

**AGENDA
REGULAR MEETING OF THE
MECHANICVILLE CITY COUNCIL
SENIOR CITIZEN'S CENTER
178 NORTH MAIN STREET
MECHANICVILLE, NY
May 11, 2022**

1. OPEN MEETING: _____ P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

**MAYOR BUTLER
COMMISSIONER SEBER
COMMISSIONER JOHNSON
COMMISSIONER HIGGINS
COMMISSIONER HOSLEY**

ACCEPTANCE OF THE MINUTES OF THE PREVIOUS MEETING ON April 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 44-2022 School Fuel Agreement

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 45-2022 Board of Assessment Review Committee Appointment

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 46-2022 CDTA Agreement

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 47-2022 Video Conferencing

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 48-2022 Cleaner/Groundkeeper

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 49-2022 Workplace Violence Policy

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 50-2022 Amendment of Resolution 29-2021

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 51-2022 Dam Improvements

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 52-2022 Hill Street Drainage Bid Award

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 53-2022 Termination

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 54-2022 New Hire DPW Laborer

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 55-2022 Budget Amendment

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 56-2022 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: _____

RESOLUTION NO.: 44-2022

WHEREAS THE CITY OF MECHANICVILLE HAS BEEN SELLING gasoline and diesel fuel to the Mechanicville City School District for many years; and

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO HAVE A multi -year contract allowing the Mechanicville City School District to purchase fuel from the City of Mechanicville;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL authorizes the Mayor to sign the attached contract with the Mechanicville City School District to sell fuel for the School District vehicles.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Higgins _____

Commissioner Hosley _____

May 11, 2022

CITY OF MECHANICVILLE INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2022, by and between the City of Mechanicville (“City”), a municipal corporation of the State of New York, having its office at 36 N Main St., Mechanicville, NY 12118, and the Mechanicville City School District (“MCSD”), a municipal corporation of the State of New York, having its offices at 25 Kniskern Ave., Mechanicville, NY 12118.

WHEREAS, both the City and the MCSD are municipal corporations as defined by Section 119-n of Article 5-G of the General Municipal Law (“GML”) of the State of New York;

WHEREAS, Section 119-o of Article 5-G of the GML of the State of New York authorizes municipal corporations to contract to perform together that which each is authorized to perform individually, provided that any such agreement to do so “be approved by each participating municipal corporation” “by a majority vote of the voting strength of its governing body”;

WHEREAS, on the ____ day of 2022, the Board of Education of the Mechanicville City School District, by Resolution No. ____ of 2022, approved this Agreement and authorized its execution by the President; and

WHEREAS, on the ____ day of 2022, the City Council of the City of Mechanicville, by Resolution No. ____ of 2022, approved this Agreement and authorized its execution by the City Mayor.

NOW, THEREFORE, the parties agree as follows:

1. **Term.** The term of this Agreement shall be for a period of five (5) years, commencing January 1, 2022, and ending December 31, 2027 (“Term”). Such term shall be contingent upon approval of the City and MCSD annually.
2. **Statement of Services.**
 - a. The City shall provide approximately 3,500 gallons of gasoline (“Gasoline”) per month to the MCSD at the City’s Department Of Public Works Facility (“Facility”), which shall be available twenty-four (24) hours per day. For purposes of this Agreement, “Gasoline” shall include unleaded gasoline and diesel fuel as needed and determined by the MCSD. It is anticipated that the total amount of unleaded gas shall be 2,000 per month and the total amount of diesel fuel shall be 1,500 per month. Such amounts may be amended or changed by the MCSD upon notice to the City as needs arise.
 - b. The City shall competitively bid pricing of gasoline consistent with the requirements of the General Municipal Law.
 - c. The MCSD shall continuously maintain with the City an up-to-date list of persons and vehicles authorized to obtain the Gasoline at the Facility (“Authorized List”).

- d. The City shall provide transaction keys for the authorized persons and vehicles listed on the Authorized List. The MCSD shall reimburse the City for its actual cost of supplying such keys. All transaction keys must be returned to the City at the expiration or termination of this Agreement, whichever occurs earlier.

3. Compensation.

- a. The City shall monthly send a bill to the MCSD for the Gasoline used by MCSD by sending a report containing specific information for each transaction, and the MCSD shall pay the City within sixty (60) days from the date on such bill, based on the sum of the weighted monthly average cost per gallon paid by the City under the contract it enters into for fuel/gasoline delivery.
- b. The City and the MCSD agree that this Agreement is executory to the extent of monies available, and no liability shall attach to the City and the MCSD beyond the monies available for the purpose.

4. Indemnification.

- a. The MCSD agrees to the fullest extent permitted by law to defend, indemnify and hold harmless the City, including its officials, employees, and volunteers, from and against all claims, including appeals (even if the allegations of the claim are meritless), judgments for damages concerning any injuries, including mental anguish, or death to any person or damage to any property, and costs and expenses to which the City or its officials, employees, or volunteers may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the MCSD or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or the failure to comply with the law or any of the requirements of this Agreement. If the facts or law relating to any of the preceding would preclude the City, its officials, employees, or volunteers from being fully indemnified by the MCSD, the City, and its officials, employees, and volunteers shall be partially indemnified by the MCSD to the fullest extent permitted by law.
- b. The City similarly agrees to the fullest extent permitted by law to defend, indemnify and hold harmless MCSD in the same manner and form as MCSD agrees to, as stated above in subsection (a) of this section 4.

5. Insurance Requirements. The City and MCSD shall, at each of their own cost and expense, procure and maintain insurance to cover activities concerning obtaining the Gasoline at the Facility, employees, owners, servants, and agents under the terms of this Agreement, per the following terms:

- a. Commercial General Liability Insurance not less than \$1,000,000 (One Million) for each occurrence and a general aggregate of not less than \$2,000,000 (Two Million) per project
- b. Automobile Liability Insurance, of not less than \$1,000,000 (One Million) Combined Single Limit for each accident

- c. Excess Umbrella Liability Insurance not less than \$1,000,000 (One Million) for each occurrence over General Liability, Employer's Liability (if not unlimited on the Workers' Compensation policy), Auto Liability, and Professional Liability, if required, and a general aggregate not less than \$1,000,000 (One Million)
 - d. Workers' Compensation and Employers' Liability Insurance per the statutory requirements of the New York State Workers' Compensation Law
 - e. Disability Insurance per the provisions and requirements of the New York State Disability Law
 - f. Professional Liability Insurance (or Errors and Omissions or Malpractice) not less than \$1,000,000 (One Million) for each claim, or if not included on the excess umbrella, the limits should equal \$1,000,000 (One Million) plus the required excess limit
 - g. All other insurance as required by law.
 - h. The City and MCSD warrant and represent to the other party that they have sufficient funds to satisfy the amount of the self-insured retention limit (deductible) required of each liability policy as it applies to this Agreement and that said amount is available to settle, compromise or pay any suit or claim for negligence, gross negligence, medical malpractice or intentional acts or omissions made against it and arising out of or during the Term. At either party's written request, the other party shall provide proof or guarantee of financial responsibility as it deems necessary.
6. The City and MCSD shall be named as additional insured on general liability insurance policies and policy blanket endorsements. Should any of the policies be canceled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. Unless and until the MCSD obtains such insurance, this Agreement shall not be effective, and no monies shall be paid or given to the MCSD. Similarly, unless and until the City obtains such insurance, this Agreement shall not be effective, and no monies shall be paid or given to the City.

7. Suspension or Termination.

- a. Suspension of the Agreement. In addition to the other powers detailed in this Agreement or by operation of law, the City or MCSD may suspend, in whole or in part, this Agreement whenever in their judgment, such suspension is warranted in the best interest of the City or MCSD. If suspension of this Agreement occurs, the MCSD shall pay for the Gasoline used before the suspension date and for any obligation necessarily incurred by the MCSD on account of this Agreement before receipt of notice of suspension and becoming due during the suspension period, but not incur or pay any further obligation under this Agreement beyond the suspension date until such suspension is lifted. The District shall provide the City notice of suspension upon no less than 30 days written notice. The City shall provide the District notice of suspension upon no less than 90 days' notice.
- b. Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time by writing per section 8 below to the other party when it is in the moving party's best interest. The City shall be paid its costs up to the effective termination date. If the MCSD has any property in its possession, including the

transaction keys belonging to the City, the MCSD shall account for the same and promptly return it in the manner the County directs. The City must provide the District no less than 90 days' written notice of termination. The District must provide the City no less than 30 days' notice of termination, in writing.

- c. The rights and remedies of the City and MCSD provided in this section 7 shall not be exclusive and are in addition to all other rights and remedies provided under this Agreement and by law.

- 8. Notices.** The parties designate the physical addresses specified below as the places where any notice, direction, or communication from either party to the other shall be given, which shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same-day courier service in a properly addressed envelope with confirmation; or (iv) sent by email and, unless the receiving party acknowledges receipt of the email by responding, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage prepaid envelope.

To the MCSD: Jodi Birch, Business Manager
25 Kniskern Avenue
Mechanicville, NY 12118

To the City: Mechanicville City Hall
36 N Main Street
Mechanicville, NY 12118
Attn: Commissioner of Accounts

- 9. Protection of County Property and Other Precautions.** (a) The MCSD assumes the risk of and shall be responsible for any loss or damage to the City's property used in the activities concerning obtaining the Gasoline at the Facility, where such loss or damage is caused by negligence, any tortious act, or failure to comply with the provisions of this Agreement or of law by the MCSD, its officers, employees, agents, and subcontractor(s). (b) The City assumes the risk of and shall be responsible for any loss or damage to the City's property used in the activities concerning obtaining the Gasoline at the Facility, where such loss or damage is caused by negligence, any tortious act, or failure to comply with the provisions of this Agreement or of law by the City, its officers, employees, agents, and subcontractor(s).

- 10. Record Keeping and Audit.** The MCSD and the City shall each maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and communications which relate to this Agreement or the performance of its obligations. Financial records shall be kept per GAAP (Generally Accepted Accounting Practices) and the City record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to the other party for inspection or audit upon demand. This Section 8 shall survive the cancellation, termination, or expiration of this Agreement, or the date of the last payment tendered, whichever occurs latest, by six (6) years.

- 11. Governing Law.** This Agreement shall be governed by the Laws of the State of New York. The MCSD and the City shall comply with all applicable laws as are in effect when the Gasoline is being obtained from the Facility. The MCSD and the City shall comply with all

local laws and resolutions of the City Council of Mechanicville, including, but not limited to, the filing of Disclosure Statements and Affirmative Action Plans if required by law or resolution.

- 12. Consent to Jurisdiction and Forum Selection.** The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the Supreme Court of the State of New York for the County of Saratoga or the United States District Court for the Northern District of New York located in Albany, County of Saratoga, New York. The parties intend this choice of venue to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties concerning or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party waives any right it may have to assert the doctrine of forum *non conveniens* or similar doctrine or to object to venue concerning any proceeding brought in accordance with this paragraph and stipulates that the State mentioned above, and federal courts shall have in personal jurisdiction and venue over each of them to litigate any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as detailed in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.
- 13. All Legal Provisions Deemed Included.** Every provision required by law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.
- 14. Contract Changes.** Any amendment or change to this Agreement shall not be valid unless made in writing and signed by the parties' authorized representatives. The MCSD and the City each deviates from the requirements of this Agreement without a duly approved and executed change order document or a written Agreement modification or amendment at its own risk.
- 15. No Assignment.** The MCSD and the City shall not assign, sublet, transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the other party.
- 16. Execution.**

 - a. Requirement for Signing. This Agreement shall be neither binding nor effective unless and until it is signed by all signatories and, where required by law, approved by the City Council of Mechanicville and the MCSD.
 - b. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Agreement.
 - c. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection with this Agreement may be electronically signed. Parties acknowledge and accept that any electronic signatures appearing on this Agreement or such other documents are the same

as handwritten signatures for the purposes of validity, enforceability, and admissibility.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either oral or written. It may be modified only in accordance with Section 10 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Dated: _____, 2022

Dated: _____, 2022

**MECHANICVILLE CITY
SCHOOL DISTRICT**

By: _____
KEVIN KOLAKOWSKI
Interim Superintendent

By: _____
MARLENE TIERNEY
President, Board of
Education

Dated: _____, 2022

DEPARTMENT OF PUBLIC WORKS

(Approved for the signature of
the City Mayor)

By: _____
DAVID HIGGINS
Commissioner of Public Works

Dated: _____, 2022

Dated: _____, 2022

DEPARTMENT OF LAW
(Approved for the signature of
the City Mayor)

**CITY OF
MECHANICVILLE**

By _____
Lyn A. Murphy
City Attorney

By: _____
MIKE BUTLER
Mayor, City of
Mechanicville

RESOLUTION NO.: 45-2022

WHEREAS SEVERIO CARABIS HAS RESIGNED from the City of
Mechanicville Board of Assessment Review effective immediately; and

WHEREAS THERE IS A NEED TO FILL HIS UNEXPIRED TERM so the
Board of Assessment Review will have a complete Board for its May 24,
2022 meeting;

NOW THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY
COUNCIL appoints Renay Brandon to the City of Mechanicville Board of
Assessment Review for the unexpired term ending September 30, 2024.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Higgins _____

Commissioner Hosley _____

May 11, 2022

RESOLUTION NO.: 46-2022

WHEREAS THE CITY OF MECHANICVILLE AND THE CAPITAL DISTRICT TRANSPORTATION AUTHORITY (CDTA) desire to enter into an agreement allowing the CDTA to park their FLEX vehicles at the City's DPW facility and purchase fuel from the City;

NOW THEREFORE BE IT RESOLVED THAT the Mechanicville City Council authorizes the Mayor to sign the attached agreement with CDTA to allow them to park their FLEX vehicles at the City DPW facility and purchase fuel from the City of Mechanicville.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Higgins _____

Commissioner Hosley _____

May 11, 2022

FUELING AGREEMENT

THE AGREEMENT made this _____ day of _____, 2022 by and between the following parties:

The **CITY OF MECHANICVILLE** (hereinafter "CITY"), a municipal corporation with offices at 36 North Main Street, Mechanicville, New York 12118 and the **CAPITAL DISTRICT TRANSPORTATION AUTHORITY** (hereinafter "CDTA"), a New York State public authority with offices at 110 Watervliet Ave., Albany, New York, 12206.

WITNESSETH

WHEREAS, the PARTIES currently and independently obtain gasoline and/or diesel fuel storage for their respective vehicles; and

WHEREAS, the PARTIES are desirous of entering into an agreement to provide for the storage and fueling of CDTA vehicles on CITY owned property; and

WHEREAS, the PARTIES have reached an agreement as to the terms, conditions, expectations and representations related to aforementioned activities; and

NOW THEREFORE, in consideration of the promises and covenants contained herein, it is mutually agreed by and between the parties hereto as follows:

ARTICLE I

Location

1.1 The location of the fuel and parking covered by this AGREEMENT shall be the current CITY Department of Public Works, located at 4 Industrial Park Drive in the City of Mechanicville.

ARTICLE II

Operation and Maintenance

2.1 The CITY shall operate and maintain the owned facility consistent with the reasonable use and enjoyment of the facility by PARTIES. In no event shall the CITY be liable to CDTA for damages due to interruptions in fuel or facility availability.

2.2 The CITY agrees to provide a quantity of fuel sufficient for at least four (4) CDTA vehicles to be fueled on a daily basis. The CITY shall maintain records adequate to monitor fuel usage by CDTA and use those records to provide monthly or periodic bills to CDTA. The bills shall be mailed to the address listed above for CDTA.

2.3 The CITY shall bill CDTA for actual monthly fuel consumption, and CDTA shall pay the CITY for the amount invoiced within forty-five (45) days from the receipt of the invoice. Any invoice not paid in full within the forty-five (45) day period shall incur an additional 3% surcharge.

2.4 The CITY shall maintain cost and purchase records adequate to establish the purchase price of the fuel. The fuel cost billed to CDTA shall be the direct purchase price only of the fuel and shall include no increases for the CITY'S overhead nor any other mark-up by the CITY. The per gallon cost times the actual number of gallons dispensed during a billing period shall be termed the "base bill".

2.5 The CITY shall be responsible for the actual operation and effectuating all maintenance, facility upgrades, testing and replacements necessary at the owned facility, including but not limited to snow and ice removal. The facility shall be operated in compliance with all necessary permits and authorizations of any governmental body or administrative unit having jurisdiction over the facilities.

2.6 The CITY shall provide sufficient parking for vehicles owned by CDTA and by CDTA employees, and shall notify CDTA of the appropriate parking locations. The CITY shall provide CDTA employees with 24/7 access to restrooms and other facilities, as agreed upon by the Parties.

ARTICLE III Cooperation

3.1 The PARTIES agree that each entity will cooperate with the other and comply with reasonable operation rules and regulations developed by the CITY for such fuel facility for their mutual benefit. Each will act reasonably and in good faith in accomplishing the intent and purposes of this AGREEMENT.

3.2 The CITY may agree to allow other municipal or not-for-profit users to access the fuel facility, upon terms and conditions which require such user to equitably share all costs.

ARTICLE IV Term

4.1 The initial term of this AGREEMENT shall be for one (1) year from the date this AGREEMENT is executed. The AGREEMENT shall continue for additional one (1) year periods thereafter unless a notice of non-renewal is served by either PARTY upon the other at least thirty (30) days prior to any termination date.

4.2 Any PARTY may withdraw from this AGREEMENT by giving seven (7) days advance notice to the other PARTY in writing, during the term of this AGREEMENT. In the event of a termination by such PARTY, the PARTY'S contractual rights and obligations under this AGREEMENT shall terminate, with the exception of any liability or responsibility incurred prior to termination, provided however, that the basis for any such claim shall have occurred during the term of this AGREEMENT.

ARTICLE V

Indemnity and Insurance

5.1 The PARTIES agree that each will perform its duties and/or exercise its rights under this AGREEMENT in such a manner as not to create an unreasonable risk of liability or damages to the other. In the event that any of the PARTIES performs or acts under this AGREEMENT in a negligent or intentional manner, causing uninsured damage or liability to either PARTY to this AGREEMENT, the party causing the damage or liability shall hold harmless, defend at its expense, indemnify and make whole the other PARTY from such damage or liability.

5.2 Each PARTY agrees to maintain, at minimum, commercial liability coverage, including contractual liability coverage, naming the other PARTIES as an additional insured, in a minimum amount of Two Million (\$2,000,000.00) Dollars from appropriate insurance companies or such other amount as the PARTIES may agree to from time to time.

5.3. Each PARTY agrees to obtain automobile liability coverage for owned, non-owned, and hired vehicles, naming the other PARTIES as additional insured in the minimum amount of Two Million (\$2,000,000.00) Dollars at its sole expense or such other amount as the PARTIES may agree to from time to time.

5.4 The PARTIES agree to provide evidence of insurance coverage in the form of a certificate of insurance which shall state that coverage afforded under the policies will not be cancelled, altered, or non-renewed until at least thirty (30) days prior to written notice has been given to the other PARTY. The PARTIES acknowledge that CDTA is self-insured. CDTA shall provide a letter indicating such self-insured status, which shall be deemed sufficient in lieu of the insurance coverage listed in this Agreement.

ARTICLE VI Miscellaneous

6.1 Every provision of this AGREEMENT is intended to be severable. If any provision is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified or rescinded to the extent necessary to comply with law and all other provisions shall continue in full force and effect.

6.2 This AGREEMENT contains the complete agreement between the parties and may not be modified except in writing signed by both parties. Upon its effective date, this AGREEMENT supersedes any prior agreements or understandings, written or oral, pertaining to this matter.

6.3 This AGREEMENT shall be governed by and construed according to New York law, and disputes arising under this AGREEMENT shall be properly venued in a court of competent jurisdiction located in Albany County, New York.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed by their respective duly authorized officers on the day and year first above written.

CITY OF MECHANICVILLE

BY: _____
MAYOR MIKE BUTLER

CAPITAL DISTRICT TRANSPORTATION AUTHORITY

BY: _____

STATE OF NEW YORK)
COUNTY OF SARATOGA) ss:

On the _____ day of _____, 2022, before me, the undersigned, personally appeared **MIKE BUTLER** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC-STATE OF NEW YORK

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

On the _____ day of _____, 2022, before me, the undersigned, personally appeared **Carmino N. Basile** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC-STATE OF NEW YORK

Resolution 47-2022

WHEREAS NEW YORK STATE modified §103-a of the Public Officers Law when the 2022-2023 budget was passed; and

WHEREAS THE AMENDMENT requires a Local Law permitting public bodies to participate in meetings via videoconferencing if the City Council wishes to permit the City public bodies to utilize videoconferencing now or in the future; and

WHEREAS THE CITY COUNCIL is desirous of permitting the use of videoconferencing for City public bodies;

NOW THEREFORE BE IT RESOLVED that the City Council hereby schedules a Public Hearing to authorize the use of videoconferencing pursuant to Public Officers Law §103-a for June 8, 2022 at 6:00 pm or as soon thereafter as the agenda allows at the City of Mechanicville Senior Citizen Center located at 178 N Main Street in the City of Mechanicville.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Higgins _____

Commissioner Hosley _____

May 11, 2022

Local Law Allowing Members of the City Council and any
Public Bodies of the City to
Participate in Meetings via Videoconference

Local Law No. 1 of the year 2022

City of Mechanicville, County of Saratoga

Section 1. Legislative Intent

It is the intent of this local law to give the City Council and the City's public bodies as that term is defined in Public Officers Law § 102 the authority to participate in meetings via videoconference in a manner consistent with the City's videoconferencing policy and the authority granted in Public Officers Law §103-a.

Section 2. Authority

This local law is adopted pursuant to Public Officers Law § 103-a which expressly authorizes the City Council to adopt a local law giving the City Council and other public bodies the authority to participate in meetings via videoconference from locations not accessible to the public so long as a quorum of the Council/body participates from locations where the public may be physically present and other conditions are met.

Section 3. Videoconferencing for Public Meetings

The City Council of the City of Mechanicville hereby authorizes members of the City Council together with all members of the City's public bodies to participate in meetings using videoconferencing technology in a manner consistent with Public Officers Law § 103-a and the City's videoconferencing policy adopted by the City Council.

Section 4. Severability

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State

RESOLUTION NO.: 48-2022

WHEREAS THERE IS A NEED FOR THE POSITION OF CLEANER and
GROUNDSKEEPER for the City of Mechanicville; and

WHEREAS Andrew Thomas Hollenbeck HAS the experience to do such work;

NOW, THEREFORE BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL
appoints Andrew Thomas Hollenbeck as Cleaner and groundskeeper for the City
of Mechanicville at a rate of \$15.00 per hour with a maximum of twenty-nine (29)
hours per week effective May 16, 2022.

INTRODUCED BY: _____

SECONDED BY: _____

MAYOR BUTLER _____

COMMISSIONER SEBER _____

COMMISSIONER JOHNSON _____

COMMISSIONER HIGGINS _____

COMMISSIONER HOSLEY _____

May 11, 2022

Resolution 49-2022

WHEREAS THE MECHANICVILLE CITY COUNCIL is ever cognizant of the importance of preventing workplace violence; and

WHEREAS THE CITY COUNCIL recognizes the importance of adopting a policy that clearly and concisely sets forth procedures to prevent workplace violence and outlines the procedures to follow if it does occur; and

NOW THEREFORE BE IT RESOLVED that the City Council hereby adopts a workplace violence policy.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Higgins _____

Commissioner Hosley _____

May 11, 2022

F. WORKPLACE VIOLENCE POLICY

1. POLICY STATEMENT

The City of Mechanicville is dedicated to the security, safety and overall well-being for all of our employees. Our Workplace Violence Policy is a direct reflection of the “Zero Tolerance” posture we have taken toward all forms of violence in our workplace. We assure that proper budgeting resources will be allocated to achieve our goal of creating and maintaining a safe and productive work environment. Our responsibility, as managers and human beings, is to invest, as best we can, in the safety and security of our workplace so we can provide our employees with the environment they need to be productive for our constituents.

Our program will ensure the following:

- Complete commitment from all levels of management to be implemented consistently, fairly and without any form of reprisal to those filing good faith complaints
- Complete confidentiality as may be permitted in accordance with existing laws and the need to conduct a thorough investigation of any complaint
- The program will be developed in consultation with employee participation through authorized employee representatives of recognized collective bargaining units
- Prompt investigation and conclusions on all reported incidents with any appropriate disciplinary actions taken, if warranted, consistent with existing collective bargaining agreements and applicable laws; Any investigation shall afford all individuals involved any rights to representation required under applicable collective bargaining agreements or applicable law
- Commitment to periodically re-evaluate program for improvements based upon input from those covered by the program

2. POLICY DEFINITIONS

WORKPLACE VIOLENCE - any physical assault, threatening behavior or verbal abuse occurring in the work setting or related to work activities. It includes but is not limited to beatings, stabbings, suicides, attempted suicides, shootings, rapes, threats, intimidation, harassment, and stalking.

WORKPLACE – any location where an employee performs any work related duty. This includes but is not limited to the building and parking lot, field locations, training locations, clients’ homes and traveling to and from work assignments. Workplace can also include any acts that constitute a violation of this Policy which occur electronically or on social media.

3. WEAPONS POLICY

The City of Mechanicville has zero tolerance regarding the possession (physical and/or constructive) by an employee of any dangerous/deadly weapon on City premises except as permitted by law, for example, police officers and court officials. This includes, but is not limited to, any firearm, knife, blunt instrument, brass knuckles, or any other object that can cause bodily injury, serious bodily injury or death unless such possession is authorized as part of employment (e.g. police officers and court officials).

It should be duly noted that any violation of this policy or refusal to submit to a lawful inspection for the presence of a weapon on company property could result in disciplinary action up to and including termination as more clearly set forth in the City of Mechanicville Work Rules, and/or union contracts.

4. GUIDELINES

- a. A copy of this policy shall be furnished to all employees by the City of Mechanicville upon the commencement of employment with the City of Mechanicville.
- b. A copy of the Workplace Violence Prevention Policy will be prominently displayed in the workplace of each department.
- c. Each employee will be required to receive annual Workplace Violence Prevention Training.

5. PROCEDURES

- a. All complaints shall be made to either:
 - i. The employee's supervisor; or
 - ii. The Commissioner responsible for employee's Department; or
 - iii. The Mayor
- b. All complaints must be reduced to writing on the form promulgated pursuant to this policy and attached hereto as "Exhibit A".
- c. Regardless of to whom a complaint is made, all complaints of workplace violence will be reported to the Mayor to ensure an immediate and effective investigation. In addition, once the investigation has been concluded, a final report shall be written detailing the results of the investigation.

Exhibit A

WORKPLACE VIOLENCE INCIDENT REPORT

Date: _____

Affected Party(s): _____

Supervisor: _____

Department/Phone: _____

Date of Incident: _____ Time of Incident: _____

Location of Incident (be specific): _____

Description of Incident: _____

Has this or a similar incident ever happened to you before? If so, please explain.

If you incurred any injury, physical or emotional, please describe in detail.

If you received treatment for injuries, either physical or emotional, please provide the name and address of the treatment provider. _____

List all witnesses of the incident including name and contact information:

If a weapon was involved, please specify type of weapon and how used:

Aggressor Information:

Name: _____ Department (if employee): _____

Relationship to aggressor, in any: _____

Contact Information for complainant not employed by City: _____

False statements made herein are punishable as a Class A Misdemeanor pursuant to section 210.45 of the Penal Law.

Signature

Date

RESOLUTION NO.: 50-2022

WHEREAS AT IT'S APRIL 14, 2021 CITY COUNCIL MEETING the Mechanicville City Council approved the appointment of April Kiley Turner to a position of Office Clerk not to exceed 18 hours per week;

NOW THEREFORE BE IT RESOLVED THAT the Mechanicville City Council amends Resolution No. 29-2021 to increase the maximum number of hours per week April Kiley Turner will be allowed to work not to exceed 29 hours per week. This change will take effect immediately.

INTRODUCED BY: _____

SECONDED BY: _____

MAYOR BUTLER _____

COMMISSIONER SEBER _____

COMMISSIONER JOHNSON _____

COMMISSIONER HIGGINS _____

COMMISSIONER HOSLEY _____

May 11, 2022

Resolution: 51-2022
CITY OF MECHANICVILLE
RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN
PROJECT-RELATED DOCUMENTS AND TO AUTHORIZE ADVERTISEMENT OF
BID FOR THE RAW WATER SOURCE AND TRANSMISSION IMPROVEMENTS
PROJECT

WHEREAS, the City of Mechanicville (“City”) is proposing relocation of the raw water main, dredging of the terminal reservoir, and spillway improvements at the Terminal Reservoir site (“Project”); and

WHEREAS, the Project requires that an individual be duly authorized by the City to sign all applicable documents related to the Project

WHEREAS the City has received a USDA Rural Development loan for \$971,000 for design services and construction of this project; and

NOW, THEREFORE, BE IT RESOLVED, the City of Mechanicville City Council hereby authorizes the City Mayor, as the Chief Elected Official, to be the signatory authority for documents related to this Project; and

BE IT FURTHER RESOLVED, the City Council approves the contract documents for Contract 1 General Construction – Raw Water Source and Transmission Improvements, and authorizes the advertisement of public bid.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

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

ROLL CALL:

Mayor Mike Butler	_____
Commissioner C. Mark Seber	_____
Commissioner Keith Johnson	_____
Commissioner Dave Higgins	_____
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 52-2022
CITY OF MECHANICVILLE
RESOLUTION AUTHORIZING AWARD OF BID
HILL STREET DRAINAGE IMPROVEMENTS PROJECT

WHEREAS, the City of Mechanicville (“City”) is proposing improvements to drainage infrastructure at the intersection of Hill Street and NYS Route 32 (North Main Street) site (“Project”);

WHEREAS, the City has received \$180,000 of NYSDOT Betterment Funding for the project; and

WHEREAS, Barton and Loguidice, DPC, as City Engineer, has completed the planning and design services to date; the City recently advertised for public bids for the project, with a bid opening date of May 4, 2022; and

NOW, THEREFORE, BE IT RESOLVED, the City Council approves an agreement with Prime Highway Contractors, LLC for \$134,200.00; 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 Keith Johnson	_____
Commissioner Dave Higgins	_____
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

**Barton
& Loguidice, D.P.**

Item No.	Description	Estimated Quantities	Unit	Prime Highway Contractors, LLC		Evolution Construction Services LLC		Gallo Construction Corp.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Hill Street Drainage Improvements	1	LS	\$122,000.00	\$122,000	\$124,839.00	\$124,839.00	\$131,496.00	\$131,496.00
2	Replace concrete Slab In Trench in NYSDOT ROW (If Required)	1	LS	\$7,200.00	\$7,200.00	\$4,665.00	\$4,665.00	\$1,265.00	\$1,265.00
3	Extra Work Allowance	1	LS	\$5,000.00	\$ 5,000.00	\$5,000.00	\$5,000	\$5,000.00	\$5,000.00
TOTAL BASE BID (ITEMS 1-3)				\$	134,200.00		\$134,504.00		\$137,761.00
BID ADDENDUM ACKNOWLEDGMENT					✓		✓		✓
BID BOND					✓		✓		✓
IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION					✓		✓		✓
PROHIBITION ON SEXUAL HARASSMENT CERTIFICATION					✓		✓		✓
NON-COLLUSIVE BIDDING CERTIFICATION					✓		✓		✓
STATEMENT OF SURETY'S INTENT					✓		✓		✓
MWBE UTILIZATION FORM					✓		✓		✓
SECTION 3 PLAN					✓		✓		✓

Barton
& **L**oguidice, D.P.

[illegible]

RESOLUTION NO.: 53-2022

WHEREAS DAVID SIMS HAD BEEN EMPLOYED BY THE Department of Public Works since December 31, 2021;

NOW THEREFORE BE IT RESOLVED THAT the Mechanicville City Council approves the termination of David Sims effective May 6, 2022.

INTRODUCED BY: _____

SECONDED BY: _____

MAYOR BUTLER _____

COMMISSIONER SEBER _____

COMMISSIONER JOHNSON _____

COMMISSIONER HIGGINS _____

COMMISSIONER HOSLEY _____

May 11, 2022

RESOLUTION#: 54-2022

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

WHEREAS, the money is budgeted for the position; NOW

THEREFORE BE IT RESOLVED, that Commissioner Higgins is authorized to hire Donald Horn Jr. as a full-time laborer at the rate of \$19.23 per hour at 40 hours per week with all such benefits as allowed to other Department of Public Works employees as set forth in the CSEA contract. Appointment will be effective June 2, 2022.

INTRODUCED BY: _____

SECONDED BY: _____

ROLL CALL:

Mayor Mike Butler _____

Commissioner Mark Seber _____

Commissioner Keith Johnson _____

Commissioner Dave Higgins _____

Commissioner Fred Hosley _____

Dated: May 11, 2022

RESOLUTION NO.: 55-2022

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>
A0-2655-000	SALES - OTHER	\$ 11,925

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>
A0-8510-410	COMM. BEAUTIFICATION - CONTRACTED	\$ 11,925

Introduced by: _____

Seconded by: _____

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

Dated: _____ May 11, 2022

RESOLUTION NO. 56-2022

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

PAYROLL	4/14/2022	\$	80,412.94
PAYROLL	4/28/2022	\$	95,476.06
		\$	175,889.00

With an expenditure breakdown by fund as follows:

GENERAL A0 FUND	\$	423,169.55
WATER FX FUND	\$	94,456.93
SEWER G0 FUND	\$	738,766.99
CAPITAL PROJECTS H0 FUND	\$	-
PAYROLL TA FUND	\$	175,889.00
TOTAL	\$	1,432,282.47

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. Higgins	_____
Comm. Hosley	_____

Dated: _____ May 11, 2022

City of Mechanicville
Treasurer's Report for the Month of April 2022

	Balance 4/1/2022	Receipts	Disbursements	Balance 4/30/2022
General Fund:				
Checking	4,286,392.29	439,710.01	1,208,034.27	3,518,068.03
Petty Cash	400.00	0.00	0.00	400.00
Total General Fund	<u>4,286,792.29</u>	<u>439,710.01</u>	<u>1,208,034.27</u>	<u>3,518,468.03</u>
City Clerk Account	<u>0.00</u>	<u>860.00</u>	<u>860.00</u>	<u>0.00</u>
Payroll	<u>237.40</u>	<u>176,892.93</u>	<u>178,038.17</u>	<u>-907.84</u>
Capital Fund	<u>1,469,575.29</u>		<u>0.00</u>	<u>1,469,575.29</u>
Escrow Account	<u>10,315.92</u>	<u>1.36</u>	<u>0.00</u>	<u>10,317.28</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	68,827.04	750.00	0.00	69,577.04
Total Community Development	<u>68,827.04</u>	<u>750.00</u>	<u>0.00</u>	<u>69,577.04</u>
Total Cash	<u>5,842,612.80</u>	<u>618,214.30</u>	<u>1,386,932.44</u>	<u>5,073,894.66</u>

City of Mechanicville

Treasurer's Report for the Month of April 2022

	General Fund	City Clerk	Payroll	Capital Fund	Escrow Account	Central Ave Drain
Balance 4/1/22						
Checking	4,286,392.29	0.00	237.40	1,469,575.29	10,315.92	0.00
Petty Cash	400.00					
Total	4,286,792.29	0.00	237.40	1,469,575.29	10,315.92	0.00
Add Cash Receipts:						
Taxes, Penalties & Interest	113,344.43					
School Taxes & Penalties	22,073.23					
Water & Sewer Revenues	17,398.06					
Sales Tax	218,901.00					
State Aid and Grants	0.00					
Interest			176,892.93		1.36	
Transfers						
Capital Projects						
BAN/Bond Proceeds						
Other	67,993.29	860.00				
Total Cash Receipts	439,710.01	860.00	176,892.93	0.00	1.36	0.00
Less Cash Disbursements:						
Payrolls	175,889.00		178,038.17			
Warrants	1,028,939.02	860.00				
Debt Service Payments	3,206.25					
Transfers	0.00					
Total Cash Disbursements	1,208,034.27	860.00	178,038.17	0.00	0.00	0.00
Book Balance 4/30/22	3,518,468.03	0.00	-907.84	1,469,575.29	10,317.28	0.00
Less: Deposits in Transit	6,304.59	50.00				
Add: O/S Checks	132,660.13	860.00	5,649.72			
Bank Balance 4/30/22	3,644,823.57	810.00	4,741.88	1,469,575.29	10,317.28	0.00