

AGENDA
REGULAR MEETING OF THE
MECHANICVILLE CITY COUNCIL
SENIOR CITIZEN'S CENTER
178 NORTH MAIN STREET
MECHANICVILLE, NY
August 10, 2022

1. OPEN MEETING: _____ P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

MAYOR BUTLER
COMMISSIONER SEBER
COMMISSIONER JOHNSON
COMMISSIONER HOSLEY

ACCEPTANCE OF THE MINUTES OF THE PREVIOUS MEETING ON July 13, 2022

MOVED BY:

SECONDED BY:

AYES:

NAYS:

4. COMMISSIONER REPORTS:

MAYOR'S REPORT & CORRESPONDENCE
COMMISSIONER SEBER
COMMISSIONER JOHNSON
COMMISSIONER HIGGINS
COMMISSIONER HOSLEY

CHIEF RABBITT
MFD CHIEF DUNN
SUPERVISOR RICHARDSON

5. Public Comment

6. RESOLUTIONS:

RESOLUTION 81-2022 Service Agreement with Midstate Heating and Cooling

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 82-2022 Employee Reimbursements

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 83-2022 Contract with Jones, Hacker, Murphy LLP

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 84-2022 Resignation (Casertino)

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 85-2022 Resignation (Schaeffer)

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 86-2022 Full-time Police Officer

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 87-2022 Full-time Janitor

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 88-2022 Barton and Loguidice Amendment

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 89-2022 Substitute Clerk

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 90-2022 Vehicle Sale

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 91-2022 Budget Amendment

Moved by: _____

Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 92-2022 Budget Transfer

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 93-2022 Payroll and Vouchers

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

7. NEW BUSINESS:

8. OLD BUSINESS:

9. CLOSE MEETING: Time _____

Moved by: _____ Seconded by: _____

Roll Call AYES _____ NAYS: _____

10. EXECUTIVE SESSION: Time _____

Moved by: _____ Seconded by: _____

Roll Call AYES _____ NAYS: _____

11. ADJOURNMENT: Time _____

Moved by: _____ Seconded by: _____

Roll Call AYES _____ NAYS: _____

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

	Balance 7/1/2022	Receipts	Disbursements	Balance 7/31/2022
General Fund:				
Checking	3,604,646.91	658,245.28	501,909.88	3,760,982.31
Petty Cash	400.00	0.00	0.00	400.00
Total General Fund	<u>3,605,046.91</u>	<u>658,245.28</u>	<u>501,909.88</u>	<u>3,761,382.31</u>
City Clerk Account	<u>0.00</u>	<u>878.32</u>	<u>878.32</u>	<u>0.00</u>
Payroll	<u>-3,747.93</u>	<u>179,215.39</u>	<u>178,935.38</u>	<u>-3,467.92</u>
Capital Fund	<u>1,450,924.55</u>	<u>959,750.25</u>	<u>1,170,652.21</u>	<u>1,240,022.59</u>
Escrow Account	<u>10,322.07</u>	<u>6.14</u>	<u></u>	<u>10,328.21</u>
Central Ave Drainage Project	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Community Development				
Home Grant Program	0.00	0.00	0.00	0.00
USDA Revolving Loan Funds	<u>70,743.72</u>	<u>750.00</u>	<u>0.00</u>	<u>71,493.72</u>
Total Community Development	<u>70,743.72</u>	<u>750.00</u>	<u>0.00</u>	<u>71,493.72</u>
Total Cash	<u><u>5,140,154.18</u></u>	<u><u>1,798,845.38</u></u>	<u><u>1,852,375.79</u></u>	<u><u>5,086,623.77</u></u>

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

	<u>General Fund</u>	<u>City Clerk</u>	<u>Payroll</u>	<u>Capital Fund</u>	<u>Escrow Account</u>	<u>Central Ave Drain</u>	<u>2015 Home Grant</u>	<u>USDA</u>
Balance 7/1/22								
Checking	3,604,646.91	0.00	-3,747.93	1,450,924.55	10,322.07	0.00	0.00	70,743.72
Petty Cash	400.00							
Total	<u>3,605,046.91</u>	<u>0.00</u>	<u>-3,747.93</u>	<u>1,450,924.55</u>	<u>10,322.07</u>	<u>0.00</u>	<u>0.00</u>	<u>70,743.72</u>
Add Cash Receipts:								
Taxes, Penalties & Interest	42,366.23							
School Taxes & Penalties	14,508.63							
Water & Sewer Revenues	18,549.23							
Sales Tax	218,124.00							
State Aid and Grants	12,186.97			25,645.25				
Interest								
Transfers			179,215.39		6.14			
Capital Projects								
BAN/Bond Proceeds				934,105.00				
Other	352,510.22	878.32						750.00
Total Cash Receipts	<u>658,245.28</u>	<u>878.32</u>	<u>179,215.39</u>	<u>959,750.25</u>	<u>6.14</u>	<u>0.00</u>	<u>0.00</u>	<u>750.00</u>
Less Cash Disbursements:								
Payrolls	179,157.03		178,935.38					
Warrants	322,752.85	878.32		195,875.83				
Debt Service Payments				974,776.38				
Transfers								
Total Cash Disbursements	<u>501,909.88</u>	<u>878.32</u>	<u>178,935.38</u>	<u>1,170,652.21</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Book Balance 7/31/22	<u>3,761,382.31</u>	<u>0.00</u>	<u>-3,467.92</u>	<u>1,240,022.59</u>	<u>10,328.21</u>	<u>0.00</u>	<u>0.00</u>	<u>71,493.72</u>
Less: Deposits in Transit	5,201.58	0.00						
Add: O/S Checks	163,421.22	878.32	7,267.30					
Bank Balance 7/31/22	<u>3,919,601.95</u>	<u>878.32</u>	<u>3,799.38</u>	<u>1,240,022.59</u>	<u>10,328.21</u>	<u>0.00</u>	<u>0.00</u>	<u>71,493.72</u>

RESOLUTION NO.: 81-2022

WHEREAS THE CITY OF MECHANICVILLE SEES A NEED FOR a Service Contract to maintain and service the heating and air conditioning systems of the Department of Public Works, Water Plant and City Hall;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes the Mayor to enter into an agreement with Midstate Heating and Cooling 153 Hudson Ave. Mechanicville NY for a Service Contract from July 1, 2022 until December 31, 2022 at a cost of \$1,325.00.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

August 10, 2022

midstate heating and cooling
 153 Hudson Ave Mechanicville NY. 12118
 5183657109

Quote

Date: 07/07/2022
 Quote No.: 10030

Bill To:
 city of mechanicville

36 n main st
 mechanicville ny 12118

Qty	Item	Description	Unit Price	Total
1		service agreement		
1		schedule of service provided, air filter replacement, mechanical system inspection , one stop heating and one stop a/c startup.		
1		dpw, 2 furnace and 1 a/c system service, waterplant 1 heating system and 1 a/c system service, city hall 1 ductless system and 1 boiler startup and cleaning.pd a/c ductless system.		
1		city hall rooftop unit.service and filters and belt change.		
1		total cost for the year, to be billed at end of the year in december	\$1,325.00	\$1,325.00

Total \$1,325.00

Please contact us for more information about payment options.

Thank you for your business.

RESOLUTION NO.: 82-2022

WHEREAS, THE CITY OF MECHANICVILLE has an audit performed every year;
and

WHEREAS, per the Auditors recommendations, employees should receive reimbursements from the City if the expenditures were previously approved and documentation for the expenditure is provided to the Finance Department;

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF MECHANICVILLE will no longer reimburse employees without prior written consent from the Finance Department. All purchases should be made through the City credit card.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

August 10, 2022

RESOLUTION NO.: 83-2022

WHEREAS THE CITY HAS BEEN SERVED WITH (2) two Article 7's regarding the property owners property assessment; and

WHEREAS IT IS IN THE BEST INTEREST OF THE CITY to retain a law firm who specializes in assessment matters;

NOW THEREFORE BE IT RESOLVED THAT THE MECANICVILLE CITY COUNCIL approves retaining the Law Firm of Jones, Hacker, Murphy to defend the City in the matters stated above. The terms and conditions are stated in the attached contract. The Mechanicville City Council also authorizes the Mayor to sign any and all documents necessary to complete this transaction.

Introduced By: _____

Seconded By: _____

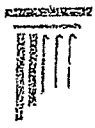
Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

August 10, 2022



E. STEWART
Jones Hacker Murphy LLP
 ATTORNEYS & COUNSELORS AT LAW

Please send all mail to:
 SCHENECTADY

MAIN OFFICE:
 28 SECOND STREET
 TROY, NY 12180

200 HARBORSIDE DRIVE, SUITE 300
 SCHENECTADY, NY 12305

511 BROADWAY
 SARATOGA SPRINGS, NY 12866

41 STATE STREET, SUITE 604-05
 ALBANY, NY 12207

PHONE: (518) 274-5820
 FAX: (518) 274-5875

www.joneshacker.com

August 1, 2022

VIA E-MAIL – mark.seber@mechanicvilleny.gov
 Mark Seber, Commissioner of Accounts/City Clerk
 City of Mechanicville
 90 N. Main Street
 Mechanicville, New York 12118

RE: City of Mechanicville – Article 7 Proceedings

Dear Mr. Seber:

Please allow this correspondence to confirm our willingness and availability to undertake the City of Mechanicville’s (“City”) representation with respect to Article 7 proceedings challenging the assessments on properties situated in the City. We have no conflict(s) of interest as to the City.

This letter is furnished in accordance with Part 1215 of the Joint Rules of the Appellate Division. Attached are copies of the Statement of Client’s Rights and the Statement of Client’s Responsibilities. If you have any questions about these statements, please feel free to call me.

The individuals at E. Stewart Jones Hacker Murphy LLP who will support this file and their hourly billing rates are:

David R. Murphy – Of Counsel	\$325/hr.
Patrick L. Seely, Jr. – Partner	\$325/hr.
Cathy L. Drobny – Sr. Associate	\$275/hr.
Kimberly A. Huggins – Paralegal	\$110/hr.

Time is recorded and billed in tenths of an hour, with .1 equal to 6 minutes. Please also be aware that when we are billing at an hourly rate, we do charge for time spent on telephone calls and in reviewing and responding to correspondence, including e-mail transmissions, legal research and file review. In addition to our fees for legal services rendered, the City will also be billed on a monthly basis for all out-of-pocket and special disbursement charges and expenses reasonably incurred by the Firm in connection with the services provided including user fees, courier or delivery charges, copying, postage, legal notices, computer research costs, messenger and other transportation charges, mileage for travel out of the office, outside photocopying services, fax correspondence and recording and filing fees paid, i.e., Court, County Clerk or Department of State. All fees are due and payable immediately upon presentment of an invoice. An interest rate of 9% per annum shall accrue on any balances over 30 days past due. Any appellate practice that the City asks us to undertake will be subject to a re-established fee arrangement.

Should it in the course of our rendering services become apparent that the services of an expert such as an appraiser, engineer or surveyor are required, retention of that expert

Mark Seber, Commissioner of Accounts/City Clerk
City of Mechanicville
August 1, 2022
Page 2

will be the City's sole financial responsibility, although we will be happy to advise on the selection of an expert, if appropriate.

This offer to enter into this retainer agreement will automatically expire within thirty (30) days of the date hereof, unless this Agreement is counter-signed, returned to the Firm and accepted in accordance with its terms.

Generally, our engagement on a specific matter will be over when we send our final statement for services related to that matter. However, if at any point the City wishes to change lawyers, or simply terminate our engagement, it may do so. If it becomes necessary for us to stop representing the City, we will take all reasonable steps to protect its interests.

Once our representation of the City concludes, we will, of course, keep confidential all otherwise nonpublic information which has been supplied to us and which is retained by us. At the City's request, original documents will be returned promptly upon receipt of payment for outstanding fees and costs. Our files will be retained by the Firm. The City has been advised and understands the Firm will destroy its original file no sooner than seven (7) years after representation has been concluded or terminated.

After completion of all pending matters, changes may occur in the applicable laws or regulations that could have an impact on the City's future rights and liabilities. While we will be very happy to respond to any inquiries the City may have, after completion of the matter we have no obligation to keep it apprised of future developments unless asked to do so in writing.

Because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, the Firm makes no promises or guarantees about the outcome of this matter, nor can we guarantee the amount or time it may take, or that any result can, will or is likely to be obtained.

We are not accountants and do not provide financial or tax advice. Pursuant to U.S. Treasury Department Regulations, we are required to advise the City that, unless otherwise expressly indicated in a formal, written tax opinion meeting IRS requirements, any Federal tax advice contained in this communication, including attachments and enclosures, is not intended or written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

In the event that a dispute arises between us relating to our fee, the City may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. A copy of the rules will be provided on request.

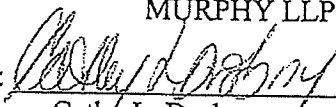
Mark Seber, Commissioner of Accounts/City Clerk
City of Mechanicville
August 1, 2022
Page 3

Please review this letter carefully and if it meets with the City's approval, please have a copy of this letter executed and return it to us so that we may begin work. Our representation will not commence until it is received. If you have any questions about this letter, please do not hesitate to contact me.

Thank you for your expression of interest in our firm.

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By: 
Cathy L. Drobny
cdrobny@joneshacker.com
Direct Dial: (518) 213-0116

CLD:kah
Attachments

cc: Rachael Holbrook, Assessor
(Via E-Mail - rachael.holbrook@mechanicvilleny.gov)

AGREED TO THIS _____ DAY OF _____, 2022

CITY OF MECHANICVILLE

By: _____
Print Name/Title:

Statement of Client's Rights

(As adopted by the Administrative Board of the Courts)

1. *You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.*
2. *You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).*
3. *You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.*
4. *You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.*
5. *You are entitled to have your questions and concerns addressed in a prompt manner and to receive a prompt reply to your letters, telephone calls, email faxes and other communications.*
6. *You are entitled to be kept informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.*
7. *You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).*
8. *You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.*
9. *You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.*
10. *You may not be refused representation on the basis of race, creed, color, age, religion, sex, sexual orientation, national origin or disability.*

Statement of Client's Responsibilities

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

- 1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.*
- 2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.*
- 3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.*
- 4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.*
- 5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.*
- 6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.*
- 7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.*
- 8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional responsibility.*
- 9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.*
- 10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.*

CITY OF MECHANICVILLE

Records

RESOLUTION: 84-2022

WHEREAS, Police Officer Gerald Casertino submitted a letter of resignation to the Chief of Police; and

WHEREAS, Officer Casertino resignation will take place on July 29, 2022; and

WHEREAS, Officer Casertino has served the City of Mechanicville with dedication and distinction; NOW

THEREFORE BE IT RESOLVED that the City Council of the City of Mechanicville accepts the resignation letter from Officer Gerald Casertino.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

August 10, 2022

Mayor Butler,
Members of the City Council
City of Mechanicville
36 North Main Street
Mechanicville, New York 12118

RECEIVED
CHIEF OF POLICE

JUL 11 2022

CITY OF MECHANICVILLE
POLICE DEPARTMENT

July 11, 2022

Mayor Butler and Members of the City Council,


Please accept this letter of resignation from the position of Police Officer for the Mechanicville City Police Department effective July 29, 2022.

I would like to take this opportunity to thank you and the members of the city council for your continued work and support of the police department.

Also, I would like to thank the members of the police department for their mentorship, guidance, and friendship. Since joining the agency in 2017, I have had the great honor and privilege of working alongside some of the most caring and dedicated public servants any city could hope for. I am proud to have been a part of such a group of consummate professionals who consistently display the highest level of competence in the face of difficult, rapidly evolving, and often dangerous situations.

Finally, I would like to thank the community, as without their support, the police department would be unable to perform much of the work they do. It has been an honor serving the people of Mechanicville.

Respectfully submitted,


Gerald Casertino

CITY OF MECHANICVILLE

Records

RESOLUTION: 85-2022

WHEREAS, Police Officer Frank Schaeffer submitted a letter of resignation to the Chief of Police; and

WHEREAS, Officer Schaeffer's resignation will take place on July 27, 2022; and

WHEREAS, Officer Schaeffer has served the City of Mechanicville with dedication and distinction; NOW

THEREFORE BE IT RESOLVED that the City Council of the City of Mechanicville accepts the resignation letter from Officer Frank Schaeffer.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

August 10, 2022

July 13th, 2022

RECEIVED
CHIEF OF POLICE

JUL 13 2022

Frank Schaeffer
Police Officer
Mechanicville Police Department
36 North Main Street
Mechanicville, NY 12118

CITY OF MECHANICVILLE
POLICE DEPARTMENT

Dear Chief Rabbitt,

This letter is meant to serve as a formal notice of resignation. My last day of employment will be on July 27th, 2022. I will be leaving for employment as a police officer in the State of South Carolina.

I have had nothing but a positive experience working as a police officer here at Mechanicville. I have enjoyed my time here working for you and with my fellow employees. However, I have chosen to move out of state and seek employment there. I appreciate the opportunity you have afforded to me, and I am sincerely grateful for everything you have done for me over the years.

Thank you for giving me a chance. I wish you and the other officers of the Mechanicville Police Department nothing but the best.

Best Regards,



Frank Schaeffer

CITY OF MECHANICVILLE

Records

RESOLUTION: 86-2022

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

WHEREAS, Marie Abraham is a certified police officer and has experience in this field and is willing to start immediately; and

WHEREAS, Marie Abraham is already employed as a part-time police officer and Chief Rabbitt recommends the full-time appointment of Marie Abraham; NOW

THEREFORE BE IT RESOLVED, that the Mayor is authorized to hire Marie Abraham as a full-time police officer at the third year patrol rate of \$55,742.65 as it appears in the PBA Collective Bargaining Agreement., effective August 27, 2022.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

August 10, 2022

RESOLUTION NO.: 87-2022

WHERE AS ANDREW T. HOLLENBECK IS CURRENTLY EMPLOYED as a Part-Time Janitor with the City; and

WHEREAS ANDREW WILL BE TAKING on an additional duties that will require additional hours to his current work schedule;

NOW THEREFOR BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL approves the appointment of Andrew T. Hollenbeck to the position of Full-Time Janitor effective August 15, 2022 at the same rate of pay which he is currently receiving.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

August 10, 2022

RESOLUTION NO.: 88-2022

WHEREAS THE CITY OF MECHANICVILLE has received funding from the NYSDOT to complete various drainage improvements along the Central Avenue Corridor;

WHEREAS Barton & Loguidice was previously selected and contracted by the City to complete the North Central Streetscape and South Central Avenue Drainage Improvement projects. Both of these projects were substantially constructed in 2020;

WHEREAS Barton & Loguidice has provided Amendment Number 3 to the City for planning, design and construction phase services of these drainage improvements;

WHEREAS THE CITY authorizes the Mayor to execute Amendment Number 3;

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

August 10, 2022

AMENDMENT NUMBER 3 ("Amendment")
TO THE
AGREEMENT DATED JULY 11, 2018 ("Agreement")
BETWEEN
CITY OF MECHANICVILLE ("Owner")
AND
BARTON & LOGUIDICE, D.P.C. ("Engineer")
FOR
PROFESSIONAL SERVICES FOR THE SOUTH CENTRAL AVENUE
DRAINAGE IMPROVEMENTS PROJECT ("Project")

The above referenced Agreement between Owner and Engineer is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Engineer, remains in full force and effect except as modified herein.

1. Change in Scope of Services to be Performed

- A. The scope of services to be performed by Engineer is hereby modified as described in Attachment One.

2. Change in Compensation for Services

- A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be Sixty Thousand One Hundred Twelve Dollars (\$6,112), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Engineer for this Project.
- B. Owner's method of payment to Engineer shall be as set forth in the Agreement referenced above.

3. Total Agreement

- A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Engineer for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

OWNER: City of Mechanicville

By: _____

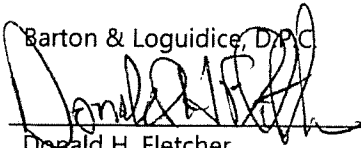
Mike Butler

Title: Mayor

Date _____

Signed: _____

ENGINEER: Barton & Loguidice, D.P.C.

By:  _____

Donald H. Fletcher

Title: Senior Vice President

Date _____

Signed: August 8, 2022

Attachment One - Scope of Services for Amendment Number 3 South Central Avenue Drainage Improvements Project

Scope of Services

The scope of services covered by Amendment Number 3 are in relation to the drainage improvements at the intersection of Central Avenue and Hill Street. The costs associated with these services will be reimbursed through the City/NYSDOT Betterment Agreement for drainage improvements along said corridor.

Services include:

- 1) B&L will provide a combination of part time and full time construction observation to ensure conformance with the contract documents. 120 hours of observation was assumed from Amendment Number 2. A total of 167.5 hours was provided; therefore, 47.5 hours of additional inspection services was provided. These services were primarily due to changes within the Central Avenue right of way.
- 2) There are no additional scope of services or request for additional fee for services for the construction administration services for this project.

RESOLUTION No.: 89-2022

WHEREAS, there is a vacancy for a substitute clerk at the Senior Center, and Public Safety Office;

WHEREAS, this position needs to be filled with a qualified individual;

WHEREAS, Diane Craig has all of the qualifications needed to fill this position;

THEREFORE BE IT RESOLVED THAT Diane Craig hereby be appointed to the position of substitute clerk at \$15.00 per hour effective August 10, 2022, up to 29 hours per week with no other benefits.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

August 10, 2022

RESOLUTION NO. 90-2022

WHEREAS THE CITY OF MECHANICVILLE OWNS A 2006 Ford Explorer, VIN 1FMPU16526LA67195, vehicle that is currently not running and would be very expensive to repair; and

WHEREAS THE VILLIAGE OF STILLWATER HAS EXPRESSED an interest in purchasing the vehicle from the City for \$1,000.00;

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF MECHANICVILLE agrees to sell the 2006 Ford Explorer as is to the Village of Stillwater for \$1,000.00.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

August 10, 2022

RESOLUTION NO. 91 -22

WHEREAS, the Mechanicville City Council adopted their 2022 Annual Budget on December 08, 2021; and

WHEREAS, the City of Mechanicville has received new sources of revenue since that time which are identified below; and

WHEREAS, the City Council now wishes to amend said Budget with the following amendments;

THEREFORE BE IT RESOLVED, that for the 2022 Budget we wish to approve the following amendments:

To add new or increase the revenue categories for the following sources of previously budgeted and non-budgeted revenue:

<u>Account No.</u>	<u>Source</u>	<u>Amount</u>
A0-2389-000	MISC REVENUE - OTHER GOVERNMENT	\$ 7,214
A0-2655-000	SALES - OTHER	\$ 14,110

To add new or increase the expenditure categories listed below which are supported by the adjusted revenue items listed above:

<u>Account No.</u>	<u>Source</u>	<u>Amount</u>
A0-7620-200	SENIOR CENTER - EQUIPMENT	\$ 1,000
A0-7620-402	SENIOR CENTER - MATERIALS & SUPPLIES	\$ 2,214
A0-7140-407	PLAYGROUNDS - REPAIRS & MAINTENANC	\$ 4,000
A0-8510-410	COMM. BEAUTIFICATION - CONTRACTED	\$ 14,110

Introduced by: _____

Seconded by: _____

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

Dated: _____ August 10, 2022 _____

RESOLUTION No.: 92-2022

WHEREAS, the Mechanicville City Council adopted their 2022 Annual Budget on December 8, 2021; and

WHEREAS, the City Council now wishes to amend said Ordinance with the following transfer of budget balances:

THEREFORE BE IT RESOLVED, that for the 2022 budget we wish to approve the following budget amendments:

AMOUNT	FROM BUDGET CODE	TO BUDGET CODE	FROM	TO
2,766.28	A0-1990-400	A0-3411-407	Contingent Account	Fire Bldg - Repairs & Maintenance
13,467.74	A0-1990-400	A0-1490-407	Contingent Account	DPW - Repairs & Maintenance
8,727.35	A0-1990-400	A0-7620-407	Contingent Account	Senior Center - Repairs & Maintenance
3,818.75	FX-1420-410	FX-8320-407	Dept of Law - Contracted Services	Water - Repairs & Maintenance
9,727.47	A0-1990-400	A0-1620-407	Contingent Account	Bldg - Repairs & Maintenance
14,166.00	A0-1990-400	A0-7140-407	Contingent Account	Playgrounds - Repairs & Maintenance
To cover invoices from Willdan Energy for lighting upgrade.				
500.00	A0-3510-407	A0-7110-402	ACO - Repairs & Maintenance	Parks - Materials & Supplies
200.00	A0-3510-412	A0-7110-407	ACO - Fuel	Parks - Repairs & Maintenance
100.00	A0-3510-410	A0-7110-407	ACO - Contracted Services	Parks - Repairs & Maintenance
To cover overages in Parks Materials/Supplies & Repairs/Maintenance.				
200.00	A0-5010-402	A0-5010-408	Highways - Materials & Supplies	Highways - Training
To cover bucket truck training.				
301.99	A0-3120-100	A0-3120-112	Police - Vacation	Police - Personnel Services
200.00	A0-1620-407	A0-3170-407	BLDG - Repairs & Maintenance	Court - Repairs & Maintenance
To cover overages in Police vacation and Court Repairs & Maintenance.				
300.00	A0-3410-407	A0-3411-402	Fire Dept - Repairs & Maintenance	Fire Bldg - Repairs & Maintenance
To cover overages in Fire Bldg Repairs & Maintenance.				
100.00	A0-1315-410	A0-8035-410	Accounts - Contracted Services	Charter Review - Contracted Services
To cover overages in Charter Review Contracted Services.				
20.00	A0-8170-407	A0-8170-402	Street Sweeper - Repairs & Maintenance	Street Sweeper - Materials & Supplies
To cover overages in Street Sweeper Materials & Supplies				
400.00	A0-1210-411	A0-1210-405	Mayor - Conference Expense	Mayor - Travel
400.00	A0-1210-411	A0-1210-410	Mayor - Conference Expense	Mayor - Contracted Services
55.00	A0-1620-407	A0-1620-410	Bldg - Repairs & Maintenance	Bldg - Contracted Services
To cover mileage reimbursement, new employee drug testing and live streaming council meetings				

Introduced by: _____

Seconded by: _____

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

Dated: August 10, 2022

RESOLUTION NO. 93-2022

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

PAYROLL	7/21/2022	\$ 83,041.52
PAYROLL	8/4/2022	\$ 95,893.72
		<u>\$ 178,935.24</u>

With an expenditure breakdown by fund as follows:

GENERAL A0 FUND	\$ 169,247.09
WATER FX FUND	\$ 17,727.81
SEWER G0 FUND	\$ 3,186.97
CAPITAL PROJECTS H0 FUND	\$ -
PAYROLL TA FUND	\$ 178,935.24
TOTAL	<u>\$ 369,097.11</u>

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

Introduced by: _____

Seconded by: _____

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

Dated: _____ August 10, 2022