

**AGENDA
REGULAR MEETING OF THE
MECHANICVILLE CITY COUNCIL
SENIOR CITIZEN'S CENTER
178 NORTH MAIN STREET
MECHANICVILLE, NY
NOVEMBER 9, 2022**

1. OPEN MEETING: _____ P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL:

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

ACCEPTANCE OF THE MINUTES OF THE PREVIOUS MEETING ON October 12, 2022

MOVED BY:

SECONDED BY:

AYES:

NAYS:

4. COMMISSIONER REPORTS:

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

**CHIEF RABBITT
MFD CHIEF DUNN
SUPERVISOR RICHARDSON**

5. Public Comment

6. RESOLUTIONS:

RESOLUTION 115-2022 Memorandum of Agreement (PBA)

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 116-2022 Police Chief Contract

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 117-2022 Supplemental Bond Resolution

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 118-2022 Dam Improvements Contract 1 Award

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 119-2022 Hill Street Drainage Improvements

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 120-2022 NYSEFC Funded Water System Improvement Project

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 121-2022 Resignation

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 122-2022 Full Time Code Enforcement Officer

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 123-2022 Fire Inspector

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 124-2022 Payroll and Vouchers

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

7. NEW BUSINESS:

8. OLD BUSINESS:

9. CLOSE MEETING: Time _____

Moved by: _____ Seconded by: _____

Roll Call AYES _____ NAYS: _____

10. EXECUTIVE SESSION: Time _____

Moved by: _____ Seconded by: _____

Roll Call AYES _____ NAYS: _____

11. ADJOURNMENT: Time _____

Moved by: _____ Seconded by: _____

Roll Call AYES _____ NAYS: _____

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

| | Balance 10/1/2022 | Receipts | Disbursements | Balance 10/31/2022 |
|-------------------------------------|----------------------------|--------------------------|--------------------------|----------------------------|
| General Fund: | | | | |
| Checking | 2,975,692.31 | 495,760.77 | 595,913.00 | 2,875,540.08 |
| Petty Cash | 400.00 | 0.00 | 0.00 | 400.00 |
| Total General Fund | <u>2,976,092.31</u> | <u>495,760.77</u> | <u>595,913.00</u> | <u>2,875,940.08</u> |
| City Clerk Account | <u>0.00</u> | <u>669.45</u> | <u>669.45</u> | <u>0.00</u> |
| Payroll | <u>1,452.28</u> | <u>174,769.68</u> | <u>177,718.66</u> | <u>-1,496.70</u> |
| Capital Fund | <u>808,203.13</u> | <u>222,855.49</u> | <u>6,614.25</u> | <u>1,024,444.37</u> |
| Escrow Account | <u>10,347.66</u> | <u>14.76</u> | | <u>10,362.42</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 | 72,827.06 | 666.67 | 0.00 | 73,493.73 |
| Total Community Development | <u>72,827.06</u> | <u>666.67</u> | <u>0.00</u> | <u>73,493.73</u> |
| Total Cash | <u>3,875,787.30</u> | <u>894,736.82</u> | <u>780,915.36</u> | <u>3,989,608.76</u> |

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

| | <u>General Fund</u> | <u>City Clerk</u> | <u>Payroll</u> | <u>Capital Fund</u> | <u>Escrow Account</u> | <u>Central Av</u> |
|---------------------------------|---------------------|-------------------|-------------------|---------------------|-----------------------|-------------------|
| Balance 9/1/22 | | | | | | |
| Checking | 2,975,692.31 | 0.00 | 1,452.28 | 808,203.13 | 10,347.66 | |
| Petty Cash | 400.00 | | | | | |
| Total | <u>2,976,092.31</u> | <u>0.00</u> | <u>1,452.28</u> | <u>808,203.13</u> | <u>10,347.66</u> | |
| Add Cash Receipts: | | | | | | |
| Taxes, Penalties & Interest | 532.47 | | | | | |
| School Taxes & Penalties | 2,047.92 | | | | | |
| Water & Sewer Revenues | 238,704.74 | | | | | |
| Sales Tax | 218,362.00 | | | | | |
| State Aid and Grants | 6,046.00 | | | | | |
| Interest | | | | | | |
| Transfers | | | 174,769.68 | | 14.76 | |
| Capital Projects | | | | | | |
| BAN/Bond Proceeds | | | | | | |
| Other | 30,067.64 | 669.45 | | 222,855.49 | | |
| Total Cash Receipts | <u>495,760.77</u> | <u>669.45</u> | <u>174,769.68</u> | <u>222,855.49</u> | <u>14.76</u> | |
| Less Cash Disbursements: | | | | | | |
| Payrolls | 174,769.68 | | 177,718.66 | | | |
| Checks | 369,437.07 | 669.45 | | 6,614.25 | | |
| Debt Service Payments | 51,706.25 | | | | | |
| Transfers | | | | | | |
| Total Cash Disbursements | <u>595,913.00</u> | <u>669.45</u> | <u>177,718.66</u> | <u>6,614.25</u> | <u>0.00</u> | |
| Book Balance 9/30/22 | <u>2,875,940.08</u> | <u>0.00</u> | <u>-1,496.70</u> | <u>1,024,444.37</u> | <u>10,362.42</u> | |
| Less: Deposits in Transit | 30,503.01 | 0.00 | | | | |
| Add: O/S Checks | <u>224,717.10</u> | <u>669.45</u> | <u>8,658.62</u> | <u>159.25</u> | | |
| Bank Balance 9/30/22 | <u>3,070,154.17</u> | <u>669.45</u> | <u>7,161.92</u> | <u>1,024,603.62</u> | <u>10,362.42</u> | |

RESOLUTION NO.: 115-2022

WHEREAS THE CITY OF MECHANICVILLE AND THE MECHANICVILLE POLICE BENEVOLENT ASSOCIATION, DISTRICT COUNCIL 82 AFSCME, AFL-CIO entered into a Memorandum of Agreement amending the Collective Bargaining Agreement between the Police Union and the City;

NOW THEREFORE BE IT RESOLVED THAT the Mechanicville City Council approves the attached Memorandum of Agreement and authorizes the Mayor and Commissioner of Accounts to execute the Memorandum of Agreement.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

November 9, 2022

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE POLICE DEPARTMENT, CITY OF MECHANICVILLE
AND
THE MECHANICVILLE POLICE BENEVOLENT ASSOCIATION,
DISTRICT COUNCIL 82, AFSCME, AFL-CIO**

This Memorandum of Agreement by and between the City of Mechanicville (“City”) and the Mechanicville Police Benevolent Association, District Council 82, AFSCME, AFL-CIO (“Association” or “PBA”) sets forth the full agreement of the parties to a successor agreement relating to the January 1, 2020 to December 31, 2022 collective bargaining agreement for the period January 1, 2022 to December 31, 2027. The terms and conditions of the 2020-2022 collective bargaining agreement shall remain in full force and effect unless otherwise specifically modified, changed, or altered by the Memorandum of Agreement. This Memorandum of Agreement is subject to ratification by members of the Association and approval by the City Council of the City of Mechanicville.

1. **Article XX.7 (Duration)** - Amend to provide for new contract dates of January 1, 2023 through December 31, 2027.

2. **Article XI (Wages)** – Amend as follows:
 - Section 1 - The salary scales in Appendix “A” shall be adjusted as follows:
 - effective January 1, 2023, the Patrolman base at each level shall be adjusted by the sum of \$2,500 and the Sergeant base for “A” line shall be adjusted by the sum of \$4,000 and all Sergeants shall be paid under the “A” line (deleting the “B” and “C” lines);
 - after making the above adjustments, increase the base line salaries by 4%;
 - effective January 1st in each of the 2024 through 2027 years, increase the base lines by 3%.
 - The new schedules are attached.
 - Effective January 1, 2023, delete section 4 for OIC compensation.
 - For part-time officers, incorporate the recent MOA to reflect compensation for

2023. For compensation for 2024-2027, the hourly rate shall be increased by 3% on January 1st of each year (modify Article XVIII(1) accordingly).

3. **Article IX, Discipline** – Amend to provide that the disciplinary procedures and just cause are only applicable to members who have achieved permanent status and are not available to probationary members.

4. **Article XI, Wages** - Add a new Section 12 to provide as follows: “Effective January 1, 2023, all members shall be required to utilize direct deposit for wages and any other compensation payments. They shall also utilize electronic payroll documents (e.g. pay stubs).”

5. **Article XVI (3.C), Lateral Transfers** – Amend to add that any lateral transfer may be provided with parity for pay purposes (i.e. years of service on the salary schedule) only by the City in its discretion, not any credit for seniority or other provisions.

6. **Article XII (2.a), Retirement Sick Day Payment** – Amend to add the following: “Effective January 1, 2023, the cap shall be 110 days; effective January 1, 2024, the cap shall be 120 days; effective January 1, 2025, the cap shall be 130 days; effective January 1, 2026, the cap shall be 140 days; and, effective January 1, 2027, the cap shall be 150 days.”

7. Make any editorial or date changes as mutually agreed to a new collective bargaining agreement and incorporate any language from MOA’s as appropriate. Agree to delete Article XIX on Desk Officers, incorporate the Court Time Compensatory Time MOA (5-17-22), and incorporate Part-Time Patrolman MOA dated 9-12-22.

DATED: October __, 2022

FOR THE CITY:

FOR THE ASSOCIATION;

Michael Butler
Mayor

Matt Dunn
President

Mark Seber
Commissioner of Accounts

John Pugliese
Bargaining Team Member

Jordan McBride
Bargaining Team Member

Matt Lindemann
Bargaining Team Member

William Lebeau
Council 82

APPENDIX "A"

| Day Shift B-Line | 2023 | 2024 | 2025 | 2026 | 2027 |
|--------------------------|--------------|--------------|--------------|--------------|--------------|
| Sergeant | \$ 82,044.02 | \$ 84,505.34 | \$ 87,040.50 | \$ 89,651.72 | \$ 92,341.27 |
| Patrolman Tier II | | | | | |
| Start | \$ 51,329.80 | \$ 52,869.69 | \$ 54,455.78 | \$ 56,089.45 | \$ 57,772.13 |
| 2nd Year | \$ 55,244.87 | \$ 56,902.22 | \$ 58,609.28 | \$ 60,367.56 | \$ 62,178.59 |
| 3rd Year | \$ 60,236.48 | \$ 62,043.57 | \$ 63,904.88 | \$ 65,822.03 | \$ 67,796.69 |
| 4th Year | \$ 65,224.66 | \$ 67,181.40 | \$ 69,196.84 | \$ 71,272.75 | \$ 73,410.93 |
| 5th Year | \$ 70,212.89 | \$ 72,319.28 | \$ 74,488.86 | \$ 76,723.52 | \$ 79,025.23 |
| 6th Year | \$ 74,336.13 | \$ 76,566.21 | \$ 78,863.20 | \$ 81,229.10 | \$ 83,665.97 |
| Afternoon C-Line | | | | | |
| Sergeant | \$ 82,044.02 | \$ 84,505.34 | \$ 87,040.50 | \$ 89,651.72 | \$ 92,341.27 |
| Patrolman Tier II | | | | | |
| Start | \$ 52,702.87 | \$ 54,283.96 | \$ 55,912.47 | \$ 57,589.85 | \$ 59,317.54 |
| 2nd Year | \$ 56,735.40 | \$ 58,437.46 | \$ 60,190.59 | \$ 61,996.30 | \$ 63,856.19 |
| 3rd Year | \$ 61,876.73 | \$ 63,733.03 | \$ 65,645.02 | \$ 67,614.37 | \$ 69,642.80 |
| 4th Year | \$ 67,014.57 | \$ 69,025.01 | \$ 71,095.76 | \$ 73,228.63 | \$ 75,425.49 |
| 5th Year | \$ 72,152.43 | \$ 74,317.00 | \$ 76,546.51 | \$ 78,842.91 | \$ 81,208.20 |
| 6th Year | \$ 76,355.00 | \$ 78,645.65 | \$ 81,005.02 | \$ 83,435.17 | \$ 85,938.23 |
| Midnight A-Line | | | | | |
| Sergeant | \$ 82,044.02 | \$ 84,505.34 | \$ 87,040.50 | \$ 89,651.72 | \$ 92,341.27 |
| Patrolman Tier II | | | | | |
| Start | \$ 53,618.27 | \$ 55,226.82 | \$ 56,883.62 | \$ 58,590.13 | \$ 60,347.84 |
| 1st Year | \$ 57,729.11 | \$ 59,460.98 | \$ 61,244.81 | \$ 63,082.16 | \$ 64,974.62 |
| 2nd Year | \$ 62,956.46 | \$ 64,845.15 | \$ 66,790.51 | \$ 68,794.22 | \$ 70,858.05 |
| 3rd Year | \$ 68,207.86 | \$ 70,254.10 | \$ 72,361.72 | \$ 74,532.57 | \$ 76,768.55 |
| 4th Year | \$ 73,445.49 | \$ 75,648.85 | \$ 77,918.32 | \$ 80,255.87 | \$ 82,663.55 |
| 5th Year | \$ 77,700.89 | \$ 80,031.92 | \$ 82,432.87 | \$ 84,905.86 | \$ 87,453.04 |
| Part Time Rate/HR | \$ 25.00 | \$ 25.75 | \$ 26.52 | \$ 27.32 | \$ 28.14 |

RESOLUTION NO.: 116-2022

WHEREAS THE CITY OF MECHANICVILLE AND POLICE CHIEF WILLIAM RABBITT have agreed into a new (5) five-year Agreement beginning January 1, 2023 and ending December 31, 2027;

NOW THEREFORE BE IT RESOLVED THAT the Mechanicville City Council approves the attached Agreement and authorizes the Mayor to execute the Agreement.

INTRODUCED BY: _____

SECONDED BY: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

November 9, 2022

AGREEMENT

Between

THE CITY OF MECHANICVILLE

And

POLICE CHIEF WILLIAM RABBITT

This Employment Agreement ("Agreement") is made and effective the __ day of November, 2022, by and between the CITY OF MECHANICVILLE (the "CITY"), a Municipal Corporation with its principal business address located at 36 North Main Street, in the City of Mechanicville and WILLIAM J RABBITT JR ("Chief Rabbitt"), an individual, residing at the last known address maintained in Chief Rabbitt's personnel file, on the following terms and conditions:

In consideration of the promises and covenants contained herein, the parties agree as follows:

SECTION 1. APPOINTMENT

1. Pursuant to a resolution of the Mechanicville City Council, William J. Rabbitt Jr. shall be employed as the Chief of Police of the City of Mechanicville, subject to external law including but not limited to the New York State Civil Service Law, General Municipal Law 207-M and the rules and regulations promulgated pursuant thereto. Should any provision of this Agreement conflict with external law, external law shall control.

SECTION 2. EMPLOYMENT DUTIES

1. The City agrees to employ the services of Chief Rabbitt as the CHIEF OF POLICE in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement and Chief Rabbitt agrees to accept the employment described herein. Chief Rabbitt shall serve as the Police Chief and perform other duties the City deems necessary at the sole discretion and pleasure of the City pursuant to New York State Civil Service Law with supervisory responsibilities and duties associated with these positions.
2. Chief Rabbitt, as the CHIEF OF POLICE, shall be vested with the powers, duties and responsibilities set forth in both the Mechanicville City Code and the class specification for CHIEF OF POLICE attached hereto as Attachment "A", as both may be amended from time to time by the City Council and/or Mayor, and the terms of which are incorporated herein by reference. Without additional compensation, Chief Rabbitt shall provide such other services as are customary and appropriate to the position of CHIEF OF POLICE, together with such additional services assigned from time to time by the Mayor and City Council of Mechanicville as may be consistent with New York and federal law and the Mechanicville City Code. Material changes to Chief Rabbitt's job duties will permit Chief Rabbitt to request in writing that a discussion of a modification of this Agreement within thirty (30) days following such changes. Chief Rabbitt shall devote his best efforts and full-time attention to the performance of these duties.

3. Unless otherwise scheduled by the City, the Chief shall schedule his hours of work to optimize the performance of his duties as Chief. The Chief is expected to establish regular day time working hours consisting of at least forty hours during the week. Due to the nature of police work as a 24-hour operation, the Chief shall have some discretion to determine the days and hours of work. Toward that end, Chief Rabbitt shall be allowed reasonable flexibility in setting his own office hours, based upon a regular five-day workweek, provided the schedule of such hours provides adequate availability to the Mayor, City Council, City staff, and members of the community. It is expected and understood that such hours may be extended or altered due to the needs of the Department or City. Chief Rabbitt shall keep the Mayor reasonably informed on any changes to his regular work schedule who must approve any long-term changes to Chief Rabbitt's regular work schedule (i.e. other than specific incident changes).

4. Chief Rabbitt shall devote the time necessary to adequately perform his duties as CHIEF OF POLICE. The parties expect that as a salaried employee, he shall work a minimum of forty (40) hours per week without any additional compensation for hours beyond 40 hours, except as provided elsewhere in this contract. Chief Rabbitt shall report his hours and work days to the Mayor pursuant to his time sheets and as otherwise required by the Mayor.

5. The Chief shall record all his days worked, vacation days, personal days, and sick days and supply this bi-weekly to the Mayor and Finance Commissioner on the appropriate City provided document. Vacation days must be requested in advance by Chief Rabbitt to the Mayor.

SECTION 3. ANNUAL SALARY

Chief Rabbitt shall be paid an annual salary of \$96,840, effective January 1, 2023 with annual increases as indicated below. Chief Rabbitt shall be paid his compensation on the same payroll period basis on which members of the Police Department are paid. Deductions as required by law or authorized by Chief Rabbitt will be deducted from his pay.

| | | |
|---------------------------|-------------|--------------|
| Effective January 1, 2024 | 3% increase | \$99,745.00 |
| Effective January 1, 2025 | 3% increase | \$102,737.00 |
| Effective January 1, 2026 | 3% increase | \$105,819.00 |
| Effective January 1, 2027 | 3% increase | \$108,994.00 |

SECTION 4. PERSONAL SERVICE TIME AND OTHER BENEFITS

1. **Longevity:** In addition to the wages described above Chief Rabbitt shall be paid an annual longevity allowance of \$1200.00. Such allowance shall be made in the first payroll in

December of each year. Provided however, that upon termination of employment, or retirement, the unpaid and earned pro-rated balance of the allowance for the calendar year up to the date of termination shall be paid in a lump sum as of the last day worked, or, upon death, the unpaid pro-rated balance of the allowance shall be paid to his next of kin or estate.

2. **Clothing Allowance:** Chief Rabbitt shall be given an allowance for clothing in the sum of Eight Hundred and Fifty Dollars (\$850) each year, which allowance shall be paid by check and made available to him on in the first pay period of December in each and every year. All other uniforms and equipment necessary shall be supplied by the City at its own expense. In the event that the City decides to change the style or color of its uniforms worn by Chief Rabbitt, the City will supply such new uniforms at its own expense without charge back against the clothing allowance herein described.
3. **Pensions:** It is acknowledged that Chief Rabbitt has been employed by the City of Mechanicville as a Police Officer since 2006. Pursuant to the provisions of the Retirement and Social Security Law, the City will provide a non-contributory retirement plan for Chief Rabbitt whereby he can elect to retire after twenty-five (25) years of service. The City will also provide a twenty (20) year non-contributory retirement plan pursuant to the provision of Section 384(d) of the Retirement and Social Security Law. The pension benefits that Chief Rabbitt shall be entitled, shall be those same benefits, rights, privileges, as defined by the Agreement between the City of Mechanicville and the full time City Police Officers.
4. **Sick Days:** Chief Rabbitt shall be entitled to fifteen (15) sick days per calendar year with a maximum accumulation of 200 days. It is acknowledged that Chief Rabbitt will carry forward the days of sick leave he earned and accumulated as a member of the Police Department. The City agrees that any injury, which is shown to be service connected, shall not be charged against Chief Rabbitt's accumulated sick leave credits. If Chief Rabbitt submits an irrevocable letter of retirement, he will be entitled to a payment for each unused sick leave day remaining at the date of retirement/resignation at the rate of One Hundred Dollars (\$100) per day for up to a maximum of one hundred (100) days. Effective January 1, 2023, the cap shall be 110 days; effective January 1, 2024, the cap shall be 120 days; effective January 1, 2025, the cap shall be 130 days; effective January 1, 2026, the cap shall be 140 days; and, effective January 1, 2027, the cap shall be 150 days.
5. **Holidays:** Chief Rabbitt shall be entitled to the following paid holidays as set forth in the PBA contract (he shall receive no other compensation with regards to holidays such as special holiday pay). Because of the nature of police work being a twenty-four (24) hour operation and because adequate staffing level must be maintained, Chief Rabbitt shall have the flexibility to work on a holiday and take a day off in lieu thereof. Chief Rabbitt will notify the Mayor in writing in advance when doing so.

6. **Vacation:** Chief Rabbitt shall be entitled to vacation time based upon the following schedule (based on his original hire in 2006):

| | |
|--------------------------------------|---------------------|
| Eleven to fifteen years of service | Four weeks vacation |
| Sixteen to twenty years of service | Five weeks vacation |
| Twenty-one and over years of service | Six weeks vacation |

Vacation leave unused at the end of the calendar year shall be forfeit.

7. **Bereavement Leave:** Chief Rabbitt shall be entitled to a maximum of five (5) days off with pay due to death in his immediate family. The term “immediate family” shall mean spouse, natural, foster or step-parents; child; brother, sister, father –in-law or mother-in-law. Chief Rabbitt will be granted two (2) days with pay due to the death of any of the following: grandmother, grandfather, great/aunt, great/uncle, or any relative living in Chief Rabbitt’s household.

8. **Personal Leave:** Chief Rabbitt shall be granted a maximum of four (4) days a year with pay for personal leave.

SECTION 5. HEALTH INSURANCE AND RELATED BENEFITS

1. Chief Rabbitt shall retain the same rights and privileges to the existing Health, Dental & Optical coverage that are now in force and effect and which apply to all other full-time employees of the Mechanicville City Police Department, as such insurance coverage may be changed at any later date by negotiations or the City. At present, the City shall provide hospitalization and major medical insurance for Chief Rabbitt in accordance with the CDPHP EPO Platinum Plan CDPHP. The City may also provide optional health insurance plans through traditional or HMO carriers to Chief Rabbitt and his dependents except that the City shall not be required to pay cost of premiums for optional plans to the extent that such premiums exceed the cost of the CDPHP plan. When Chief Rabbitt retires, the City shall continue to provide such coverage until he attains the age of sixty-five (65) years of age, at which time the coverage shall be modified in accordance with the additional benefits he may be entitled to under the Social Security Law. Chief Rabbitt shall contribute 25% towards the premium of any plan selected with the City contributing the remaining 75% while an active employee. Chief Rabbitt shall contribute 25% during retirement with the City contributing the remaining 75%.

a. **Health Insurance Buy-Out Payment:** Should Chief Rabbitt, who is eligible for health insurance under this agreement, obtain health insurance coverage

outside of the City's health plans and elect to not choose to be covered by the City's health insurance and upon submitting proof of such other coverage, shall be paid an annual health insurance buy-out as follows:

\$2200 for waiving family coverage

\$1600 for waiving individual or two (2) person coverage

- b. Chief Rabbitt shall be paid the buy-out in December of each year.
 - c. On an annual basis Chief Rabbitt may opt back into health insurance to be implemented the following January 1st.
 - d. In the event Chief Rabbitt has opted out of the City's health plan coverage in order to take the health insurance buy-out and during the calendar year he has a "qualifying event" which results in the loss of their other health insurance coverage, he may request to be reinstated to the City's health plan coverage effective on the date of the qualifying event and in no case later than 30 days after his request. In such case, the buy-out payment shall be pro-rated for the period of time Chief Rabbitt opted out of insurance during the year.
2. Chief Rabbitt shall be covered for death benefits as provided for in Section 208-B of the General Municipal Law.

SECTION 6. DISCIPLINE

Chief Rabbitt shall be entitled to the protections of Civil Service Law Section 75 and any other applicable law regarding the imposition of discipline.

SECTION 7. VEHICLE

The City shall provide Chief Rabbitt with a police vehicle for his exclusive use. The City shall pay for all attendant operating and maintenance expenses and insurance. This vehicle is to be used by the Chief in connection with the performance of his duties and for his professional growth and development. It is understood that Chief Rabbitt will take the vehicle home so that he may respond to any calls. The vehicle may also be used by the Chief for limited, incidental in circumstances such as brief personal stops while driving to and from work. However, use of the vehicle for vacation, recreational trips, or other personal use is not authorized.

SECTION 8. GENERAL MUNICIPAL LAW 207c PROCEURE

General Municipal Law 207(c) is incorporated and made part hereof. The City and Chief Rabbitt agree that he is entitled to the same benefits/procedures with regards to General municipal law 207(c) as outlined in the Mechanicville Police Benevolent Association Collective Bargaining Agreement.

SECTION 9. ADDITIONAL COMPENSATION AND BENEFITS

1. In addition to his annual salary as set forth in section 2, Chief Rabbitt shall not receive any overtime compensation unless prior written consent is approved by the Mayor, except as provided herein. The Chief may work up to ten (10) hours of overtime per week without first obtaining the approval of the Mayor. Any hours beyond ten (10) hours per week require the prior written approval of the Mayor. This provision regarding the allowance of overtime shall be reviewed on an annual basis by the Chief and Mayor. In addition to overtime, , Chief Rabbitt shall receive an annual stipend in the sum of \$2500 as payment for him being on-call during holidays and weekends. This stipend shall be paid to Chief Rabbitt in the first payroll in December.
2. **Education Incentive:** Commencing at the signing of this Agreement and for the term of this Agreement the City shall pay Chief Rabbitt an education stipend on an annual basis according to the following schedule: Five Hundred Dollars (\$500) for an Associate's Degree; Seven Hundred Dollars (\$700) for a Bachelor's Degree; or Nine Hundred Dollars (\$900) for a Master's Degree. Such incentive is for degrees on Criminal Justice or other closely related fields. Chief Rabbitt shall submit proof of such degree and the date issued to the City and, if the degree is not in Criminal Justice, whatever other proof is requested or necessary for the City to determine if the degree is in a "closely related field". If for any reason the degree is later changed or rescinded, the Police Officer shall immediately notify the City. As of the signing of this contract, Chief Rabbitt possesses an Associate's Degree in Criminal Justice.
3. **Optional Training Courses:** The City and Chief Rabbitt are in agreement that it is in the best interest of the City and the Department that Chief Rabbitt participate in professional educational and training courses whenever the same are available. To that end, with advance approval of the Mayor, Chief Rabbitt may attend an optional education course which is part of a degree or certified program which is related to law enforcement and shall, upon successful completion thereof, and presentation of evidence of such completion, be reimbursed by the City of the cost of tuition and other related expenses advanced by him in

the taking of such course. The City may provide optional training or courses at no cost to Chief Rabbitt through local training institutions.

4. Chief Rabbitt shall be entitled to sufficient additional personal time for the purpose of attending the regularly monthly scheduled meetings of the New York State Association of Chiefs of Police. The City shall be responsible for the payment of annual dues to the above-entitled organization and for expenses related to attending the annual training conferences. Any expenditures and attendance is subject to the prior approval of the Mayor.

SECTION 10. MISCELLANEOUS

1. Since Chief Rabbitt is presumed to be subject to duty twenty-four [24] hours per day, seven [7] days per week, any action taken by him on his time-off, which would have been appropriate if taken by a member on active duty if present or available, shall be considered official action, and he shall have all the rights and benefits concerning such action, as if he were on active duty.
 - a. In the event that Chief Rabbitt is faced with a civil claim arising out of an incident related to his service with the Department, the City will provide legal counsel for his protection and hold him harmless from any financial loss in accordance with applicable law.
2. Insofar as any provision of this agreement shall conflict with an Ordinance or Resolution of the City Council, the terms of this agreement shall prevail.
3. This agreement shall become effective as of the signing of this Agreement. This agreement shall terminate on December 31, 2027. If the parties hereto have failed to agree upon a new contract on or before December 31, 2027, all the terms and conditions set forth in this agreement and any supplements or modifications thereof shall continue in full force and effect until the date of execution of a new agreement. This paragraph setting a term of this contract governs the period of salary and benefits for the prescribed period. This paragraph neither guarantees nor limits the length of employee's employment with the employer and is not an expiration date for the employee's employment.
4. If any Article or Section of the agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with and enforcement of any Article or Section should be restrained by such tribunal, the remainder of this agreement and its supplements shall be effected thereby, and the parties shall enter into immediate discussion for the purpose of arriving at a mutually acceptable replacement for such Article or Section, if legally permissible.

5. It is agreed by and between the parties, that any provisions of this agreement requiring legislative action to permit its implementation and amendment or law or by providing additional funds therefor, shall not become effective until the appropriate legislative body has been given approval.
6. The provisions of this Agreement shall be expressly limited to the contents thereof and shall not be construed to restrain, limit or control the Employer in the full and absolute management of its affairs.
7. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
8. Any modification of the Agreement or additional obligations assumed by either party in connection with Agreement shall be binding only if such agreement is in writing and signed by each party.
9. It is agreed that this Agreement shall be governed and construed and enforced in accordance with the Laws of New York.
10. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and condition of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no waiver had occurred.

DATED: _____, 2022

FOR THE CITY:

Michael Butler

Mayor

Approved by City Council: _____, 2022

William J. Rabbitt, Jr.

**EXTRACT OF MINUTES OF MEETING OF COUNCIL OF
THE CITY OF MECHANICVILLE ADOPTING A
SUPPLEMENTAL BOND RESOLUTION: 117-2022**

At a regular meeting of the Council of the City of Mechanicville duly held on the 9th day of November, 2022:

Present:

Absent:

_____ presented the following resolution and moved that it be adopted:

RESOLUTION NO.: 117-2022

**SUPPLEMENTAL BOND RESOLUTION DATED
NOVEMBER 9, 2020 OF THE COUNCIL OF THE CITY OF
MECHANICVILLE AUTHORIZING AN INCREASE IN
THE MAXIMUM COST OF THE RECONSTRUCTION OF,
AND CONSTRUCTION OF ADDITIONS TO, THE CITY OF
MECHANICVILLE WATER SUPPLY AND
DISTRIBUTION SYSTEM.**

WHEREAS, pursuant to resolutions duly adopted by the City Council of the City of Mechanicville (the “City”) on October 21, 2015 and September 14, 2016, the City Council, acting as lead agency, determined that the reconstruction of, and construction of additions to, the City water supply and distribution system, including construction of a connection to the Saratoga County Water Authority System as an alternative source, reservoir improvements to the Mechanicville Reservoir and the Terminal Reservoir, water treatment plant improvements, storage tank improvements, replacing undersized water mains, replacing and installing new water meters, replacing the raw water main from the Mechanicville Reservoir, and replacing the water main from the Water Treatment Plant to the water storage tanks on Devoe Road will not have a significant adverse environmental impact and will not require the preparation of a draft environmental impact statement; and directed the Mayor, Dennis M. Baker, to issue a Negative Declaration in accordance with Section 617.12 of the Regulations and to file a copy of the Negative Declaration for the Water Improvements Project in accordance with the Regulations; and

WHEREAS, pursuant to a bond resolution duly adopted by the City Council of the City on February 8, 2017 (the “Original Bond Resolution”), the City Council of the City authorized (a) the reconstruction of, and construction of additions to, the City of Mechanicville water supply and distribution system including, but not limited to, the addition of an auxiliary spillway to the Mechanicville Reservoir Dam, reconstruction of the raw water main from the Mechanicville Reservoir, reconstruction of the Lower Reservoir outlet concrete headwalls, dredging of the Lower Reservoir and rerouting of the raw water main currently underneath the Lower (the

“Purpose”) at an estimated maximum cost of \$1,000,000; and (b) the issuance of serial general obligation bonds in the aggregate principal amount of not to exceed \$1,000,000; and

WHEREAS, the City Council of the City has determined that the cost of the Purpose has increased by \$500,000 to a maximum aggregate cost of \$1,500,000; and

WHEREAS, the City Council of the City desires to approve the increase in the maximum cost of the Purpose; and

WHEREAS, the City Council has not taken any action or adopted any local law which would require the effectiveness of this bond ordinance be subjected to a permissive or mandatory referendum;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MECHANICVILLE AS FOLLOWS:

Section 1. The Original Bond Resolution is hereby supplemented to increase the maximum estimated cost of the Purpose by \$500,000 for a total estimated cost of \$1,500,000.

Section 2. It is hereby determined and declared that (a) the maximum cost of the Purpose, as estimated by the City Council, is not to exceed \$1,500,000, (b) other than the amount authorized to be expended pursuant to the Original Bond Resolution, the City has not previously authorized the expenditure of the funds necessary to finance the cost of the Purpose, and (c) the City plans to finance the cost of the Purpose entirely from funds raised by the issuance of the Bonds and bond anticipation notes hereinafter referred to and available federal funds received by the City pursuant to the American Rescue Plan Act (ARPA).

Section 3. The other terms of the Original Bond Resolution shall remain in full force and effect.

Section 4. This Resolution shall take effect immediately upon its adoption.

The Motion having been duly seconded by _____, it was adopted and the following votes were cast:

AYES

NAYS

STATE OF NEW YORK)
) SS.:
COUNTY OF SARATOGA)

I, the undersigned Clerk of the City of Mechanicville, do hereby certify as follows:

1. A Regular Meeting of the City Council of the City of Mechanicville, State of New York, was duly held on November 9, 2020, and Minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the Minutes of meetings of said Board. I have compared the attached Extract with said Minutes so recorded and said Extract is a true copy of said Minutes and of the whole thereof insofar as said Minutes relate to matters referred to in said Extracts.

2. Said Minutes correctly state the time when said Meeting was convened and the place where such meeting was held and the members of said Board who attended said Meeting.

3. Public Notice of the time and place of said Meeting was duly given to the public and the news media in accordance with Article 7 of the Public Officers Law (the “Open Meetings Law”), and that the members of said Board had due notice of said Meeting and that the Meeting was in all respects duly held and a quorum was present and acted throughout.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the City of Mechanicville this _____ day of November, 2022.

City Clerk

[Seal]

Resolution 118-2022
CITY OF MECHANICVILLE
RESOLUTION AUTHORIZING AWARD OF BID
MECHANICVILLE RAW WATER SOURCE DAM & TRANSMISSION
IMPROVEMENTS PROJECT – CONTRACT 1

WHEREAS, the City of Mechanicville (“City”) is proposing relocation of approximately 880 linear feet of 16-inch transmission main, and dredging of the Terminal Reservoir and nearby drainage ditch along George Thompson Rd (“Project”);

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

WHEREAS, Barton and Loguidice, DPC, as City Engineer, has completed the planning and design services to date; the City recently advertised for public bids for the project, with a bid opening date of September 1, 2022; and

NOW, THEREFORE, BE IT RESOLVED, the City Council approves an agreement with Rifenburg Construction, Inc. for \$808,000.00; 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 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

October 21, 2022

Mike Butler, Mayor
City of Mechanicville, New York
36 North Main St.
Mechanicville, NY 12118

Re: Raw Water Source Dam and Transmission Improvements; Contract No. 1 – General Construction

Subject: Recommendation of Award to Rifenburg Construction, Inc.

File: 991.017.004

Mayor Butler:

Barton & Loguidice, D.P.C. (B&L) has reviewed the bids for the above-referenced project that were received and opened on Thursday, September 1, 2022. A certified tabulation of all bids received is enclosed.

The following is a summary of the bids received for this project. The Contract Documents stipulate that the contract shall be awarded based on the lowest base bid amount. However, on September 2nd, in accordance with EJCDC C-200 Article 16 Section 16.03, Jersen Construction noted a material and substantial mistake in the preparation of their bid and withdrew their bid.

| <u>Bidder</u> | <u>Bid Amount</u> |
|---|-------------------|
| Jersen Construction Group, LLC | \$575,455.00 |
| Rifenburg Construction, Inc. | \$808,000.00 |
| WM. J. Keller & Sons Construction Corp. | \$877,570.00 |
| James H. Maloy, Inc. | \$937,105.00 |
| Carver Construction, Inc. | \$1,057,145.00 |

As shown and as noted above with the exclusion of Jersen Construction Group's bid, Rifenburg Construction, Inc. has submitted the lowest bid. We have reviewed the Bid from Rifenburg Construction, Inc. and found that it is in substantial conformance with the bidding requirements. Upon review of the bid, B&L contacted Russell Huta from Rifenburg Construction, Inc. and he indicated that they are comfortable with their bid as submitted and are willing to enter into a contract with the City of Mechanicville for the construction of the Raw Water Source Dam and Transmission Improvements; Contract No. 1 – General Construction.



Rifenburg Construction, Inc. has performed work as a General Contractor on B&L designed projects in the past and has demonstrated the ability to satisfactorily complete the work under this Contract.

Based on the above, we recommend that the City of Mechanicville award Contract No. 1 for the General Construction of the Raw Water Source Dam and Transmission Improvements project to Rifenburg Construction, Inc. in the amount of \$808,000.00.

Following award, B&L will request copies of bonds and insurance from the Contractor and will coordinate contract execution.

Please feel free to contact me at 518-744-2554, or ngosselin@bartonandloguidice.com if you have any questions.

Best Regards,

BARTON & LOGUIDICE, D.P.C.

Nicola J. Gosselin, I.E.
Staff Engineer

Attachments:
Tabulation of Bids: Contract 1 – General Construction
Jersen Construction Group LLC Bid Withdrawal Letter

Resolution 119-2022
CITY OF MECHANICVILLE
RESOLUTION AUTHORIZING ADDITIONAL SERVICES
HILL STREET DRAINAGE IMPROVEMENTS

WHEREAS, the City of Mechanicville (“City”) received funding from the NYSDOT to complete drainage improvements along Central Avenue (“Project”); and

WHEREAS, Barton & Loguidice was previously selected and provided design and construction phase services; and

WHEREAS, additional construction administrative services were required due to various unknown conditions in the North Central Avenue right of way; and

NOW, THEREFORE, BE IT RESOLVED, the City Council approves an amendment with Barton & Loguidice, D.P.C. to provide said services for \$10,640. Note that these services will be fully reimbursed by NYSDOT to the City and

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 Mark Seber _____
Commissioner Keith Johnson _____
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

AMENDMENT NUMBER 4 ("Amendment")
TO THE
AGREEMENT DATED JULY 11, 2018 ("Agreement")
BETWEEN
CITY OF MECHANICVILLE ("Owner")
AND
BARTON & LOGUIDICE, D.P.C. ("Engineer")
FOR
PROFESSIONAL SERVICES FOR THE SOUTH CENTRAL AVENUE
DRAINAGE IMPROVEMENTS PROJECT ("Project")

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

1. Change in Scope of Services to be Performed

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

2. Change in Compensation for Services

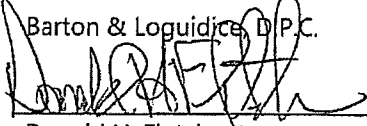
- A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be Ten Thousand Six Hundred Forty Dollars (\$10,640), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Engineer for this Project.
- B. Owner's method of payment to Engineer shall be as set forth in the Agreement referenced above.

3. Total Agreement

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

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

OWNER: City of Mechanicville
By: _____
Mike Butler
Title: _____
Mayor
Date
Signed: _____

ENGINEER: Barton & Loguidice, D.P.C.
By: 
Donald H. Fletcher
Title: _____
Senior Vice President
Date
Signed: _____
November 7, 2022

Attachment One - Scope of Services for Amendment Number 4 South Central Avenue Drainage Improvements Project

Scope of Services

The scope of services covered by Amendment Number 4 are in relation to the drainage improvements at the intersection of North Central Avenue and Hill Street. The costs associated with these services will be reimbursed through the City/NYS DOT Betterment Agreement for drainage improvements along said corridor.

Services include:

- 1) B&L needed to provide additional re-design and construction administrative services during construction of the improvements in the summer of 2022 due to the various underground utilities in the North Central Avenue right of way. These items were not identified on the NYSDOT record plans. Services included revising the plan set, meetings with the City, NYSDOT and contractor, negotiating and processing the contractor change order and additional efforts to complete the record plans for NYSDOT.
- 2) There are no additional scope of services or request for additional fee for services for the construction observation services for this project.

Resolution 120-2022
CITY OF MECHANICVILLE
RESOLUTION AUTHORIZING ADDITIONAL ENGINEERING SERVICES
FOR THE NYSEFC FUNDED WATER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, the City of Mechanicville (“City”) has an active NYSEFC funded water system improvements project in Mechanicville, New York (“Project”); and

WHEREAS, additional engineering services have been required for the active construction projects and these services and associated fees will be paid through the NYSEFC loan and grant funding package; and

WHEREAS, Barton and Loguidice, DPC, as City Engineer, has been the engineer of record to date and has completed the required planning, design, permitting, bidding and construction phase services; and

NOW, THEREFORE, BE IT RESOLVED, the City Council approves an agreement with Barton & Loguidice, D.P.C. for these additional construction administration and observation services; and

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 Mark Seber _____
Commissioner Keith Johnson _____
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

November 7, 2022

Hon. Mike Butler, Mayor
City of Mechanicville
36 North Main Street
Mechanicville, New York 12118

Re: Supplemental Proposal for Professional Consulting Engineering Services
NYSEFC Water System Improvements Project
File: 991.017.003

Dear Mayor Butler,

As previously discussed, Barton & Loguidice, D.P.C. (B&L) has provided significant additional effort on behalf of the City during 2022 on the active construction contracts for this project. In particular, additional services were required to close out the SCWA Connection Project (Anjo) and Water Transmission Main Contract (Bellamy). We have also provided additional services as noted below for the SCADA Contract (General Controls System). All of these contracts have been delayed significantly due to a variety of reasons and all have required additional construction administrative and observation efforts.

Scope of Services

Our scope of services included herein are an extension to the services provided in previous supplemental agreements for construction phase services; therefore, they are a continuation of these services. Namely, it is construction administration and observation services for all the active three (3) construction contracts. Two (2) of the contracts have now been completed and the General Controls System contract is still active and we expect it to be completed in Q1 2023.

With regard to improvements at the Water Treatment Plant, our licensed operator, Dan Marshall, has worked extensively with City staff and/or General Controls on a variety of items, including:

- Various punchlist items regarding the Cybersecurity, Factory Talk, raw head pressure issues, head pressure loss across the filter media, alarm conditions, reading of reservoir heights for the upper and lower reservoirs etc.
- B&L called the various M/WBE contractors, met on site with all of them, gathered and reviewed the quotes for the improvements needed for General Controls to add to their change order.



- Minor assistance to the City regarding the lead and copper plan and sampling; the replacement of the rotork valve actuators and potentially acquiring new laboratory equipment.

Fee for Services

Barton & Loguidice, D.P.C. proposes to provide the engineering construction phase services described herein for an additional lump sum fee of \$84,000.

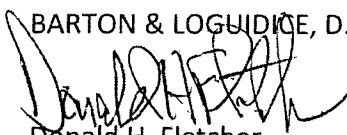
Please note that these fees would be reimbursed to the City through the current NYSEFC grant/loan funding.

Invoices would be prepared monthly in proportion to the percent of scope of services completed as of the date of the invoice. Services beyond those outlined above would be considered an additional service, and would not be completed without prior written City Council authorization.

This project will be completed in accordance with the applicable Terms & Conditions for the New York State Revolving Fund program.

Thank you for this opportunity to be of continued service to the City. Please do not hesitate to contact us should you have any questions regarding this supplemental.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President
DHF/

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the City of Mechanicville to proceed with the services described herein in accordance with the original agreement terms and conditions.

Mike Butler, Mayor
City of Mechanicville

Date

RESOLUTION NO.: 121-2022

WHEREAS JEFFREY ALONZO HAS BEEN THE Fire Safety Inspector for the City of Mechanicville since March 16, 2018;

NOW THEREFORE BE IT RESOLVED THAT THE Mechanicville City Council hereby accepts the resignation of Jeffrey Alonzo effective November 30, 2022.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

November 9, 2022

RESOLUTION NO.: 122-2022

WHEREAS THE CITY IS IN NEED Of A full time Code Enforcement Officer; and

WHEREAS KYLE WOODARD MEETS ALL OF THE QUALIFICATIONS necessary to assume the position of City Code Enforcement Officer;

NOW THEREFORE BE IT RESOLVED THAT THE Mechanicville City Council appoints Kyle Woodard to the position of City Code Enforcement Officer at a salary of \$68,000 per year with all of the benefits that position is entitled. The appointment is effective October 31, 2022.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

November 9, 2022

RESOLUTION NO.: 123-2022

WHEREAS EFFECTIVE NOVEMBER 30, 2022, THERE WILL VACANCY FOR THE position of City Fire Inspector; and

WHEREAS KYLE WOODARD HAS ALL OF THE CERTIFICATIONS needed to perform the duties of City Fire Inspector;

NOW THEREFORE BE IT RESOLVED THAT THE Mechanicville City Council appoints Kyle Woodard City Fire Inspector at no additional salary. The appointment takes effect November 30, 2022.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

November 9, 2022

RESOLUTION NO. - 124-2022

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

| | | |
|---------|------------|----------------------|
| PAYROLL | 10/13/2022 | \$ 85,733.45 |
| PAYROLL | 10/27/2022 | \$ 89,036.23 |
| | | <u>\$ 174,769.68</u> |

With an expenditure breakdown by fund as follows:

| | |
|--------------------------|----------------------|
| GENERAL A0 FUND | \$ 186,409.02 |
| WATER FX FUND | \$ 7,949.98 |
| SEWER G0 FUND | \$ 5,611.11 |
| CAPITAL PROJECTS H0 FUND | \$ 159.25 |
| PAYROLL TA FUND | \$ 174,769.68 |
| TOTAL | <u>\$ 374,899.04</u> |

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

Introduced by: _____

Seconded by: _____

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

Dated: _____ November 9, 2022