

AGENDA
REGULAR MEETING OF THE
MECHANICVILLE CITY COUNCIL
SENIOR CITIZEN'S CENTER
178 NORTH MAIN STREET
MECHANICVILLE, NY
September 14, 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 August 10, 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 94-2022 Re-appointment of Zoning Board of Appeals Members

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 95-2022 Mileage

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 96-2022 Sidewalk Bid

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 97-2022 Dam Improvement Contract Award

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 98-2022 CSEA Memorandum of Agreement

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 99-2022 Resignation - Police

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 100-2022 Dodge Durango

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 101-2022 Part-Time Police Officer

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 102-2022 Resignation – Code Enforcement Officer

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 103-2022 Working Supervisor

Moved by: _____

Seconded by: _____

AYES: _____

NAYS: _____

RESOLUTION 104-2022 Code Enforcement Officer

Moved by: _____

Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 105-2022 Budget Amendment

Moved by: _____ Seconded by: _____

AYES: _____ NAYS: _____

RESOLUTION 106-2022 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 August 2022**

	Balance 8/1/2022	Receipts	Disbursements	Balance 8/31/2022
General Fund:				
Checking	3,760,982.31	192,788.86	598,556.36	3,355,214.81
Petty Cash	400.00	0.00	0.00	400.00
Total General Fund	<u>3,761,382.31</u>	<u>192,788.86</u>	<u>598,556.36</u>	<u>3,355,614.81</u>
City Clerk Account	<u>0.00</u>	<u>2,650.00</u>	<u>2,650.00</u>	<u>0.00</u>
Payroll	<u>-3,467.92</u>	<u>271,887.00</u>	<u>268,929.46</u>	<u>-510.38</u>
Capital Fund	<u>1,240,022.59</u>		<u>312,792.20</u>	<u>927,230.39</u>
Escrow Account	<u>10,328.21</u>	<u>9.25</u>		<u>10,337.46</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	71,493.72	500.00	0.00	71,993.72
Total Community Development	<u>71,493.72</u>	<u>500.00</u>	<u>0.00</u>	<u>71,993.72</u>
Total Cash	<u>5,086,623.77</u>	<u>467,835.11</u>	<u>1,182,928.02</u>	<u>4,371,530.86</u>

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

	General Fund	City Clerk	Payroll	Capital Fund	Escrow Account	Central Ave Drain	2015 Home Grant	USDA
Balance 8/1/22								
Checking	3,760,982.31	0.00	-3,467.92	1,240,022.59	10,328.21	0.00	0.00	71,493.72
Petty Cash	400.00							
Total	<u>3,761,382.31</u>	<u>0.00</u>	<u>-3,467.92</u>	<u>1,240,022.59</u>	<u>10,328.21</u>	<u>0.00</u>	<u>0.00</u>	<u>71,493.72</u>
Add Cash Receipts:								
Taxes, Penalties & Interest	11,765.09							
School Taxes & Penalties	11,146.34							
Water & Sewer Revenues	44,690.89							
Sales Tax	73,210.00							
State Aid and Grants	7,001.17							
Interest			271,887.00		9.25			
Transfers								
Capital Projects								
BAN/Bond Proceeds								
Other	44,975.37	2,650.00						500.00
Total Cash Receipts	<u>192,788.86</u>	<u>2,650.00</u>	<u>271,887.00</u>	<u>0.00</u>	<u>9.25</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>
Less Cash Disbursements:								
Payrolls	271,745.89		268,929.46					
Warrants	326,810.47	2,650.00		312,691.16				
Debt Service Payments				101.04				
Transfers								
Total Cash Disbursements	<u>598,556.36</u>	<u>2,650.00</u>	<u>268,929.46</u>	<u>312,792.20</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Book Balance 8/31/22	3,355,614.81	0.00	-510.38	927,230.39	10,337.46	0.00	0.00	71,993.72
Less: Deposits in Transit	6,813.10	0.00						
Add: O/S Checks	143,587.07	2,650.00	11,756.48					
Bank Balance 8/31/22	<u>3,492,388.78</u>	<u>2,650.00</u>	<u>11,246.10</u>	<u>927,230.39</u>	<u>10,337.46</u>	<u>0.00</u>	<u>0.00</u>	<u>71,993.72</u>

CITY OF MECHANICVILLE

Records

RESOLUTION: 94-22

WHEREAS, the terms of five (5) members of the City of Mechanicville Zoning and Planning Board of Appeals are set to expire/have expired; and

THEREFORE BE IT RESOLVED, that the Mayor is authorized to re-appoint Robert Chase to a one (1) year term expiring May 31, 2023; Richard Delaney to a one (1) year term expiring June 8, 2023; Dan O'Connor to a one (1) year term expiring June 10, 2023; Martin Doyle to a one (1) year term expiring October 14, 2023, and Adelynne Waldie to a one (1) year term expiring October 14, 2023 to the City of Mechanicville Zoning and Planning Board of Appeals.

INTRODUCED BY: _____

SECONDED BY: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

September 14, 2022

RESOLUTION NO.: 95-2022

WHEREAS ANDREW T HOLLENBECK IS CURRENTLY a full time employee with the City of Mechanicville; and

WHEREAS ANDREW USES HIS PERSONAL VEHICLE to travel between City facilities in which he is charged with maintaining;

NOW THEREFORE BE IT RESOLVED THE Mechanicville City Council authorizes Andrew T. Hollenbeck to be reimbursed for 10 miles per day at the Federal reimbursement rate for mileage. This resolution takes effect immediately.

Introduced By: _____

Seconded By: _____

Mayor Butler	_____
Commissioner Seber	_____
Commissioner Johnson	_____
Commissioner Hosley	_____

September 14, 2022

RESOLUTION NO.: 96-2022

WHEREAS THE CITY OF MECHANICVILLE ISSUED Request for Bids for the Replacement and/or Repair of Sidewalks which was opened on September 8, 2022; and

WHEREAS THERE WAS ONE bidder, Callanan Industries, Inc. whose bid was \$35.00 per square foot for concrete work and \$165.00 per linear foot for curbing;

NOW THEREFORE BE IT RESOLVED THAT the Mechanicville City Council rejects the bid because the prices submitted exceed what the City sees as acceptable.

Introduced By: _____

Seconded By: _____

Mayor Butler _____
Commissioner Seber _____
Commissioner Johnson _____
Commissioner Hosley _____

September 14, 2022

**CITY OF MECHANICVILLE
RESOLUTION AUTHORIZING AWARD OF BID
MECHANICVILLE RAW WATER SOURCE DAM & TRANSMISSION
IMPROVEMENTS PROJECT – CONTRACT 2
Resolution 97-2022**

WHEREAS, the City of Mechanicville (“City”) is proposing upgrades and repairs to the Upper Dam Spillway and Outlet Headwall Structure (“Project”);

WHEREAS, the City has received a \$971,000 loan and \$21,500 RD PPG obligated from USDA Rural Development 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 September 1, 2022; and

NOW, THEREFORE, BE IT RESOLVED, the City Council approves an agreement with James H. Maloy, Inc. for \$303,650.00; 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

September 12, 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. 2 – General Construction

Subject: Recommendation of Award to J.H. Maloy, 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	\$201,350.00
WM. J. Keller & Sons Construction Corp.	\$368,000.00
Rifenburg Construction, Inc.	\$344,000.00
James H. Maloy, Inc.	\$303,650.00
Carver Construction, Inc.	\$351,000.00

As shown and as noted above with the exclusion of Jersen Construction Group's bid, James H. Maloy, Inc, has submitted the lowest bid. We have reviewed the Bid from James H. Maloy, Inc. and found that it is in substantial conformance with the bidding requirements. Upon review of the bid, B&L contacted Peter Maloy from James H. Maloy, Inc. and they 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. 2 – General Construction.



James H. Maloy, 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.

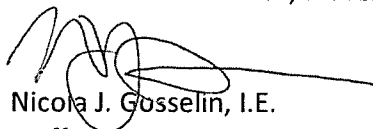
Based on the above, we recommend that the City of Mechanicville award Contract No. 2 for the General Construction of the Raw Water Source Dam and Transmission Improvements project to James H. Maloy, Inc. in the amount of \$303,650.00.

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.

A handwritten signature in black ink, appearing to read 'Nicola J. Gosselin', with a long horizontal line extending to the right from the end of the signature.

Nicola J. Gosselin, I.E.
Staff Engineer

Attachments:

Tabulation of Bids: Contract 2 – General Construction
Jersen Construction Group LLC Bid Withdrawal Letter

RESOLUTION NO.: 98-2022

NOW THEREFORE BE IT RESOLVED THAT the attached Memorandum of Agreement (MOA) dated September 6, 2022 between the City of Mechanicville, CSEA, David Sims, Michael Gaudette, Richard Allen and Martin Garland is hereby approved. The Mayor is authorized to execute the MOA on behalf of the City and issue the payments stated in the MOA.

Introduced By: _____

Seconded By: _____

Mayor Butler _____
Commissioner Seber _____
Commissioner Johnson _____
Commissioner Hosley _____

September 14, 2022

FINAL 9-6-22
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE CITY OF MECHANICVILLE
AND
CSEA
AND
DAVID SIMS
AND
MICHAEL GAUDETTE
AND
RICHARD ALLEN
AND
MARTIN GARLAND

WHEREAS, the City of Mechanicville (“City”) and CSEA, Inc., Local 1000, AFSCME, AFL-CIO, Saratoga County Local #846, City of Mechanicville Unit #8461 (“CSEA”) are parties to a collective bargaining agreement (“Agreement”); and,

WHEREAS, CSEA filed an Improper Practice Charge and subsequently filed an Amended Charge (hereinafter “Charge”) with the Public Employment Relations Board alleging that the City violated the Public Employees’ Fair Employment Act in various actions (PERB Charge U-38442); and,

WHEREAS, the City has denied the Charge; and,

WHEREAS, CSEA has filed several grievances against the City since January 1, 2022 through the date of this Memorandum of Agreement primarily relating to the award of overtime; and,

WHEREAS, the City has denied all of the grievances; and,

WHEREAS, David Sims and Michael Gaudette were formerly employed by the City of Mechanicville and members of CSEA; and, Richard Allen, and Marty Garland are currently employed by the City and members of CSEA; and,

WHEREAS, the City and CSEA have agreed to resolve the Charge under the following terms.

IT IS HEREBY AGREED:

1. **Charge and Grievances** - CSEA shall immediately withdraw the Charge and all pending grievances with prejudice. CSEA shall so notify PERB and initiate the withdrawal process.

2. **Payments** - The City shall pay to David Sims the sum of Five Thousand Dollars (\$5,000.00), less appropriate taxes and withholdings. Mr. Sims shall not be entitled to any re-employment with the City as a result of this Agreement. The City shall pay the sum of One Hundred Dollars (\$100) to Michael Gaudette, Richard Allen, and Marty Garland, less appropriate taxes and withholdings. Such payment shall be made within three weeks following notice of PERB's approval of the withdrawal request related to the Charge.

3. **Emergency Call Out Work** - The parties agree that the mechanic may be called out for emergency overtime work (e.g. snow and other weather events) by the Commissioner of Public Works unrelated to mechanic work only after first offering such work to members of the public works department and water treatment plant. CSEA agrees that the mechanic will be the first person called out by the Commissioner of Public Works for any overtime work related to mechanic work. This provision does not alter or otherwise limit the rights of Article 9, Section 2 of the Agreement.

4. **CDL Training** - The parties agree that members of the bargaining unit who are not required to possess a CDL license but wish to train and test for such a license using a City vehicle may use a City vehicle under the following conditions: first, any employee is first obligated to complete any assigned work duties; second, any request to use City vehicles must be pre-approved by the Commissioner of Public Works; third, the vehicle that will be used is subject to the approval of the Commissioner of Public Works; and, any such operation of a City vehicle must comply with all applicable laws and regulations. The parties agree and understand that even if a member uses this opportunity and obtains a CDL license, that does not change the employee's title with the City or otherwise entitle the employee to any new position.

5. **Release** - In consideration of the terms of this Agreement, except to enforce this Agreement, CSEA, Mr. Sims, Mr. Gaudette, and Mr. Allen (collectively "Releasers"), up to the date of this Agreement, waive and hereby release and discharge the City, its officers, current and

former Council members, agents and assigns from all claims and liability to the Releasors arising out of or relating to this Agreement or the circumstances leading to this Agreement including, but not limited to, (i) all claims and liability for any acts that violated or may have violated the Releasors' rights under any contract, tort, or other common law, any federal, state, or local fair employment practices or civil rights law or regulation, any employee relations statute, executive order, law, regulation or ordinance, any unemployment or workers compensation law (including any allegations of a violation of Worker's Compensation Law §120), or any other duty or obligation of any kind, and all other federal, state and local law prohibiting employment discrimination of whatsoever kind or nature; (ii) all liability for any claims whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, which were or may have been alleged against or imputed to the City by the Releasors or anyone acting on the Releasors' behalf, (iii) all asserted or unasserted rights to or claims for wages, commissions, monetary or equitable relief, or compensatory, punitive, or liquidated damages; and (iv) all asserted or unasserted rights to or claims for attorneys' fees, costs or disbursements. The Releasors agree that they will not seek or accept any award or settlement from any source or proceeding with respect to any claim or right covered by the prior release. This release is to all employees, agents, officers, and current and former Council members of the City in both their official and individual capacities. The Individual Releasors understand that nothing in this Release prevents them from filing a charge (including a challenge to the validity of this Agreement) with the U.S. Equal Employment Opportunity Commission ("EEOC") or participating in any investigation or proceeding conducted by the EEOC. However, the Individual Releasors understand and agree that they are waiving any right to recover any monetary or other personal relief as a result of any such EEOC proceedings or any subsequent legal action brought by the EEOC on their behalf behalf.

6. **Full Agreement** - This Agreement constitutes the entire agreement between the parties, supersedes all prior agreements between the parties, and may not be altered, amended, or modified except by a writing executed by both parties.

7. **Law of New York** - This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

8. **Non-Admission** – By entering into this Memorandum of Agreement, the City does not admit any violations of the Taylor Law or Agreement, nor does the Association admit that it could not prove the Improper Practice Charge or instant grievances were the matters heard and decided.

9. **Full Resolution** - This Memorandum of Agreement fully resolves any issues arising out of the Charge and grievances.

10. **Council Approval** - This Memorandum of Agreement is subject to approval by the City Council of the City of Mechanicville

DATED: _____, 2022

FOR THE CITY:

Michael Butler
Mayor

FOR CSEA:

Charles Barley
CSEA LRS

David Sims

Michael Gaudette

Richard Allen

Martin Garland

CITY OF MECHANICVILLE

Records

RESOLUTION: 99-2022

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

WHEREAS, Officer Geoghegan resignation will take place on September 16, 2022; and

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

THEREFORE BE IT RESOLVED that the City Council of the City of Mechanicville accepts the resignation letter from Officer Gerald Geoghegan and thanks him for his service to the residents of Mechanicville.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

September 14, 2022

CITY OF MECHANICVILLE

Records

RESOLUTION: 100-2022

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

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

THEREFORE BE IT RESOLVED that the Mechanicville City Council authorizes the purchase of a 2022 Dodge Durango VIN:1C4SDJFT8NC192522 at the cost of \$40,401.00 which includes delivery.

Introduced By: _____

Seconded By: _____

Mayor Butler _____
Commissioner Seber _____
Commissioner Johnson _____
Commissioner Hosley _____

September 14, 2022

CITY OF MECHANICVILLE

Records

RESOLUTION: 101-2022

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

WHEREAS, Jason McClements II is a certified police officer and has experience in this field and is willing to start immediately; and

WHEREAS, after a background investigation and interviews with Chief Rabbitt, and Detective Sergeant Dunn, Chief Rabbitt now recommends the appointment of Jason McClements II; NOW

THEREFORE BE IT RESOLVED, that the Mayor is authorized to hire Jason McClements II as a part-time police officer, at \$25.00 an hour, effective September 23, 2022.

Introduced By: _____

Seconded By: _____

Mayor Butler _____
Commissioner Seber _____
Commissioner Johnson _____
Commissioner Hosley _____

September 14, 2022
2022

RESOLUTION NO.: 102-2022

WHEREAS JAMES HERKEL HAS BEEN THE Code Enforcement Officer for the City of Mechanicville since January 2, 2019;

NOW THEREFORE BE IT RESOLVED THAT THE Mechanicville City Council hereby accepts the resignation of James Herkel effective September 9, 2022 for personal reasons and approved the agreement between the City and Mr. Herkel dated September 8, 2022. The Mayor is authorized to execute the Agreement of behalf of the City.

Introduced By: _____

Seconded By: _____

Mayor Butler _____

Commissioner Seber _____

Commissioner Johnson _____

Commissioner Hosley _____

September 14, 2022

**AGREEMENT
BY AND BETWEEN
THE CITY OF MECHANICVILLE
AND
JAMES HERKEL**

This Agreement by and between the City of Mechanicville ("City") and James Herkel, an employee of the City ("Employee"):

WITNESSETH:

WHEREAS, the Employee is employed by the City as a Building Inspector and Code Enforcement Officer; and,

WHEREAS, the Employee has been advised of concerns related to his work performance and is eligible for the protections of Civil Service Law Section 75; and,

WHEREAS, the Employee and the City have discussed the matter and mutually agreed to resolve the matter without the need for a hearing or any other litigation under the following terms and conditions.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Resignation** - Upon signing this Agreement, the Employee hereby resigns employment with the City with an effective date of September 9, 2022. The Employee shall execute the letter of resignation attached hereto which shall be presented to the City Council for its acceptance. The Employee understands and agrees that execution of this Agreement and the attached letter of resignation is irrevocable and, except for the provisions of paragraphs "4" and "5" below, may not be withdrawn prior to the acceptance of the letter of resignation and approval of the Agreement by the City Council.
2. **Paid Administrative Leave** – The Employee shall remain on paid administrative leave until the effective date of his resignation.
3. **Release** - In consideration of the terms of this Agreement, except to enforce this Agreement, the Employee, up to the date of this Agreement, waives and hereby releases and discharges the City, its officers, administrators, Council Members, agents and assigns from all claims and liability to the Employee arising out of or relating to this Agreement and the circumstances leading to this Agreement including, but not limited to, (i) all claims and liability

for any acts that violated or may have violated the Employee's rights under any contract, tort, or other common law, any federal, state, or local fair employment practices or civil rights law or regulation, any employee relations statute, executive order, law, regulation or ordinance, any claims of retaliation pursuant to the unemployment or workers compensation law (including any allegations of a violation of Worker's Compensation Law §120), or any other duty or obligation of any kind, and all other federal, state and local law prohibiting employment discrimination of whatsoever kind or nature; (ii) all liability for any claims whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, which were or may have been alleged against or imputed to the City by the Employee or anyone acting on the Employee's behalf, (iii) all asserted or unasserted rights to or claims for wages, commissions, monetary or equitable relief, or compensatory, punitive, or liquidated damages; and (iv) all asserted or unasserted rights to or claims for attorneys' fees, costs or disbursements. The Employee agrees that the Employee will not seek or accept any award or settlement from any source or proceeding with respect to any claim or right covered by the prior release. This release is to all employees, agents, officers, administrators, and Council members of the City in both their official and individual capacities. The Employee understands that nothing in this Release prevents the Employee from filing a charge (including a challenge to the validity of this Agreement) with the U.S. Equal Employment Opportunity Commission ("EEOC") or participating in any investigation or proceeding conducted by the EEOC. However, the Employee understands and agrees that the Employee is waiving any right to recover any monetary or other personal relief as a result of any such EEOC proceedings or any subsequent legal action brought by the EEOC on the Employee's behalf.

4. **Effective Date** - This Agreement shall not become effective or enforceable until the expiration of a seven (7) day revocation period which shall consist of the seven calendar day period following the Employee's execution of this Agreement. In the event the Employee revokes this Agreement and the attachment hereto by written notice to the District's counsel within the revocation period, this Agreement shall automatically be null and void.

5. **OWBPA** - In compliance with the Older Workers Benefit Protection Act, the parties expressly agree that the following statements are true:

(a) The payments and/or benefits to Employee are in addition to the standard employee benefits and anything else of value which the Employer owes Employee in connection with the Employee's employment with the City on the Employee's separation from employment;

(b) Employee has been provided twenty-one (21) days to decide whether or not to sign this Agreement or is knowingly waiving the 21 day consideration period after having been advised of the Employee's right to have 21 days to consider this Agreement;

(c) Employee will have seven (7) calendar days after signing this Agreement in which to revoke it, and this Agreement will not become effective or enforceable until that seven (7) day period has expired; and,

(d) Employee is now advised in writing of the Employee's right to consult with an attorney before signing this Agreement. Employee has carefully read this Agreement in its entirety, and the Employee fully understands the terms and significance of this Agreement which the Employee executed.

6. **Personnel File** - A copy of this Agreement shall be placed in the Employee's personnel file.

7. **Unemployment** - In the event that the Employee applies for unemployment insurance, the City will not contest the application and/or grant of unemployment insurance benefits. The City will respond to any inquiries from the Department of Labor completely and accurately, which may include disclosure of this Agreement. The final determination of eligibility for unemployment rests with the New York State Department of Labor.

8. **Employment Verification Letter** - The Mayor will provide the Employee with a letter stating his dates of employment, title, and that he resigned effective September 9, 2022 for personal reasons.

9. **Employee Acknowledgment** - The Employee acknowledges that he has been advised of the right to representation by counsel concerning the subject matter of this Agreement and that the Employee has been represented by counsel. The Employee further acknowledges that he has read this Agreement in its entirety, understands its contents, and is voluntarily entering into the Agreement including waiving his rights to a hearing without coercion or duress. By entering into this Agreement, the Employee agrees to waive any right to a hearing or appeals concerning this matter. Such waiver includes, but is not limited to, the protections of New York Civil Service

Law Sections 75 and 76.

10. **Full Agreement** - This Agreement constitutes the entire agreement between the parties, supersedes all prior agreements between the parties, and may not be altered, amended, or modified except by a writing executed by both parties.

11. **Binder** - This Agreement shall bind James Herkel, his heirs and assigns; and the City, its agents, successors and assigns.

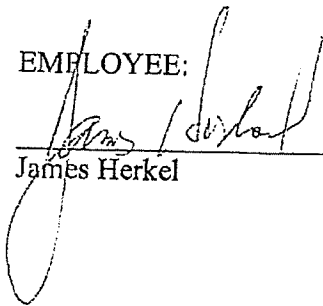
12. **Council Approval** - This Agreement is subject to final approval by the City Council.

Dated: September __, 2022

FOR THE CITY:

Michael Butler
Mayor


EMPLOYEE:



James Herkel

STATE OF NEW YORK)
)ss.:
COUNTY OF Saratoga)

On this 8th day of September, 2022, before me, the subscriber, personally appeared James Herkel, to me personally known and known to me to be the same person described in and who executed the within instrument, and he duly acknowledged to me that he executed the same.



Notary Public, State of New York

STATE OF NEW YORK)
)ss.:
COUNTY OF)

KRISTINA A. GALARNEAU
Notary Public, State of New York
Registration No. 01GA5028077
Qualified in Saratoga County
Commission Expires May 23, 2026

On this day of _____, 2022, before me, the subscriber, personally appeared Michael Butler, Mayor of the City of Mechanicville, to me personally known and known to me to be the same person described in and who executed the within instrument, and he duly acknowledged to me that he executed the same in his capacity as Mayor.

Notary Public, State of New York

RESOLUTION NO.: 103-2022

WHEREAS AT IT'S JUNE 8, 2022 COUNCIL MEETING the Mechanicville City Council appointed Matthew Coreno to the position of Working Supervisor on a temporary basis until a permanent Commissioner of Public Works took office;

NOW THEREFOR BE IT RESOLVED THAT THE Mechanicville City Council appoints Matthew Coreno to the position of Working Supervisor on a permanent basis at an hourly rate of \$31.80 per hour as per CSEA contract. This appointment shall take effect upon a positive majority vote of the City Council.

Introduced By: _____

Seconded By: _____

Mayor Butler _____
Commissioner Seber _____
Commissioner Johnson _____
Commissioner Hosley _____

September 14, 2022

RESOLUTION NO.: 104-2022

WHEREAS THERE IS AN VACANCY IN the City's Code Enforcement position; and

WHEREAS IT IS IMPORTANT THE CITY HAS a Code Enforcement Officer available to the public; and

WHEREAS KYLE WOODARD HAS THE QUALIFICATIONS to assume the role of City Code Enforcement Officer;

NOW THEREFOR BE IT RESOLVED THAT THE MECHANICVILLE CITY COUNCIL appoints Kyle Woodard to a Part Time position as City Code Enforcement Officer at an hourly rate of \$27.50 per hour not to exceed 29 hours per week. The appointment shall take place upon a positive majority vote of the City Council.

Introduced By: _____

Seconded By: _____

Mayor Butler _____
Commissioner Seber _____
Commissioner Johnson _____
Commissioner Hosley _____

September 14, 2022

RESOLUTION NO. 105-22

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

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

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

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

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

<u>Account No.</u>	<u>Source</u>	<u>Amount</u>
A0-2389-000	MISC REVENUE - OTHER GOVERNMENT	\$ 6,888
A0-2655-000	SALES - OTHER	\$ 5,275

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>	
A0-6772-405	PROG FOR AGING - TRAVEL	\$ 2,288	Bus Trip
A0-7620-407	SENIOR CENTER - REPAIRS & MAINTENANCE	\$ 4,600	Generator Repairs
A0-8510-410	COMM. BEAUTIFICATION - CONTRACTED	\$ 5,275	Banners

Introduced by: _____

Seconded by: _____

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

Dated: _____ September 14, 2022

RESOLUTION N° 106-2022

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

PAYROLL	8/18/2022	\$	93,716.59
PAYROLL	9/1/2022	\$	85,845.59
		\$	179,562.18

With an expenditure breakdown by fund as follows:

GENERAL A0 FUND	\$	190,539.15
WATER FX FUND	\$	39,244.14
SEWER G0 FUND	\$	7,281.30
CAPITAL PROJECTS H0 FUND	\$	428,591.16
PAYROLL TA FUND	\$	179,562.18
TOTAL	\$	845,217.93

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: _____ September 14, 2022