

AGENDA
REGULAR MEETING OF THE
MECHANICVILLE CITY COUNCIL
SENIOR CITIZEN'S CENTER
178 NORTH MAIN STREET
MECHANICVILLE, NY
January 12, 2022

1. OPEN MEETING: _____ P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

MAYOR BUTLER
COMMISSIONER SEBER
COMMISSIONER JOHNSON
COMMISSIONER HIGGINS
COMMISSIONER HOSLEY

4. ACCEPTANCE OF THE MINUTES OF THE PREVIOUS MEETING ON December 8, 2021

MOVED BY:

SECONDED BY:

AYES:

NAYS:

5. ACCEPTANCE OF THE MINUTES OF THE SPECIAL MEETING ON December 22, 2021

MOVED BY:

SECONDED BY:

AYES:

NAYS:

6. Second Public Hearing (Water Main Project)

7. COMMISSIONER REPORTS:

MAYOR'S REPORT & CORRESPONDENCE
COMMISSIONER SEBER

COMMISSIONER JOHNSON
COMMISSIONER HIGGINS
COMMISSIONER HOSLEY

CHIEF RABBITT
MFD CHIEF DUNN
SUPERVISOR RICHARDSON

8. Public Comment:

9. RESOLUTIONS:

RESOLUTION 01-2022 Roberts Rules of Order

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 02-2022 Drug and DMV Checks for New Hires

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 03-2022 Civil Service Appointment

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 04-2022 Camoin Agreement (Home Grant)

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 05-2022 New Dodge Charger

Moved by: _____ Secoded by: _____

AYES: _____ NAYS: _____

RESOLUTION 06-2022 Assessors Executive Order

Moved by: _____ Secoded by: _____

AYES: _____ NAYS: _____

RESOLUTION 07-2022 Payroll and Vouchers

Moved by: _____ Secoded by: _____

AYES: _____ NAYS: _____

10. NEW BUSINESS:

11. OLD BUSINESS:

12. CLOSE MEETING: Time _____

Moved by: _____ Secoded by: _____

Roll Call AYES _____ NAYS: _____

13. EXECUTIVE SESSION: Time _____

Moved by: _____ Secoded by: _____

Roll Call AYES _____ NAYS: _____

14. ADJOURNMENT: Time _____

Moved by: _____ Seconded by: _____

Roll Call AYES _____ NAYS: _____

Resolution No.: 01-2022

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

BE IT RESOLVED, that Robert Rules of Order be, and hereby adopted for the rules of procedure for the meetings of the City Council of the City of Mechanicville for the year 2022; and

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

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

BE IT RESOLVED, that the Daily Gazette and The Express be and they are hereby appointed as the official newspapers for the City of Mechanicville for the year 2022; and

BE IT RESOLVED, that TD Bank be and is hereby appointed the official bank of the City of Mechanicville for the year 2022; and

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

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

BE IT RESOLVED, that C. Mark Seber is appointed to the position of Registrar of Vital Statistics for the City of Mechanicville for the year 2022; Emilia Foad appointed to the position of Deputy Registrar of Statistics for the City of Mechanicville for the year 2022; and

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

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

All terms of office to expire December 31, 2022

Introduced by: _____

Seconded by: _____

Roll Call: Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Higgins _____

Commissioner Hosley _____

Dated: January 12, 2022

RESOLUTION NO.: 02-2022

WHEREAS, the City of Mechanicville endeavors to ensure it hires appropriate and qualified individuals to work for the City; and

WHEREAS, the Mechanicville City Council has conferred, and has determined that it is in the City's interest to implement certain pre-employment checks to ensure appropriate and qualified individuals are hired to work for the City;

NOW THEREFORE BE IT RESOLVED, that the Mechanicville City Council hereby authorizes post-offer pre-employment drug testing of applicants who have been offered a position of employment with the City;

BE IT FURTHER RESOLVED, that the Mechanicville City Council hereby authorizes pre-employment Department of Motor Vehicle inquiries and driving history checks of applicants for jobs that entail driving a motor vehicle, to ensure appropriate licensure by the applicant and that the applicant has an appropriate driving abstract.

INTRODUCED BY: _____

SECONDED BY: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Higgins _____

Commissioner Hosley _____

January 12, 2022

RESOLUTION NO.: 03-2022

WHEREAS THERE IS A VACANCY IN THE POSITION of Civil Service Secretary; and

WHEREAS Rose Ann Lindemann meets the qualifications to fill the position;

NOW THEREFORE BE IT RESOLVED THAT the Mechanicville City Council appoints Rose Ann Lindemann as Civil Service Secretary at an annual salary of \$5,143.90 effective January 13, 2022.

INTRODUCED BY: _____

SECONDED BY: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Higgins _____

Commissioner Hosley _____

January 12, 2022

RESOLUTION NO.: 04-2022

WHEREAS THE CITY OF MECHANICVILLE WAS AWARDED a 2021 HOME Grant to help provide home upgrades to qualified residents: and

WHEREAS CAMOIN ASSOCIATES, INC. HAS PROVIDED grant administration services to the City for the past (10) ten years and has administered the previous HOME grants that the City has been awarded;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes the Mayor to execute the attached agreement with Camoin Associates, Inc. PO Box 3547 Saratoga Springs, NY 12866. The fees paid to Camoin to administer this grant will be paid through the grant.

INTRODUCED BY: _____

SECONDED BY: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Higgins _____

Commissioner Hosley _____

January 12, 2022

AGREEMENT

This services agreement ("Agreement") is made this 5th of January 2022 by and between the City of Mechanicville with a mailing address of 36 N. Main Street, Mechanicville, New York 12118 (hereinafter "Client"), and Camoin Associates, Inc. (dba Camoin Associates) with a mailing address of PO Box 3547 Saratoga Springs NY, 12866 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Client has solicited the services of an economic development consultant; and

WHEREAS, the Consultant has offered to provide such assistance to the Client as requested,

NOW, THEREFORE, the parties hereby agree as follows:

SCOPE OF SERVICES

1. The Consultant will provide the services listed in Attachment A ("Scope of Services"), incorporated herein by reference. The Client agrees to cooperate and provide assistance to the Consultant as described in Attachment A.

REMUNERATION

2. As compensation for the performance of the services described in Attachment A, Client will pay Consultant in the amount and manner set forth in Attachment B ("Compensation and Payment"), incorporated herein by reference.
3. The Consultant shall submit invoices to the Client on a monthly basis. The invoices will include a reasonable description of the services provided and the value ascribed to each.
4. Notwithstanding any other provision of this Agreement, the Consultant shall not perform services outside the scope set forth in Attachment A, unless such services have been authorized by written amendment to this Agreement signed by both parties setting forth the services to be rendered and the associated fee.
5. Payment is due on all invoices within 30 days of the date of the invoice. Interest will accrue on all overdue invoices at a rate of 18% per annum commencing on the date payment becomes due. Should it be necessary for the Consultant to collect on any overdue invoices, the Client will be responsible for all costs of collection including reasonable attorney's fees.
6. In the event Consultant is required to pursue payment of unpaid past due invoices, Client agrees to pay for Consultant's travel costs to and from events related to the collection of the unpaid invoices at the current mileage rate stipulated by the Internal Revenue Service. In addition, Client agrees to pay Consultant for Consultant's time spent attending litigation related meetings and hearings to pursue the collection of Client's unpaid past due invoices at the hourly labor rates set forth in Attachment B.

MISCELLANEOUS

7. The Consultant agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of the Client or its agents, and that neither the Consultant, nor any of its officers or employees will by reason therefore, make any claim,

demand, or application to or for any right or privilege applicable to an officer or employee of the Client.

8. The sole liability of either party or a third party to the other hereunder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Consultant with respect to the services included in the Agreement as Attachment A. Except for the specific remedies expressly identified as such in this Agreement, Client's exclusive remedy for any claim arising out of this Agreement or any applicable work order will be for the Consultant, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, to return the fees paid to Consultant for the services related to the breach.
9. In no event will either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within two (2) years after the cause of action arose. The parties agree that performance of all indemnification obligations included in this Agreement shall be considered direct damages regardless of the type of underlying claim or damages for which indemnification is being provided.
10. The allocations of liability under paragraphs 8 and 9 are the agreed and bargained-for understanding of the parties, and compensation for the services included in this Agreement as Attachment A reflects these allocations.
11. The Consultant acknowledges and agrees that neither Consultant nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by the Client, and that the Consultant shall be solely responsible for maintaining such coverage to the extent required by law.
12. This Agreement may not be amended or otherwise modified except upon the written agreement of the parties.
13. No remedies or rights conferred upon Consultant by this Agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
14. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this contract shall be construed in all respects as if any invalid or unenforceable provision were omitted.
15. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.
16. This Agreement shall be interpreted, governed and construed under the laws of the State of New York as if it were executed and performed wholly within the State of New York, without giving effect to any provision thereof that permits or requires the application of the laws of any other jurisdiction. Any litigation based hereon or arising out of or in connection with this Agreement shall be brought and maintained exclusively in the courts of the State of New York with a venue in Saratoga County, New York and the Parties hereby irrevocably waive all jurisdictional defenses and irrevocably agree to submit to the jurisdiction of such

courts for the purpose of any such litigation and irrevocably agree to be bound by any judgment rendered thereby in connection with such litigation.

17. This Agreement may be signed in counterparts and/or delivered via facsimile or in PDF format via e-mail, each of which shall be deemed original and binding signatures and all of which shall constitute one and the same Agreement.
18. Each of the persons signing below warrants and represents that they are duly authorized to sign this Agreement on behalf of the party for which he or she is signing.

TERM OF AGREEMENT

19. This Agreement shall become effective as of the date first set forth above.
20. This Agreement may be terminated by either party at any time without cause to be effected by prior written notification to the non-terminating party at the address set forth above.
21. Upon termination, the Client shall reimburse the Consultant for all unpaid time and expenses as prescribed in the REMUNERATION section of this Agreement.

GRANT PROVISIONS

22. The City of Mechanicville, the Client, the New York State Homes and Community Renewal, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Consultant which are directly pertinent to the City of Mechanicville HOME 2015 grant for the purpose of making audits, examinations, excerpts and transcriptions.
23. Consultant agrees to indemnify the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney's fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the City of Mechanicville HOME 2015 grant, subject to the provisions and limitations of paragraph eight of this Agreement.
24. The parties below shall be bound by and comply with all applicable Federal, State and local laws and regulations, including but not limited to, 24 CFR Parts 85 and 570 and the clause set forth at 24 CFR 135.38.

AGREED TO:

For City of Mechanicville

For Camoin Associates, Inc.

By: _____

Michael Butler
Mayor, City of Mechanicville

By: _____

Robert Camoin
President

Contact and email address for invoicing:

Phone number:

ATTACHMENT A

Scope of Services

“We”, “Us” and “Our” shall refer to the Consultant, “You” and “Your” shall refer to the Client. The following scope refers to grant management and administration for the 2015 HOME Local Program. This will include:

2022 HOME Local Program (“HOME”)

1. Administration – Consultant will provide advisement for the administration of the HOME grant. This includes two elements, *Program Development* and *General Administration*. In general, City staff will be responsible for filling out all forms, communicating with New York State HCR, applicants, and contractors. Camoin will provide guidance, templates and expertise based on previous rounds of the grant. All records will be maintained by the city for review by the State, should monitoring be requested by HCR.

Program Development includes:

- Advising City staff to establish a filing, bookkeeping and record keeping system that will be run and maintained by the City that fulfills State of New York reporting requirements and also meets the needs of the City.
- Providing guidance for necessary environmental and historic review forms required for the programmatic Environmental Review Record (ERR) and any other policies and procedures required by the State of New York to secure release of funds.
- Provide guidance to City staff to enable them to conduct site specific Historic and Environmental Review for each selected property.
- Drawing on previously established program guidelines that meet all regulatory requirements, as well as the intentions of the City. This includes procedures for complying with federal requirements for fair housing, prevailing wage rates, etc. and establishing a procedure for selection of eligible applicants.
- Confirming administrative procedures with City staff, the Program Intake Specialist, Housing Rehabilitation Coordinator and other individuals/organizations as necessary to clearly define responsibilities, and provide any necessary materials for day to day administration and delivery of the HOME program.

General Administration

- Provide advice and guidance to all staff and contractors/consultants that assist with implementation of the HOME program.
- Answer questions related to eligibility requirements of potential projects, and provide all necessary materials to the Program Intake Specialist, Housing Rehabilitation

Coordinator and City staff to ensure eligibility of projects and compliance with all appropriate procedures through the initial screening of applicants and the pre-application process.

2. Advisement on Program Delivery/Program Coordinator Services – Consultant will assist; but not lead, the City in the following elements:

- Assist the Program Intake Specialist in their efforts to coordinate activities with a qualified energy auditor and lead paint contractors to perform testing and assessment of eligible projects.
- Provide guidance to the City to prepare contractor bid documents to send to list of qualified contractors for each rehab property.
- Provide guidance to the City in collecting required reporting forms from property owners and selected contractors to meet state and federal requirements.

3. Additional Conditions

The above detailed scope of work assumes the following:

1. The Client understands and acknowledges that the Client will be responsible for hiring and paying for the services of the Housing Rehabilitation Coordinator and that the Consultant will have no such responsibility therein.
2. The Consultant will provide guidance but the City will be responsible for the following tasks associated with the overall program and individual projects:
 - Development and maintenance of the Qualified Contractor List
 - Review of all applications received to determine eligibility
 - Preparation and mailing of bid packages to qualified contractors
 - Completion of the site-specific Environmental Review, Flood Review, and State Historic Preservation Office Review forms.
 - Completion of required forms for each property – including but not limited to contracts, payment requests (for contractors and for the State), start up and completion forms, lead and energy materials, preparing bid packages, eligibility and cost analysis and inspection reports.
 - The City will be responsible for selecting and working with the Housing Rehabilitation Coordinator to ensure that all appropriate liens are filed with the County recorder and to ensure that rehabilitated units comply with income eligibility requirements. The City will follow the state required RFP requirements to select a HRC. The City will assist the Housing Rehabilitation Coordinator and local code enforcement officer with their responsibility to conduct inspections and ensure that work is progressing according to the approved scope of work.

ATTACHMENT B

Compensation and Payment

As remuneration for the scope of services attached as Attachment A, the Client shall pay the Consultant a fixed fee of \$15,000 (FIFTEEN THOUSAND DOLLARS). Once services exceed the value of \$15,000, Consultant will begin to charge the Client on a time-and-expense basis to conduct services. Rates will be charged as follows:

a. Hourly labor rates

President/Senior VP	\$285.00 per hour
Principal	\$225.00 per hour
Senior Professional	\$165.00 per hour
Professional	\$123.00 per hour
Rate in travel status	\$85.00 per hour (all personnel)

- b. Travel by private automobile will be charged at the maximum federal reimbursement rate per mile.
- c. All other expenses (e.g. purchase of proprietary data, travel related expenses, etc.) will be charged at cost.

CITY OF MECHANICVILLE

Records

RESOLUTION: 05-2022

WHEREAS, The Mechanicville Police Department is in need of a new patrol vehicle; and

WHEREAS, a new patrol vehicle has been located under State Contract at Main Motorcar Chrysler Dodge Jeep Ram, 224 West Main Street, Johnstown, NY 12095; NOW

THEREFORE BE IT RESOLVED that the Mechanicville City Council authorizes the purchase of a 2021 Dodge Charger VIN:2C3CDXKKG0MH644737 at the cost of \$29,605.00, which includes delivery.

INTRODUCED BY: _____

SECONDED BY: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Higgins _____

Commissioner Hosley _____

January 12, 2022

RESOLUTION NO. : 06-2022

WHEREAS GOVERNOR HOCHUL issued Executive Order 11.1 authorizing municipal boards to direct their Assessors to grant exemptions on the 2022 assessment roll to all property owners who received an exemption of the 2021 assessment roll; and

WHEREAS THE EXECUTIVE ORDER limited the exemptions to those granted pursuant to Real Property Tax Law sections 459-c and 467; and

WHEREAS THE EXECUTIVE ORDER dispenses with the need for renewal applications so long as the owner of the property hasn't changed their primary residence, added another owner to the deed, transferred the property to a new owner or died;

NOW THEREFORE BE IT RESOLVED THAT the Mechanicville City Council herein directs the Assessor to proceed in accordance with Executive Order 11.1.

INTRODUCED BY: _____

SECONDED BY: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Higgins _____

Commissioner Hosley _____

January 12, 2022

RESOLUTION N^o 07-2022

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

PAYROLL	12/9/2021	\$	102,979.25
PAYROLL	12/23/2021	\$	87,802.57
PAYROLL	1/6/2022	\$	94,612.83
		\$	285,394.65

With an expenditure breakdown by fund as follows:

GENERAL A0 FUND	\$	318,559.20
WATER FX FUND	\$	9,010.92
SEWER G0 FUND	\$	1,698.55
CAPITAL PROJECTS H0 FUND	\$	5,327.25
PAYROLL TA FUND	\$	285,394.65
TOTAL	\$	619,990.57

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 Baker _____
Comm. Seber _____
Comm. Johnson _____
Comm. Gotti _____
Comm. McGuire _____

Dated: _____ January 12, 2022 _____