

**AGENDA
REGULAR MEETING OF THE
MECHANICVILLE CITY COUNCIL
SENIOR CITIZEN'S CENTER
178 NORTH MAIN STREET
MECHANICVILLE, NY
November 10, 2021**

1. OPEN MEETING: _____ P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

MAYOR BAKER
COMMISSIONER SEBER
COMMISSIONER JOHNSON
COMMISSIONER GOTTI
COMMISSIONER MCGUIRE

4. ACCEPTANCE OF THE MINUTES OF THE PREVIOUS MEETING ON October 13, 2021

MOVED BY:

SECONDED BY:

AYES:

NAYS:

5. PUBLIC HEARING (LOCAL LAW)

6. COMMISSIONER REPORTS:

MAYOR'S REPORT & CORRESPONDENCE
COMMISSIONER SEBER
COMMISSIONER JOHNSON
COMMISSIONER GOTTI
COMMISSIONER MCGUIRE

CHIEF RABBITT
MFD CHIEF DUNN
SUPERVISOR RICHARDSON

7. Public Comment:

8. RESOLUTIONS:

RESOLUTION 82-2021 Elder Care Agreement

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 83-2021 Cannabis

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 84-2021 Dan Nelson Resignation

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 85-2021 Ryan Buell Part Time Police Officer

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 86-2021 New Body Cameras

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 87-2021 Phone System Purchase

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 88-2021 Parking Lot Community Center Award Bid

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 89-2021 Agreement with the Mechanicville Area Community Services Center

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 90-2021 Supervisor of Streets and Sewer

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 91-2021 Budget Amendment

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 92-2021 Budget Transfer

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 93-2021 Payroll and Vouchers

Moved by: _____

Seconded by: _____

9. NEW BUSINESS:

10. OLD BUSINESS:

11. CLOSE MEETING: Time _____

Moved by: _____

Seconded by: _____

Roll Call AYES _____

NAYS: _____

12. EXECUTIVE SESSION: Time _____

Moved by: _____

Seconded by: _____

Roll Call AYES _____

NAYS: _____

13. ADJOURNMENT: Time _____

Moved by: _____

Seconded by: _____

Roll Call AYES _____

NAYS: _____

RESOLUTION NO.: 82-2021

WHEREAS, the City of Mechanicville would like to enter into an agreement with The Stillwater Area Community Services Center located in the Village of Stillwater, New York.

WHEREAS, the Stillwater Area Community Services Center has established an Elder Care Transportation Program available to the Senior Residents of Mechanicville.

WHEREAS, the city agrees to pay the Stillwater Area Community Services Center and annual sum of (\$7,000.00) per year as consideration for the opportunity of its Senior Citizens to have transportation for medical related appointments out of the Mechanicville area.

NOW THEREFORE BE IT RESOLVED, that the City of Mechanicville authorizes the Mayor to enter into said agreement commencing January 1, 2021 and ending December 31, 2021.

INTRODUCED BY: _____

SECONDED BY: _____

MAYOR BAKER _____

COMMISSIONER SEBER _____

COMMISSIONER JOHNSON _____

COMMISSIONER GOTTI _____

COMMISSIONER MCGUIRE _____

November 10, 2021

AGREEMENT BETWEEN
THE CITY OF MECHANICVILLE
AND
THE STILLWATER AREA COMMUNITY SERVICES CENTER

THIS AGREEMENT, MADE THE _____ DAY OF _____, 2021, between the City of Mechanicville, a Municipal Corporation in the City of Mechanicville, County of Saratoga and State of New York, hereinafter called the "City", party of the first part and the Stillwater Area Community Services Center, a not-for-profit corporation located in the Village of Stillwater, County of Saratoga and State of New York, hereinafter referred to as the "Agency", party of the second part,

WITNESSETH, that the parties hereto, in consideration of the mutual covenants and promises hereinafter set forth mutually agree as follows:

1. The Agency has established an Elder Care Transportation Service available to Stillwater and Mechanicville Senior residents.
2. The City hereto desires to continue to make available to its senior residents this transportation service.
3. The City hereby agrees to pay to the Agency as consideration for the opportunity of its Senior Citizens, to have transportation available to them for medical related appointments, for an annual sum of \$7,000.00; for a one (1) year term commencing January 1, 2021 and ending December 31, 2021.
4. The Agency agrees to provide transportation for Mechanicville Senior residents for medical related appointments.
5. It is mutually agreed that the Agreement is not transferrable or assignable and the terms hereof may not be varied except by written amendment duly executed by both parties;

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written.

City of Mechanicville
By: Dennis Baker, Mayor

Stillwater Community Center
By: Jen Mancucci, Interim President

Stillwater Community Center
By: Justin McFarland, Executive Director

STATE OF NEW YORK

Ss:

COUNTY OF SARATOGA

On this _____ day of _____, in the year 2020, before me, the undersigned personally appeared Dennis Baker, 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 this instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary

STATE OF NEW YORK

Ss:

COUNTY OF SARATOGA

On this _____ day of _____, in the year 2020, before me, the undersigned personally appeared Jen Mancucci, 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 his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary

STATE OF NEW YORK

Ss:

COUNTY OF SARATOGA

On this _____ day of _____, in the year 2020, before me, the undersigned personally appeared Justin Macfarlane, 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 his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary

Resolution No.: 83-2021

Resolution that the City Council hereby adopts a Local Law, subject to permissive referendum, to prohibit on-site cannabis consumption establishments in the City of Mechanicville.

INTRODUCED BY: _____

SECONDED BY: _____

MAYOR BAKER _____

COMMISSIONER SEBER _____

COMMISSIONER JOHNSON _____

COMMISSIONER GOTTI _____

COMMISSIONER MCGUIRE _____

November 10, 2021

Local Law No. 1-2021 of the year 2021

City of Mechanicville, County of Saratoga

A local law adopted pursuant to Cannabis Law § 131 opting out of on-site cannabis consumption establishments within the City of Mechanicville.

Section 1. Legislative Intent

It is the intent of this local law to opt the City of Mechanicville out of hosting on-site cannabis consumption establishments within its boundaries.

Section 2. Authority

This local law is adopted pursuant to Cannabis Law § 131, which expressly authorizes cities and villages to opt-out of allowing on-site cannabis consumption establishments to locate and operate within their boundaries.

Section 3. Local On-Site Consumption Opt-Out

The City Council of the City of Mechanicville, County of Saratoga, hereby opts-out of allowing on-site cannabis consumption establishments from locating and operating within the boundaries of the City of Mechanicville.

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, 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. Pursuant to Cannabis Law § 131, this local law is subject to a permissive referendum and thus may not be filed with the Secretary of State until the applicable time period has elapsed to file a petition or a referendum has been conducted approving this local law.

CITY OF MECHANICVILLE

Records

RESOLUTION: 84-2021

WHEREAS, Police Officer Daniel Nelson submitted a letter of resignation to the Chief of Police; and

WHEREAS, Officer Nelson's resignation will take place on November 4, 2021; and

WHEREAS, Officer Nelson 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 Nelson and thanks him for his service to the residents of Mechanicville.

INTRODUCED BY: _____

SECONDED BY: _____

MAYOR BAKER _____

COMMISSIONER SEBER _____

COMMISSIONER JOHNSON _____

COMMISSIONER GOTTI _____

COMMISSIONER MCGUIRE _____

November 10, 2021

CITY OF MECHANICVILLE

Records

RESOLUTION: 85-2021

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

WHEREAS, Ryan Buell is a certified police officer and has experience in this field and is willing to start immediately; NOW

THEREFORE BE IT RESOLVED, that the Mayor is authorized to hire Ryan Buell as a part-time police officer, at \$20.60 an hour, effective November 11, 2021.

INTRODUCED BY: _____

SECONDED BY: _____

MAYOR BAKER _____

COMMISSIONER SEBER _____

COMMISSIONER JOHNSON _____

COMMISSIONER GOTTI _____

COMMISSIONER MCGUIRE _____

November 10, 2021

CITY OF MECHANICVILLE

Records

RESOLUTION: 86-2021

WHEREAS, The Mechanicville Police Department needs new body cameras;
and

WHEREAS, new body cameras are available for purchase from Axon Enterprise, Inc.; NOW

THEREFORE BE IT RESOLVED that the Mechanicville City Council authorizes the purchase of 8 new body cameras and necessary equipment and computer software totaling \$55,570.89.

INTRODUCED BY: _____

SECONDED BY: _____

MAYOR BAKER _____

COMMISSIONER SEBER _____

COMMISSIONER JOHNSON _____

COMMISSIONER GOTTI _____

COMMISSIONER MCGUIRE _____

November 10, 2021



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-334633-44476.740RF

Issued: 10/07/2021

Quote Expiration: 09/30/2021

EST Contract Start Date: 10/15/2021

Account Number: 309708

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO		BILL TO		SALES REPRESENTATIVE		PRIMARY CONTACT	
Business;Delivery;Invoice;Other-36 N Main St 36 N Main St Mechanicville, NY 12118-1988 USA		Mechanicville Police Dept. - NY 36 N Main St Mechanicville, NY 12118-1988 USA Email:		Rachael Foster Email: rfoster@axon.com Phone: Fax:		Phone: (518) 664-7383 Email: lt.rabbitt@mechanicvilley.ny.gov Fax: (518) 664-7867	

Program Length	60 Months
TOTAL COST	\$55,570.89
ESTIMATED TOTAL W/ TAX	\$55,570.89

Bundle Savings	\$6,624.65
Additional Savings	\$0.00
TOTAL SAVINGS	\$6,624.65

PAYMENT PLAN

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Sep, 2021	\$28,010.90
Year 1	Sep, 2021	\$7,014.00
Year 2	Sep, 2022	\$7,014.00
Year 3	Sep, 2023	\$7,014.00
Year 4	Sep, 2024	\$7,014.00
Year 5	Sep, 2025	\$7,014.00

BILLED ON FULFILLMENT

PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$2,750.00

RECURRING BILLING

Item	Description	QTY	Frequency	Amount Due
73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	2		\$4,540.30
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	6		\$139.70
73840	EVIDENCE.COM BASIC LICENSE	18		\$15,779.22
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18		\$420.78
85144	AXON STARTER	1		\$2,750.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	400		\$9,600.00
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1		\$421.21
73689	MULTI-BAY BWC DOCK 1ST REFRESH	1		\$659.04
73688	MULTI-BAY BWC DOCK 2ND REFRESH	1		\$689.74
80464	EXT WARRANTY, CAMERA (TAP)	8		\$3,630.62
73309	AXON CAMERA REFRESH ONE	8		\$4,793.58
73310	AXON CAMERA REFRESH TWO	8		\$5,015.80

RECURRING BILLING

Item	Description	QTY	Frequency	Amount Due
73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	2		\$4,540.30
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	6		\$139.70
73840	EVIDENCE.COM BASIC LICENSE	18		\$15,779.22
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18		\$420.78
85144	AXON STARTER	1		\$2,750.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	400		\$9,600.00
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1		\$421.21
73689	MULTI-BAY BWC DOCK 1ST REFRESH	1		\$659.04
73688	MULTI-BAY BWC DOCK 2ND REFRESH	1		\$689.74
80464	EXT WARRANTY, CAMERA (TAP)	8		\$3,630.62
73309	AXON CAMERA REFRESH ONE	8		\$4,793.58
73310	AXON CAMERA REFRESH TWO	8		\$5,015.80

Quote Details

Bundle Summary			
Item	Description	QTY	QTY
AB3C	AB3 Camera Bundle	8	8
AB3MBD	AB3 Multi Bay Dock Bundle	1	1
ProLicense	Pro License Bundle	2	2
BasicLicense	Basic License Bundle	18	18
DynamicBundle	Dynamic Bundle	1	1
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	1
BWCamTAP	Body Worn Camera TAP Bundle	8	8

Bundle: AB3 Camera Bundle Quantity: 8 Start: 10/15/2021 End: 10/14/2026 Total: 5592 USD							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10	8	\$699.00	0.00%	\$699.00	\$5,592.00
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	9	\$0.00	0.00%	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	9	\$0.00	0.00%	\$0.00	\$0.00

Bundle: AB3 Multi Bay Dock Bundle Quantity: 1 Start: 10/15/2021 End: 10/14/2026 Total: 1538.9 USD							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	1	\$1,495.00	0.00%	\$1,495.00	\$1,495.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$0.00	0.00%	\$0.00	\$0.00
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	0.00%	\$43.90	\$43.90

Bundle: Pro License Bundle Quantity: 2 Start: 10/15/2021 End: 10/14/2026 Total: 4680 USD							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	2	\$2,270.15	2.99%	\$2,270.15	\$4,540.30

A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	6	\$23.28	2.99%	\$23.28	\$139.70
Bundle: Basic License Bundle Quantity: 18 Start: 10/15/2021 End: 10/14/2026 Total: 16200 USD							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	18	\$876.62	2.60%	\$876.62	\$15,779.22
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	\$23.38	2.60%	\$23.38	\$420.78
Bundle: Dynamic Bundle Quantity: 1 Start: 10/15/2021 End: 10/14/2026 Total: 12350 USD							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Other	85144	AXON STARTER	1	\$2,750.00	0.00%	\$2,750.00	\$2,750.00
Other	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	400	\$24.00	0.00%	\$24.00	\$9,600.00
Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 1 Start: 10/15/2021 End: 10/14/2026 Total: 1769.99 USD							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	\$421.21	59.07%	\$421.21	\$421.21
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	\$659.04	59.07%	\$659.04	\$659.04
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	\$689.74	59.07%	\$689.74	\$689.74
Bundle: Body Worn Camera TAP Bundle Quantity: 8 Start: 10/15/2021 End: 10/14/2026 Total: 13440 USD							
Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	8	\$453.83	20.64%	\$453.83	\$3,630.62
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	8	\$599.20	20.64%	\$599.20	\$4,793.58
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	8	\$626.98	20.64%	\$626.98	\$5,015.80

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/7/2021

RESOLUTION NO.: 87-2021

WHEREAS THE CITY HALL PHONE SYSTEM is not functioning as it was designed to do and is beyond repair; and

WHEREAS IT IS CRITICAL THAT THE City Hall phone system function properly; and

WHEREAS THE CITY OF MECHANICVILLE received (4) four quotes for the replacement of the existing phone system; and

WHEREAS THE LOWEST QUOTE IS FROM Vaspian, LLC 266 Oak St. Buffalo NY at a cost of \$ 9,675.00.

NOW THEREFORE BE IT RESOLVED that the Mechanicville City Council awards the phone system purchase to Vaspian, LLC for a price of \$9,675.00 and authorizes the Mayor the sign any documents necessary to complete the purchase.

MAYOR BAKER _____

COMMISSIONER SEBER _____

COMMISSIONER JOHNSON _____

COMMISSIONER GOTTI _____

COMMISSIONER MCGUIRE _____

November 10, 2021



City of Mechanicville				
36 N. Main St	Mechanicville	NY	12118	

October 19, 2021

Pricing based on # month term agreement

Description	Qty	Current	Vaspian	
			Per Item	Monthly
Phone Service				
Phones & Users	19	\$852.00	\$17.50	\$332.50
Voice Mail only	3	\$0.00	5.00	\$15.00
True Fax	5	\$0.00	\$20.00	\$100.00
Call Recording	3	\$0.00	\$10.000	\$30.00
Managed Services (per site)	1	\$0.00	\$25.00	\$25.00
Dynamic Caller ID	0	\$0.00	\$2.00	\$0.00
Phone System				
Maintenance	0	\$0.00	Included	Included
Additional Phone Costs				
Phone Service:		\$852		\$503

Description	Qty	Vaspian	
		Per Item	Total
Phones & Equipment			
Mitel 6930 Gig (72 Button Digital Display)	19	\$225.00	\$4,275.00
Mitel 6900 Wall Mount	1	\$30.00	\$30.00
Cisco 2801 Router w/Ethernet cards	1	\$250.00	\$250.00
TrueFax Analog Telephone Adapter	5	\$200.00	\$1,000.00
CBS250-8P-E-2G-NA	4	\$280.00	\$1,120.00
Installation Set up & Training	1	\$3,000.00	\$3,000.00
Equipment Purchase Price			\$9,676.00

Prepared By:

Gene Rossano

716-961-9522

Grossano@vaspian.com

Resolution 88-2021
CITY OF MECHANICVILLE
RESOLUTION AUTHORIZING AWARD OF BID
PARKING LOT & COMMUNITY CENTER PROJECT

WHEREAS, the City of Mechanicville (“City”) is proposing improvements at the Main Street City owned sidewalk site and the Community Center site (“Project”); and

WHEREAS, the City has received a DASNY SAM grant for \$200,000, 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 portions of the projects, with a bid opening date of November 4, 2021; and

NOW, THEREFORE, BE IT RESOLVED, the City Council approves an agreement with New Castle Paving for \$194,660.00; 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 Dennis Baker _____

Commissioner Mark Seber _____

Commissioner Keith Johnson _____

Commissioner Anthony Gotti _____

Commissioner Barbara McGuire _____

The foregoing resolution was thereupon declared duly adopted.

Dated: November 10, 2021

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

November 8, 2021

Honorable Dennis M. Baker, Mayor
City of Mechanicville
City Hall
36 North Main Street
Mechanicville, NY 12118

Re: City of Mechanicville
Contract No. 1 – General Construction
North Main Street Municipal Parking Lot and Community Center Project
Recommendation of Award

File: 991.053.001

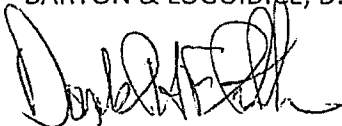
Dear Mayor Baker,

Barton & Loguidice, D.P.C. (B&L) has reviewed the bids submitted for the referenced project and the certified bid tabulation is attached for your review. Six (6) bids were submitted for Contract No. 1 – General Construction. Based on our review of the bids submitted and qualifications of the low bidder, B&L recommends the award for Contract No. 1 to New Castle Paving, LLC. in the amount of \$194,660 (base bid with Add Alternatives 1,2 ,3, 4 and 5). The contractor will have to furnish required bonds, insurance and related contractual items to enable contract execution.

Please call should you have any questions.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

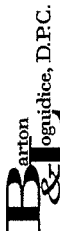


Donald H. Fletcher, P.E.
Senior Vice President
DHF/jk

Encl. Bid Tabulation

CITY OF MECHANICVILLE
 NORTH MAIN STREET MUNICIPAL PARKING LOT AND COMMUNITY CENTER PROJECT
 991.053.001

BID OPENING - 10:00 AM, November 4, 2021
 BID TABULATION - CONTRACT 1



Item No.	Description	Estimated Quantities	Unit	William J. Keller and Sons Construction		New Castle Paving		Gallo Construction Corporation		DeiSignore Blacktop Paving Inc.		HMA Contracting Corporation		Evolution Construction Services	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Base Bid: Parking Lot Construction	1	LS	\$70,000.00	\$70,000.00	\$78,150.00	\$78,150.00	\$51,057.00	\$51,057.00	\$95,639.00	\$95,639.00	\$52,215.00	\$52,215.00	\$57,915.00	\$57,915.00
Alternate Bid Items															
1	Alt 1: Fire Station Driveway Apron	100	CY	\$500.00	\$50,000.00	\$20.50	\$2,050.00	\$40,239.00	\$40,239.00	\$529.04	\$52,904.00	\$900.00	\$90,000.00	\$640.00	\$64,000.00
2	Alt 2: Sidewalk/Curb Replacement at Parking Lot	230	LF	\$172.00	\$39,560.00	\$147.00	\$33,810.00	\$196.59	\$45,215.70	\$232.00	\$53,360.00	\$193.00	\$44,390.00	\$264.00	\$60,720.00
3	Alt 3: Street Trees - Parking Lot	4	EA	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$722.75	\$2,911.00	\$793.00	\$3,172.00	\$700.00	\$2,800.00	\$735.00	\$2,940.00
4	Alt 4: Parking Signs - Parking Lot	6	EA	\$168.00	\$1,008.00	\$500.00	\$3,000.00	\$234.83	\$1,408.98	\$800.00	\$4,800.00	\$700.00	\$4,200.00	\$182.00	\$1,092.00
5	Alt 5: Community Center Ramps	1	LS	\$46,000.00	\$46,000.00	\$35,450.00	\$35,450.00	\$71,588.00	\$71,588.00	\$82,761.00	\$82,761.00	\$46,476.00	\$46,476.00	\$65,588.00	\$65,588.00
6	Allowance	1	AL	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				\$218,568.00	\$218,568.00	\$194,660.00	\$194,660.00	\$222,405.68	\$222,405.68	\$302,636.00	\$302,636.00	\$254,391.00	\$254,391.00	\$262,255.00	\$262,255.00

TOTAL BID-BASE BID PLUS ALTERNATIVE BID ITEMS 1-5 AND ALLOWANCE
 BID ADDENDUM ACKNOWLEDGMENT
 IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION
 NO. 03112021-03-0002-0004-01-001-01-001
 STATEMENT OF SURETY'S INTENT
 EEO Form
 Insurance Certificate

[Signature]

BY: **Donald F. Reiser, PE**
 Senior Vice President

DATE: 5-Nov-21

Corrected Bid, Mathematical Error
 WE CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE CANVASS OF BIDS.
 BARTON & LOGUIDICE, D.P.C.

RESOLUTION NO.: 89-2021

**AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE MECHANICVILLE AREA COMMUNITY SERVICES CENTER**

WHEREAS, the Mechanicville Area Community Services Center(MACSC) contracts with Saratoga County to provide community planning, services or training projects under community services programs for the elderly; and

WHEREAS, the City of Mechanicville is ever cognizant of the importance of providing programs for our Seniors and recognizes the vital role our Seniors play in our community; and

WHEREAS, both the City of Mechanicville and the MACSC recognize the importance of the establishment and expansion of programs and services which will assist and utilize the individual senior in areas of their needs; and

WHEREAS, both the City of Mechanicville and the MACSC recognize the importance of assisting the Mechanicville Area Senior Citizens Organization, Inc. in developing and maintaining programming for the Seniors;

NOW THEREFORE BE IT RESOLVED THAT:

1. The City Council of the City of Mechanicville does hereby authorize the Mayor to execute any documents necessary to enter into an Agreement with the Mechanicville Area Community Services Center to provide community planning, services and/or programming for Community Services Programs for Seniors.

INTRODUCED BY: _____

SECONDED BY: _____

MAYOR BAKER: _____

COMMISSIONER SEBER: _____

COMMISSIONER JOHNSON: _____

COMMISSIONER GOTTI: _____

COMMISSIONER MCGUIRE: _____

November 10, 2021

AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2021, by and between the City of Mechanicville, a municipal corporation with offices located at 36 North Main Street, Mechanicville, New York 12118, hereinafter referred to as the “CITY” and the MECHANICVILLE AREA COMMUNITY SERVICES CENTER, P.O. Box 30, 6 South Main Street, Mechanicville, New York, 12118, hereinafter referred to as the “CENTER”;

WHEREAS, it is recognized that there is a need for providing programs for the Senior Citizens of the City of Mechanicville; and

WHEREAS, the CENTER contracts with Saratoga County to provide community planning, services or training projects under community services programs for the elderly; and

WHEREAS, the CITY is ever cognizant of the importance of providing programs for our Seniors and recognizes the vital role our Seniors play in our community; and

WHEREAS, both the CITY and the CENTER recognize the importance of the establishment and expansion of programs and services which will assist and utilize the individual senior in areas of their needs; and

WHEREAS, both the CITY and the CENTER recognize the importance of assisting the Mechanicville Area Senior Citizens Organization, Inc. in developing and maintaining programing for the Seniors;

NOW THEREFORE, the parties agree as follows:

1. The CENTER agrees to provide alleviation from isolation and loneliness through social, cultural, educational and recreational activities; companionship; opportunities to discover new interests; a chance to use old skills; and make a contribution to the welfare of the community.
2. The CENTER agrees to provide leadership to coordinate the programs in accordance with the Contract entered into between the CENTER and Saratoga County dated April 27, 2021.
3. The CENTER shall, at all times and at its expense, carry insurance coverage in an amount not less than \$1,000,000 covering the CITY from any and all claims. The CITY shall add or cause to be added to its insurance policies (of such coverage) the CITY as a named insured or assured. The CENTER shall deposit with the CITY a certificate of insurance in such amounts and reflecting such coverage for the period of this agreement.

4. The CENTER agrees to indemnify, defend and hold harmless the CITY from any claim out of its acts or omissions and from any and all losses whatsoever, whether for personal injuries or property damage, including but not limited to the costs of litigation, attorneys fees, filing fees and expenses of each and every nature.

5. The CENTER shall have an employee assigned to Senior Building to assist in the daily operations and programing at the CITY owned building consistent with the contract between the CENTER and the County of Saratoga dated April 27, 2021.

6. The CITY reserves the right to utilize the Senior building for CITY purposes. Further, the CITY reserves the right to close the building and prohibit use of the facilities should the Mayor determine that same is necessary to protect the safety and well-being of our residents.

7. The term of this agreement shall extend January 1, 2022 until December 31, 2024.

8. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of the Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of New York

CITY OF MECHANICVILLE

By: Dennis Baker
Mayor

MECHANICVILLE AREA COMMUNITY SERVICES CENTER

By: Megan Quillinan
Executive Director

STATE OF NEW YORK)
CITY OF MECHANICVILLE) ss.:
COUNTY OF SARATOGA)

On the _____ day of _____ 2021, before me the undersigned, personally appeared, DENNIS BAKER, personally known to me or provide to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge 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)
CITY OF MECHANICVILLE) ss.:
COUNTY OF SARATOGA)

On the _____ day of _____ 2021, before me the undersigned, personally appeared, MEGAN QUILLINAN, personally known to me or provided 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

RESOLUTION NO.: 90-2021

WHEREAS there is a need for Supervisor of Streets and Sewer in the City Department of Public Works; and

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

WHEREAS Martin Garland has been working for the Department of Public Works since January of 2010 and has all of the qualifications needed to fill this position;

NOW THEREFORE BE IT RESOLVED THAT Martin Garland is hereby appointed to the position of Supervisor of Streets and Sewer at an hourly rate of \$25.77 working 40 hours per week per the CSEA contract. His appointment will be effective January 1, 2022.

INTRODUCED BY: _____

SECONDED BY: _____

MAYOR BAKER _____

COMMISSIONER SEBER _____

COMMISSIONER JOHNSON _____

COMMISSIONER GOTTI _____

COMMISSIONER MCGUIRE _____

NOVEMBER 10, 2021

RESOLUTION NO. 91-21

WHEREAS, the Mechanicville City Council adopted their 2021 Annual Budget on December 09, 2020; 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 2021 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 GOVN'T	\$ 7,934
A0-2770-000	MISCELLANEOUS	\$ 108,030
A0-2705-000	GIFTS & DONATIONS	\$ 1,540

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>
A0-7110-407	PARKS - REPAIRS & MAINTENANCE	\$ 7,934
A0-5010-407	HIGHWAYS - REPAIRS & MAINTENANCE	\$ 108,030
A0-7110-402	PARKS - MATERIALS & SUPPLIES	\$ 1,540

Introduced by: _____

Seconded by: _____

Roll Call: Mayor Baker _____
Comm. Seber _____
Comm. Johnson _____
Comm. Gotti _____
Comm. McGuire _____

Dated: _____ November 10, 2021

RESOLUTION No. 92-2020

WHEREAS, the Mechanicville City Council adopted their 2021 Annual Budget on December 9, 2020; 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 2021 budget we wish to approve the following budget amendments:

AMOUNT	FROM BUDGET CODE	TO BUDGET CODE	FROM	TO
18,000.00	A0-3120-100	A0-3120-407	Police - Personal Services	Police - Repairs & Maintenance
17,000.00	A0-3120-102	A0-3120-125	Police - Partime employee	Police - OIC
2,000.00	A0-3120-102	A0-3120-401	Police - Partime employee	Police - Office Supplies
To cover overages in Police Department				

Introduced by: _____

Seconded by: _____

Roll Call: Mayor Baker _____
 Comm. Seber _____
 Comm. Johnson _____
 Comm. Gotti _____
 Comm. McGuire _____

Dated: November 10, 2021

RESOLUTION NO. 93-2021

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

ABSTRACT	10/14/2021	\$	76,555.18
PAYROLL #	10/28/2021	\$	86,981.35
		\$	163,536.53

With an expenditure breakdown by fund as follows:

GENERAL A0 FUND	\$	211,220.57
WATER FX FUND	\$	32,839.82
SEWER G0 FUND	\$	5,577.22
CAPITAL PROJECTS H0 FUND	\$	-
PAYROLL TA FUND	\$	163,536.53
TOTAL	\$	413,174.14

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: _____ November 10, 2021