissioner of Accounts at 10:00 A.M. September 25, 2023.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Sgambati _____

Commissioner Hosley _____

September 13, 2023

RESOLUTION NO.: 91-2023

WHEREAS THE CITY OF MECHANICVILLE WATER PLANT, DAM AND LOWER RESERVOIR has had approx. \$7.2 million dollars in necessary repair and upgrades as well as the addition of a secondary water source from Saratoga County; and

WHEREAS THE CITY OF MECHANICVILLE OVER THE PAST SEVERAL YEARS has lost revenue from the Towns of Stillwater and Halfmoon as they have transitioned to using Saratoga County water as their primary source of raw water. The loss of revenue amounts to approximately \$150,000 per year; and

WHEREAS IT IS NECESSARY FOR THE MECHANICVILLE CITY COUNCIL TO consider raising water rates to pay for the improvements that have been completed on the City Water Plant, Dam and Lower Reservoir; and

WHEREAS THE WATER RATES HAVE NOT BEEN RAISED SINCE 2016;

NOW THEREFORE BE IT RESOLVED THAT THE Mechanicville City Council is authorizing a Public Hearing and a vote on a resolution on Tuesday September 26, 2023 at 6:00PM at the Mechanicville Senior Center to raise the water rates as follows: Inside Rate minimum bill to \$151.02. Outside Rate Minimum Bill to \$271.31. Inside Rate of \$4.58 per 100 cubic feet. Outside rate of \$8.22 per 100 cubic feet.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Sgambati _____

Commissioner Hosley _____

September 13, 2023

RESOLUTION NO. 92-2023

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

PAYROLL	08/17/2023	\$	92,915.06
PAYROLL	08/31/2023	\$	92,320.98
		\$	185,236.04

With an expenditure breakdown by fund as follows:

GENERAL A0 FUND	\$	256,182.95
WATER FX FUND	\$	21,721.32
SEWER G0 FUND	\$	52,130.54
CAPITAL PROJECTS H0 FUND	\$	613,505.61
PAYROLL TA FUND	\$	185,236.04
TOTAL	\$	1,128,776.46

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

Introduced by: _____

Seconded by: _____

Roll Call: Mayor Butler _____
Comm. Seber _____
Comm. Sgambati _____
Comm. Hosley _____

Dated: _____ September 13, 2023