

# Public Meeting 7:00 PM October 2, 2024 MAYOR NICHOLAS BODKIN PRESIDING

# Agenda

# **Public Forum**

- 1. Grant Projects Update
  - a. Carbon Filtration
    - i. Project Status
    - ii. Condensation Mitigation
  - b. GIGP
    - i. Project Update
    - ii. Meter Pit Discussion and Decision
    - iii. Davis-Bacon and Document Collection Form
  - c. Ferry Blvd
    - i. DOH Discussion
    - ii. Current status of mitigation and plan moving forward.
- 2. Motion to Approve the Bills and Payroll as Audited
  - a. General \$39,815.87
  - b. Water \$4,373.88
  - c. Sewer \$2,332.91
  - d. Payroll
    - i. 09/18/24 \$21,606.10
    - ii. 09/25/24 \$27,819,92
- 3. Motion to receive and file monthly Animal Control Report, PD. DPW
- 4. Motion to allow Mayor to sign Engineering engagement agreement
- 5. Downtown Revitalization Committee
- 6. Fire Department Generator transfer switch
- 7. Water/Sewer Billings
- 8. Minutes Status Update
  - a. Audio recordings are all up to date and posted. Written minutes will be available for review for the next meeting.



- 9. Personnel Updates
  - a. New Employee
    - i. Heather Runnalls DPW
    - ii. John Rosati Per diem Water Sewer Operator
    - iii. Gavin Holligan DPW
- 10. MS4 Filing
  - a. Posted on Village website under Public Notices
- 11. 23-24 AFR Filing
  - a. Available for review in Clerk's Office
- 12. RFP for AGFTC Route 9 Corridor Study
  - a. Administered by AGFTC
- 13. Old Business
  - a. Dispensary
  - b. Fire Department Contract
  - c. Amp Energy update
  - d. Museum Placard update
  - e. Bridge Lighting
  - f. Lead Service Line Inventory
  - g. FD Flooring
- 14. New Business
  - a. Saratoga County Grant Award
    - i. Motion to allow the Mayor to sign acceptance of Grant Award
- 15. Trustee Reports
- 16. Mayor's Report
  - a. Thank you to volunteers for gazebo work
- 17. Executive Session: GIGP, Fire contract, Employee request

# New York State Environmental Facilities Corporation CERTIFICATION OF DAVIS-BACON COMPLIANCE

SRF Project No.: C5-7505-02-00 /GIGP 1872 -SRF Recipient Name: Village of South Glens Falls

Contractor Name: Ferguson Enterprise, LLC
Period From: 4/21/2024 To: 4/27/2024

The undersigned certifies, to the best of his or her knowledge and belief, based on a review of payroll reports for the above-referenced contractor during the above-specified period that the above-referenced project:

Complies with the requirements of 29 CFR § 5.5(a)(1) and that all laborers and mechanics employed by contractors and subcontractors engaged in contracts for the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the Clean Water State Revolving Fund, or engaged in contracts for any construction project carried out in whole or in part with assistance made available by a Drinking Water State Revolving Fund, are paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Signature of Authorized Official	-
Title:	
Date:	

# U-S. Department of Labor

Wage and Hour Division

PAYROLL

[For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

U.S. Wage and Hour Division Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.:1235-0008 Expires: 07/31/2024 NET WAGES PAID FOR WEEK \$1,192.86 \$1,148.40 \$1,299.59 \$1,249.28 \$226.05 6 TOTAL \$395.89 \$28.15 \$631.00 \$564.06 \$530.12 PROJECT OR CONTRACT NO. OTHER \$69.08 \$65.50 \$3.27 \$6.64 \$86.87 (8) DEDUCTIONS \$0.95 \$6.95 \$5.92 \$6.64 ~ \$92.36 \$87.30 \$75.81 \$4.48 \$1.58 WITH-HOLDING TAX \$192.62 \$253.10 \$399.78 \$234.56 \$0.00 WATER METER PROJECT VILLAGE OF SOUTH GLENS FALLS, NY \$121.54 \$136.12 \$19.45 \$136.13 \$142.57 FICA ADDRESS 263 HORTON HWY MINEOLA, NY 11501 GROSS AMOUNT EARNED \$1,779.40 \$1,863.65 \$1,779.40 \$1,588.75 \$254.20 8 PROJECT AND LOCATION 22.15 22.15 22.15 22,15 22.15 \$84.25 \$84.25 \$84.25 \$84.25 RATE OF PAY \$84.25 9 41.40 41.40 41.40 41.40 41.40 25.00 TOTAL 28.00 28.00 28.00 4.00 1.00 œ S 27 HOURS WORKED EACH DAY щ 56 8.00 8.00 8.00 8.00 (4) DAY AND DATE H 25 5.00 8.00 8.00 8.00 3 24 8.00 8.00 8.00 8.8 1.00 23 4.00 4.00 4.00 4.00 4.00 04/27/2024 Σ 22 7 S OT. OR ST. 0 Ø 0 Ø 0 S 0 Ø 0 Ø 0 Ø 0 S 0 FOR WEEK ENDING SAKS UTILITY SOLUTIONS LLC WORK CLASSIFICATION PLUMBER PLUMBER PLUMBER PLUMBER PLUMBER 3 OR SUBCONTRACTOR V NO. OF EXEMPTIONS 8 0 0 0 0 0 NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER CHRISTOPHER G OSORIO VICTORIA A VASSALLO JERMAINE L SIMPSON NAME OF CONTRACTOR € GIVANNIE J PARKES XXX-XX-4796 DIARAM T GOPAUL XXX-XX-8505 XXX-XX-5657 XXX-XX-8843 XXX-XX-7597 PAYROLL NO.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the percenting week," U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to automit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborar or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information to determine that employees have received legally required wages and fringe benefits.

# Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.

(Name of Signatory Party)  (Title)  (Title)	tractor or Subcontractor)  Intercet or Subcontractor)  Intercet or Subcontractor)  Intercet or Subcontractor)  Exception (CRAFT)  EXPLANATION  EXPLANATION  EXPLANATION  EXPLANATION  And ending the 27 day of April 2024  have been paid the full weekly wages eamed, that no rebates have indirectly to or on behalf of said  ITILITY SOLUTIONS LLC
do hereby state: (1) That I pay or supervise the payment of the persons employed by SAKS UTILITY SOLUTIONS LLC	oject  and ending and paid the f y to or on by y to or or or or y to or y

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

06/03/2024

Date

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

Alina Pryga Kolos



This Document Collection Form is a tool for EFC and DOH to collect and review certain construction documentation for EFC-funded projects in order to assist the Recipient in complying with applicable legal and contractual obligations. The Recipient should complete and return the form to Abby Luscier by: 10/11/2024 . Failure to return the completed form by the return date may result in project disbursements being withheld. Please see the Document Collection Form Instructions for further guidance.

# **PART I: ALL PROJECTS**

#### Section 1.1: General Information

Recipient Name: Village of South Glens Falls

Recipient Contact Name: Nicholas J. Bodkin Email: mayor@sgfny.com

Affiliation to Project (Title): Mayor Phone Number:

SRF Project Name: Water Meter Upgrade SRF Project No.: C5-7505-02-00 | GIGP 1872

Plan & Specification Title: South Glens Falls Water Meter Project

**Project Description:** 

The Village of South Glens Falls will use GIGP funds to upgrade existing water meters at commercial properties as well as install water meters at unmetered residential properties. The addition of an Automatic Meter Reading system will provide water efficiencies that will help the Village meet it's water demand, which it has failed to do during summer months.

#### **Section 1.2: Project Information**

Contract ID/Contractor Name:	Ferguson Enterprise LLC	
Percent of Work Completed:	50%	
Substantial Completion Date:		

1. Are regular project status meetings held?

Yes V No

If yes, identify frequency:

#### **Section 1.3: Subcontractor Information**

Explain how the required contractual language in EFC's Terms & Conditions is incorporated into the subcontracts (e.g. by reference, attachment to the contract, etc.):

The EFC Terms and Conditions Packet is attached to each agreement.



# Section 1.4: Minority- and Women-Owned Business Enterprises (MWBE) / Disadvantaged Business Enterprises (DBE)

The following have approved full-contract waivers: Ferguson Enterprise LLC

3.	Do all prime contractors with approved MWBE/DBE utilization plans provide monthly MWBE/DBE reports?	✓ Yes	No
4.	Is proof of payment attached to the monthly MWBE/DBE reports?	Yes	✓ No
5.	Does the Recipient use the monthly MWBE/DBE reports to generate the quarterly MWBE/DBE reports?	Yes	✓ No

# **Section 1.5: Documents Requested**

	Document Requested		ment ched	Notes (provide explanation fo	
			No	documents not attached	
	Project Information				
a.	Most recent resident engineer report/daily construction log	~			
	Subcontracts If subcontractors are not used on this project, indicate as s	uch in t	he Not	es column.	
b.	Two (2) subcontractor agreements. Must be signed by both parties.		~	MWBE Full Waiver	
C.	Two (2) completed subcontractor Lobbying Certifications (40 CFR Part 34; for subcontracts >\$100,000)		V	MWBE - Full Waiver N/A – Grant Only	



# PART II: CWSRF TREATMENT WORKS AND DWSRF PROJECTS

✓ This Part IS required to be completed.

This Part IS NOT required to be completed.

_				
	Section 2.1: Wage Interviews			
1.	Have wage interviews been performed for each contract?	Yes	✓ No	
	Note that wage interviews must be performed at least one time during construction.			
2.	Is Standard Form 1445 or an equivalent wage interview form used to memorialize the interviews?	Yes	✓ No	
	Section 2.2: Apprentices and Trainees			
3.	Are apprentices and/or trainees used on this project?  If no, skip to Question 4.	Yes	✓ No	
	Are apprentices and/or trainees registered pursuant to the corresponding requirements below?	Yes	No	
	Apprentices must be registered with (1) a program approved by the United States Department of Labor ("DOL"), Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (the "Office") or (2) a State Apprenticeship Agency recognized by the Office.  Trainees must be registered in a program approved by the DOL, Employment and Training Administration.			
	If no, please explain:			
	Apprentices and/or trainees are employed in probationary employme Apprentices and/or trainees are paid applicable federal wage rates o wage determination for the classification of work actually performed. Other:	n the		
	b. Is the ratio of apprentices and trainees to journeymen			
	in compliance with applicable rules for this project?	Yes	No	
	Section 2.3: American Iron and Steel (AIS)			
1.	Is an AIS de minimis tracking record kept for the project and/or contract?	✓ Yes	No	
5.	The following project-specific AIS waivers have been approved: None			



# **Section 2.4: Documents Requested**

Document Requested		ument ched	Notes (provide explanation for		
<u> </u>	Yes	No	documents not attached)		
Prevailing Wages					
a. One (1) certified payroll form with accompanying Statement of Compliance for each prime contractor	~				
b. Two (2) completed wage interview forms, if available		V	Interviews not yet		
AIS			* * *		
c. AIS Certifications* for the following components:			h		
Precast concrete meter pit		~	Not applicable to this project.		
Meter pit manhole frame and cover		~			
*Confirm that all submitted AIS certifications contain the following:   Specific product(s) delivered to the project site,			Note: Water Meters themselves are exempt from AIS requirements, but contractor needs to follow AIS compliance for all other aspects of the		
□ Location(s) of the foundry/mill/factory where the product was manufactured (City and State),			project.		
□ Name of the project and/or jurisdiction to which the product was delivered,					
☐ Signature of company representative, and					
☐ Reference to EPA AIS requirements.					



# PART III: PROJECTS FUNDED BY STATE FINANCIAL ASSISTANCE ONLY

This Part IS required to be completed.

✓ This Part IS NOT required to be completed.

# Section 3.1: Service-Disabled Veteran-Owned Business Enterprises (SDVOB)

The following have approved full-contract waivers:

1.	Do all prime contractors with approved SDVOB utilization plans		/
	provide Monthly SDVQB reports?	Yes	No
2.	Is proof of payment attached to the Monthly SDVOB reports?	Yes	No
3.	Does the Recipient use the Monthly SDVOB reports to		
	generate the quarterly SDVOB reports?	Yes	No

# Section 3,2: Documents Requested

Document Requested		ment ched	Notes (provide explanation for
	Yes	No	documents not attached)
Subcontracts			
a. Two (2) completed subcontractor EEO Policy Statements			

# **PART IV: EQUIVALENCY PROJECTS**

This Part IS required to be completed.

✓ This Part IS NOT required to be completed.

# Section 4.1: Build America Buy America (BABA)

\(\)\(\)\(\)\(\) a BABA de minimis tracking record kept for the project and/or contract?

Yes No

2. The following project-specific BABA waivers have been approved:

3. Are the Recipient and its contractors in compliance with 2 CFR 200.216, prohibiting the use of certain telecommunication and video surveillance services or equipment?

Yes No

# Section 4.2: Documents Requested

Document Requested		ment ched	Notes (provide explanation for
	Yes	No	documents not attached)
ВАВА			
a. BABA Certifications* for the following components:			
	1		
	1		
		1	
*Confirm that all ask-itts to ADA I'd all		1	
*Confirm that all submitted BABA certifications contain the following:  □ Specific product(s) delivered to the project site,		Ì	
☐ Identify the product category (iron and steel, manufactured			
product, or non-ferrous construction material),			
<ul> <li>Location s) of the foundry/mill/factory where the product was manufactured (City and State),</li> </ul>			
☐ Name of the project and/or jurisdiction to which the product was			
delivered,			
<ul> <li>✓ Signature of company representative, and</li> <li>□ Reference to EPA BABA requirements (or EPA AIS requirements,</li> </ul>			
for iron and steel products only).			



# **PART V: RECIPIENT CERTIFICATION**

I certify that the information contained herein is true, accurate, and complete to the best of my knowledge and belief.

By:

Name:

Title:

Authorized Municipal Representative

Date

# SOUTH GLENS FALLS ANIMAL CONTROL

Report for September 2024

# Complaints:

7 calls on stray felines, 5 on canines, 1 on a snake on the lower trail (garden snake sunning itself). 8 calls on foxes, 1 on a grey squirrel, 1 bat.

8 informational calls and 1 call on a porcupine on the upper trial.

E. G. Robbins, ACO

September 30th, 2024



South Glens Falls, New York 12803-1210 Telephone (518) 792-4033 Fax (518) 792-0299

# **BOARD MEETING** October 2, 2024

# WATER/WASTE WATER TOTALS:

WATER: 15,402,000

**WASTEWATER: 8,280,000** 

17

Avg. day: 513,000

Avg. day: 276,000

Max. day: 852,000 9/18

Min. day: 406,000 9/27

Max. day: 310,000 9/7&8 Min. day: 240,000 9/21

Town Water: 000

- 1) Emergency Water Shut Offs:
- 2) Emergency Sewer Calls: 9/16 1A Lydia St.
- 3) 9/3 Blacktop aprons and water repair ditches.
- 4) 9/3-9/4 Finish painting croswalks.
- 5) 9/11 Water service repair, 51 Second St...
- 6) 9/16 Put away flower boxes.
- 7) 9/18 Flush all hydrants staing at 3am.
- 8) 9/19 Remove section of water main on Ferry Blvd.
- 9) 9/20 Repair hydrant @ 132 Hudson St.
- 10) 9/23-9/24 Remove and replace roof on well house #2.
- 11) 9/30 Repairing catch basin covers.
- 12) Full mowing operations are ongoing.
- 13) Property, building, equipment, and infrastructure maintenance continues.
- 14) Sweeping, yard waste pick up, and street maintenance operations are ongoing.

J Chagnon

**Public Works Superintendent** 

<sup>&</sup>quot;This institution is an equal opportunity provider and employer"

# Water System Operation Report

4500170	Saratoga		Village of South Glens Falls
Public Water Supply ID#	County		Town, Village, or City
Village of South Glens Falls	September-24		
Public Water System Name	Reporting Month/Year	Date Report Submitted	Source Water Type(s)

		_				Chlor	ination					T	T	I.
	Treated water	LV	G: maer	as Cl <sub>2</sub>	-	Free (	Chlorine R	esidual at	Entry Poir	nt (mg/l)		PH	Temp.  13.5 13.5 13.4 13.1 13.1 13.2 13.4 13.2 12.6 12.7 12.5 12.4 12.6 12.7 12.8 12.8 12.8 12.8 12.7 12.7 12.9 12.7 12.6 12.7 12.9 12.7 12.6 12.7 12.9 12.7 12.6 12.7 12.9 12.7 12.6 12.7 12.9 12.7 12.6 12.6 12.5 12.5 12.5	Phospha
Date	volume (1,000 gallons/day)	rem	eight aining s.) I	Chlorine used per day (lbs.)	0000	0400	0800	1200	1600	2000	Max.	su	°C	PPM
1	498.1	151,8	55,7		1.25	1.29	1.30	1.19	1.23	1.20	1.30	7.36	13.5	1.07
2	493.8	151.3	49.9	6.2	1.21	1.27	1.19	1.19	1.19	1.23	1.27	7.4		1.12
3	505.1	151.0	44.0	6.2	1.20	1.30	1.31	1,17	1.18	1.23	1.31	7.39		1.14
4	592.9	151.0	38.0	6.0	1.20	1.29	1.28	1.15	1.18	1.17	1,29	7.37		1.15
5	542.7	151.2	32.2	5.8	1.17	1.25	1.21	1.14	1.19	1.23	1.25	7.41		1.13
6	513.7	151.2	26.9	5.4	1.20	1.29	1.16	1.16	1.17	1.21	1.29	7.43		1.19
7	499.9	151.1	22.1	4.9	1.18	1.24	1.28	1,17	1.16	1.22	1.28	7.43		1.17
8	451.6	150.5	16.6	6.0	1.24	1.23	1.29	1.23	1.18	1.24	1.29	7.35		1.18
9	427.4	150.6	12.0	4.6	1.26	1.25	1.29	1.21	1.25	1.27	1.29	7.28		1.19
10	476.6	146.0	11.8	4.8	1.22	1.33	1.31	1.17	1.22	1.20	1.33	7.29		
11	518.7	140.4	151.0	5.6	1.23	1.28	1,23	1.20	1.25	1.23	1.28	7.28		1.06
12	559.2	134.8	151,4	5.6	1.23	1.29	1.23	1.19	1.18	1,25	1.29	7.29		-
13	495.7	130.2	151.6	4.6	1.21	1.30	1.27	1.14	1.19	1.24	1.30	7,3		1.13
14	533.7	124.8	151.8	5.4	1.19	1.28	1.31	1.20	1.17	1.21	1.31	7.29		1.13
15	520.7	119.4	152.0	5.4	1.19	1.26	1.29	1,20	1.17	1.21	1.29	7.28		1.09
16	629.4	112.8	152.0	6.6	1,19	1.27	1.29	1.14	1.17	1.16	1.29	7.28	-	-
17	511.4	107.2	152.0	5,6	1.16	1.26	1.22	1.17	1.23	1.24	1.26	7.28		1.13
18	852.3	98.6	151.8	8.8	1.23	1.30	1.02	1.07	0.93	0.90	1.30	7.26		1.12
19	565,5	92.8	152.0	5,8	0.85	0.89	0.83	0.75	0.87	0.94	0.94	7.29		
20	518.9	86.8	151.8	6.2	1.03	1.08	1.20	1.10	1.10	1.19	1.20	7.32		1.06
21	490.0	81.5	152.0	5.3	1.18	1.26	1.27	1.19	1.17	1.20	1.27	7.29	-	1.11
22	531.1	75.6	151.6	6.3	1.20	1.26	1,28	1.17	1.15	1.18	1.28	7.25		1.18
23	532.7	69.6	151.4	6.2	2.15	1,26	1.25	1.13	1.17	1.22	1.26	7,28		
24	486.7	64.0	151.0	6.0	1.19	1.30	1.30	1.20	1.16	1.20	1.30	7.27		1.09
25	496.8	58.4	150.8	5.8	1.19	1.27	1.31	1.20	1.18	1.25	1.31	7.26		1.15
26	407.5	54.0	150.6	4.6	1.22	1.29	1.33	1.24	1.28	1.29	1.33	7.27		1.12
27	406.1	49.4	151.0	4.6	1.23	1.28	1.33	1.24	1.26	1.27	1,33	7.25		1.11
28	419.3	44.8	151.2	4.6	1.23	1.29	1,34	1.26	1,25	1.25	1.34	7.26		1.12
29	453.9	39.6	151.2	5,2	1.22	1.28	1.30	1.22	1.23	1.25	1,30	7.25	12.7	1.05
30	470.3	34.2	151.2	5.4	1.21	1.29	1.30	1,20	1.23	1.26	1.30	7.25	12.7	
31								7,000		1.20	N/A	1.23	12.9	0.99
otal	15,402			163,49	1930	1000		NOTE:	-300		IVA	219.21	385.1	33.44
VG.	513	RIG		5.637586207		-			0500	Distri		7.307	12.8367	1.11467
IAX	852			8.77	5 05	00 70				100		7.43	13.5	
IIN.	406	1 DE all		4.59		No.			-			7.25	12.4	0.99

Reported by:	Alan Dubois Jr	Title:	Operator in Charg NYS DOH Operator Number:	NY0041732
Signature:	alle	Date:	10/1/24 Operator Grade Lev	на,пв,с,р

# South Glens Falls Sewer Totals 2024

Sunday, September 01, 202		280	X 1000 Gallons
Monday, September 02, 202	4 AD	290	X 1000 Galions
Tuesday, September 03, 202		290	X 1000 Gallons
Wednesday, September 04, 202	4 AD	310	X 1000 Gallons
Thursday, September 05, 2024	4 AD	270	X 1000 Gallons
Friday, September 06, 202	4 AD	270	X 1000 Gallons
Saturday, September 07, 2024	4 AD	310	X 1000 Gallons
Sunday, September 08, 2024	4 AD	310	X 1000 Gallons
Monday, September 09, 2024	AD	270	X 1000 Gallons
Tuesday, September 10, 2024	1 AD	270	X 1000 Gallons
Wednesday, September 11, 2024	1 AD	270	X 1000 Gailons
Thursday, September 12, 2024	AD	250	X 1000 Gallons
Friday, September 13, 2024	AD	270	X 1000 Gallons
Saturday, September 14, 2024	AD	260	X 1000 Gallons
Sunday, September 15, 2024	AD	290	X 1000 Gallons
Monday, September 16, 2024	AD	260	X 1000 Gallons
Tuesday, September 17, 2024	AD	280	X 1000 Gallons
Wednesday, September 18, 2024	AD	280	X 1000 Gallons
Thursday, September 19, 2024	AD	260	X 1000 Gallons
Friday, September 20, 2024	AD	280	X 1000 Gallons
Saturday, September 21, 2024	AD	240	X 1000 Gallons
Sunday, September 22, 2024	AD	300	X 1000 Gallons
Monday, September 23, 2024	AD	270	X 1000 Gallons
Tuesday, September 24, 2024	AD	270	X 1000 Gallons
Wednesday, September 25, 2024	AD	260	X 1000 Gallons
Thursday, September 26, 2024	AD	280	X 1000 Gallons
Friday, September 27, 2024	AD	260	X 1000 Gallons
Saturday, September 28, 2024	AD	260	X 1000 Gallons
Sunday, September 29, 2024	AD	280	X 1000 Gallons
Monday, September 30, 2024	AD	290	X 1000 Gallons
			X 1000 Gallons
			X 1000 Gallons
	TOTAL:	8280	X 1000 Gallons
	TOTAL:	8280000	
	AVERAGE:	276	
	MIN:	240	
	MAX:	310	

# Village of South Glens Falls Water Plant

Date:	Total Gallons:	Clear Wall Call	B 10 11	
		Clear Well Gallons:	Pumped Gallons:	Returned Gallons:
September 1, 2024	845,783	494,260	498,131	351,523
September 2, 2024	830,648	492,783	493,802	337,865
September 3, 2024	835,739	499,599	505,137	336,140
September 4, 2024	842,794	582,277	592,947	260,517
September 5, 2024	832,033	544,836	542,734	287,197
September 6, 2024	830,157	508,390	513,742	321,767
September 7, 2024	841,950	495,222	499,949	346,728
September 8, 2024	841,275	447,639	451,598	393,636
September 9, 2024	834,537	423,330	427,392	411,207
September 10, 2024	840,719	472,256	476,599	368,463
September 11, 2024	839,094	516,706	518,705	322,388
September 12, 2024	832,264	558,741	559,154	273,523
September 13, 2024	822,947	490,548	495,700	332,399
September 14, 2024	833,920	525,620	533,672	308,300
September 15, 2024	830,936	525,114	520,698	305,822
September 16, 2024	847,416	626,653	629,411	220,763
September 17, 2024	817,775	509,225	511,391	308,550
September 18, 2024	941,480	846,002	852,341	95,478
September 19, 2024	814,960	555,167	565,540	259,793
September 20, 2024	822,778	523,771	518,908	299,007
September 21, 2024	824,057	479,787	489,972	344,270
September 22, 2024	833,112	537,050	531,085	296,062
September 23, 2024	831,147	527,893	532,723	303,254
September 24, 2024	823,466	482,223	486,656	341,243
September 25, 2024	833,452	490,645	496,754	342,807
September 26, 2024	835,606	402,992	407,487	432,614
September 27, 2024	831,429	406,337	406,128	425,092
September 28, 2024	828,886	409,755	419,317	419,131
September 29, 2024	829,024	456,001	453,880	373,023
September 30, 2024	827,854	466,899	470,342	360,955
				0
Totals:	25,077,238	15,297,721	15,401,895	9,779,517

Hours	Gallons	Нуро
1822	0	
1822	0	
1822	0	(
1822	0	
1822	0	(
1822	0	(
1822	0	(
1822	0	0
1822	0	C
1822	0	0
1822	0	0
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1833.9	89,250	17.5
1833.9	0	0
1833.9	0	0
1833.9	0	0
1833.9	0	0
1833.9	0	0
1833.9	0	0
and	Winterized	



# Department of Public Safety

Division of Police 5 West Marion Avenue South Glens Falls, NY 12803

Phone: (518) 792-6336 (518) 792-4173

Fax: (518) 792-6481 David J. Gifford, Chief of Police

# **MONTHLY REPORT FOR SEPTEMBER 2024**

Calls / Services Total Investigations Alarms Funeral Escorts Personal Injury Accidents Property Damage Accidents Open Doors & Windows House Checks Assist Other Agencies (Police,Fire,EMS) Uniform Traffic Tickets Parking Tickets D.W.I. Arrests Penal Law Arrests	377 0 1 3 1 9 0 3 10 40 13 0	Violations Misdemeanors Felonies Warrant	1 6 1
Traffic Details Larcenies Reported Criminal Mischief Reported Burglaries Reported Mileage 7G277 15 Mileage 7G275 2277 Mileage 7G276 365 Total 2657	16 9 0 1		

Respectfully submitted,

David J. Gifford Chief of Police

cc: Mayor & Trustees

# C.T. MALE ASSOCIATES

#### **CONTRACT AGREEMENT**

Project No.:		

Agreement made this 25th day of September 2024, by and between C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C., a Design Professional Corporation registered in New York State and authorized to do business in the State of New York, (hereinafter called C.T. MALE ASSOCIATES); and Village of South Glens Falls (hereinafter called the CLIENT).

CLIENT and C.T. MALE ASSOCIATES agree as follows:

- A. CLIENT and C. T. MALE ASSOCIATES, for the mutual consideration hereinafter set forth, agree as follows:
  - C.T. MALE ASSOCIATES will perform General Engineering and Grant Services on an as-needed basis for the remaining calendar year 2024 and 2025. The services will generally include:
  - Perform engineering and NYS Building Code reviews for the Building Department on an as-needed basis.
  - Complete evaluation, design, bid and construction services for infrastructure related projects
  - Conduct environmental services related to ACM, lead paint and groundwater testing.
  - Complete construction observation services on selected utility related projects.
  - Perform stormwater management review and/or design for the Village as an MS4.
  - Perform land survey services as requested by the Village.
  - Provide land planning and landscape architecture services at the request of Planning staff and Village Board.
  - Provide Grant Writing assistance, administration, research and strategy for housing, downtown revitalization and infrastructure related projects.
- B. CLIENT agrees to pay C. T. MALE ASSOCIATES as compensation for services as follows:

See Attachment 1 – Hourly Rate Table which summarizes applicable rates by staff title.

In general, compensation for above referenced services will be billed at the hourly rate for the individual performing the work. For invoices paid by credit card, a 3.5% charge will be applied to each invoice in addition to the base contracted amount. Fees and other charges will be invoiced monthly. The amount of each invoice shall be due at the time of billing and within 30 days of the invoice. For specific design or study related projects, C.T. MALE ASSOCIATES will provide the CLIENT a separate proposal for the work.

C. CLIENT shall furnish the following:

N/A

- D. This Agreement, as signed by the CLIENT and/or his/her representative, includes the following Standard Terms and Conditions incorporated herein by this reference.
- E. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.
- F. CLIENT shall provide C.T. MALE ASSOCIATES personnel with any information regarding potential hazards or whether personal protective measures are required when working on project site(s) associated with this contract and that C.T. MALE ASSOCIATES personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on.

#### AGREED TO:

#### **VILLAGE OF SOUTH GLENS FALLS**

46 Saratoga Ave. South Glens Falls, NY 12803 Phone: (518) 793-1455 Email: mayor@sgfny.com

#### AGREED TO:

C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C.

50 Century Hill Drive Latham, NY 12110 Phone: (518) 786-7400 Fax: (518) 786-7299

Ву:			By:		
	(Authorized Signature)	(Date)		(Authorized Signature)	(Date)
Name:			Name:	James R. Edwards, P.E.	
Title:			Title:	VP Risk Management	

#### STANDARD TERMS AND CONDITIONS OF AGREEMENT

- EXTRA WORK: Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes or governmental agencies, 1. changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof. All extra work to be authorized by CLIENT in writing prior to commencement by C.T. MALE ASSOCIATES.
- 2. OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES: All tracings, specifications, computations, survey notes and media files and other original documents as instruments of service are and shall remain the property of C.T. MALE ASSOCIATES unless otherwise provided by law. CLIENT shall not use such items on other projects without C.T. MALE ASSOCIATES' prior written consent. C.T. MALE ASSOCIATES shall not release CLIENT's data without authorization.
- LIMITATIONS OF PROBABLE COST: Any opinion of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.
- APPROVAL OF WORK: The work performed by C.T. MALE ASSOCIATES shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.
- DELAY: Any delay, default, or termination in or of the performance of any obligation of C.T. MALE ASSOCIATES under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove C.T. MALE ASSOCIATES' work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of C.T. MALE ASSOCIATES' work, or any other acts of the CLIENT or any other Federal, State, or local government agency, or any other cause beyond C.T. MALE ASSOCIATES' reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of C.T. MALE ASSOCIATES as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
- TERMINATION: The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, C.T. MALE ASSOCIATES shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay C.T. MALE ASSOCIATES within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, C.T. MALE ASSOCIATES, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured without consequence. No delay or omission on the part of C.T. MALE ASSOCIATES in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.
- 7. INDEMNIFICATION: CLIENT shall indemnify, defend and hold C.T. MALE ASSOCIATES harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by C.T. MALE ASSOCIATES or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by C.T. MALE ASSOCIATES' own negligence.
- LITIGATION: Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection,
- including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.

  9. REPLACEMENT OF SURVEY STAKES: C.T. MALE ASSOCIATES, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time basis. It will be the CLIENT's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT's responsibility to protect said stakes until such time as construction takes place.
- 10. MAPPING: Areas obscured by dense vegetation or shadow will be labeled as "DENSE WOODS", "SHADOW", or "OBSCURED AREA". C.T. MALE ASSOCIATES cannot certify as to the accuracies within these areas. Field verification of such area(s) must be undertaken and is not included within the scope of this Agreement unless explicitly stated.
- 11. OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY: The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of C.T. MALE ASSOCIATES' field representative will be for the purpose of providing observation and field testing. Under no circumstances is it C.T. MALE ASSOCIATES' intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of C.T. MALE ASSOCIATES' field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of C.T. MALE ASSOCIATES' field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that C.T. MALE ASSOCIATES will not be responsible for job or site safety on the project.
- 12. RESTRICTIONS ON USE OF REPORTS: It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.
- RISK ALLOCATION: The CLIENT agrees that C.T. MALE ASSOCIATES' liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of \$100,000.00, or C.T. MALE
- ASSOCIATES' total fee for services rendered on the project.

  14. CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include. but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

  15. CLIENT RESPONSIBILITIES: Client shall be responsible for providing all reasonable assistance required by C.T. MALE ASSOCIATES in connection with
- Services, including, without limitation, any assistance specified in the Proposal. In particular, Client will provide the following:

Reasonable ingress to and egress from the Site by C.T. MALE ASSOCIATES and/or its subcontractors and their respective personnel and equipment.

Clean, secure, and unobstructed space and areas at the Site for C.T. MALE ASSOCIATES equipment and vehicles or those of C.T. MALE ASSOCIATES' subcontractors.

Information in the possession of Client (including, without limitation, facility and/or Site schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or above ground at the Site that pertain to the stated scope of work or are necessary to assist C.T. MALE ASSOCIATES in performing Services and/or to successfully carry out the project.

Prior to any boring, drilling, and/or excavation work being commenced by C.T. MALE ASSOCIATES, the specific location(s) of such work will be provided to Client. Prior to any boring, drilling, excavation or other intrusive subsurface activities on the Site, Client or Client's representative shall identify any private and public subsurface obstruction or utility that Client or its representative knows or believes to exist at the Site. C.T. MALE ASSOCIATES, at its discretion, may contact the local public utility dostriction of unity trait client or its representative knows or believes to exist at the Site. C.T. MALE ASSOCIATES, at its discretion, may contract the local point unity locator and, if agreed by Client, a private utility locator to determine the existence and location of subsurface obstruction or utilities. Client or Client's representative will provide C.T. MALE ASSOCIATES with prior approval of each location where C.T. MALE ASSOCIATES will carry-out any intrusive activity on the Site. Client agrees that if C.T. MALE ASSOCIATES or its subcontractor causes damage to a subsurface obstruction or utility that was not properly identified by Client, or marked by the public utility locator or private utility locator, if any, the Client shall indemnify, defend and hold harmless C.T. MALE ASSOCIATES, its officers, directors, employees and independent contractors from and against any and all claims, costs, fines, or other liability arising out of, or in connection with any damage to any such subsurface obstruction or utilities, except to the extent such claims, costs, fines, or other liability are caused by C.T. MALE ASSOCIATES' negligence or willful misconduct.

CONTROLLING LAWS: This Agreement is to be governed by the laws of the State of New York.

INSURANCE C.T. MALE ASSOCIATES shall procure and maintain throughout the period of this agreement, at C.T. MALE ASSOCIATES' own expense, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws, and shall maintain general and professional liability insurances. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. C.T. MALE ASSOCIATES shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

# C.T. MALE ASSOCIATES

- 18. STANDARD OF CARE: CLIENT agrees that in performing requested tasks, in accordance with this contract or amendments thereto, C.T. MALE ASSOCIATES will provide statements of adherence to standards or specifications only when said standards or specifications are included in the scope of services. In the event C.T. MALE ASSOCIATES is required to sign a statement or certificate on behalf of CLIENT, which differs from or exceeds the scope of services contracted for, CLIENT hereby agrees to indemnify and hold C.T. MALE ASSOCIATES harmless from any liability arising from or resulting from such statement or certificate.
- 19. SUCCESSORS AND ASSIGNS: Neither CLIENT nor C.T. MALE ASSOCIATES shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.
- 20. MEDIATION: CLIENT and C.T. MALE ASSOCIATES agree to resolve all claims, disputes or controversies, or in relation to the interpretation, application or enforcement of this agreement through mediation. The parties further agree that the CLIENT will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, subcontractors, subcontractors, and material-persons, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties shall agree to this procedure.
- or more, and their insurers and sureties shall agree to this procedure.

  21. EQUAL EMPLOYMENT OPPORTUNITY: C.T. MALE ASSOCIATES is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with sub-contractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1.
- 22. NOTICES: All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested.



# Samantha Berg <clerktreasurer@sgfny.com>

#### Re: Transfer switch

1 message

TJ Chagnon <dpwchagnon@sgfny.com>

Wed, Sep 25, 2024 at 6:31 AM

To: Joe Orlow <trusteeorlow@sgfny.com>

Cc: Tony Girard <trusteegirard@sgfny.com>, Mayor Bodkin <mayor@sgfny.com>, Samantha Berg <clerktreasurer@sgfny.com>, Harry Gutheil <trusteegutheil@sgfny.com>, Tim Carota <trusteecarota@sgfny.com>

I have two Trustees that have given their recommendation to repair the switch, the Mayor's recommendation is to replace the unit. Please advise as to what my next step is? I would like to get this issue resolved.

Thank You

On Tue, Sep 24, 2024 at 11:35 AM Joe Orlow <trusteeorlow@sgfny.com> wrote: MAKE S MORE SENCE TO REPLACE THE SWITCH

On Fri, Sep 20, 2024 at 8:50 AM Tony Girard <a href="mailto:sep:20">trusteegirard@sgfny.com</a> wrote: Let's do the switch now and start putting money away to eventually replace the generator. Sent from my iPhone

On Sep 20, 2024, at 8:00 AM, Mayor Bodkin <mayor@sgfny.com> wrote:

Considering the systems that this unit serves and the public health and safety implications, I think that the board should consider the full replacement which includes warranties. How does the rest of the board feel?

On Fri, Sep 20, 2024 at 6:35 AM TJ Chagnon <a href="mailto:dpwchagnon@sgfny.com">dpwchagnon@sgfny.com</a> wrote: This did not make the agenda Wednesday, it came to me too late. But I do believe it is important to move forward with this repair. Do I have any objections? The original cost was \$3,725.00, and we would owe because the work has been performed. Or we can research a new system, the quote was \$27,000.00. Please advise (A3410.409)

Thank You

On Tue, Sep 17, 2024 at 8:13 PM TJ Chagnon <a href="mailto:chagnon@sgfny.com">dpwchagnon@sgfny.com</a> wrote: To All.

We are having an issue correcting our problem with the firehouse generator. We have tried to repair the transfer switch and made progress in the fact that when the power goes out the generator fires up and turns the power on but when the power from the grid comes back online the firehouse goes dark. I have spoken with the technician and we could keep chasing the issue with more parts. This could more costly than replacing the switch. Capital Power has agreed to replace the switch and not charging us for the initial work and parts that they tried to this point. But it is more expensive than the initial repair that the board approved. Please refer to the attachment to the email.

Thank You

TJ Chagnon

Superintendent of Public Works Village of South Glens Falls, NY

46 Saratoga Ave. South Glens Falls, NY 12803

office: (518)-792-4033 fax: (518)-792-0299 mobile: (518)-361-8161 ------ Forwarded message -

From: Dwight Mathusa <volts88@gmail.com>

Date: Tue, Sep 17, 2024 at 2:31 PM

Subject: Transfer switch

To: TJ Chagnon <dpwchagnon@sgfny.com>

Mr. Chagnon,

I apologize for our lack of success in repairing the transfer switch to date.

Attached is a report of choices and a recommendation for moving forward.

Please let me know a course of action or if you have questions.

Thank you, Dwight Sr.

Dwight W. Mathusa President Capital Power Standby Generators 518-366-1777 www.capitalstandbypower.com



TJ Chagnon
Superintendent of Public Works
Village of South Glens Falls, NY
46 Saratoga Ave.

South Glens Falls, NY 12803 office: (518)-792-4033

fax: (518)-792-0299 mobile: (518)-361-8161

Nicholas J. Bodkin Village of South Glens Falls, Mayor 518-260-0432 Cell 46 Saratoga Avenue Village of South Glens Falls, NY 12803

Joseph Orlow Trustee

Village of South Glens Falls

46 Saratoga Avenue

South Glens Falls, NY 12803

518-793-1455 Phone 518-793-3063 Fax

--

TJ Chagnon
Superintendent of Public Works
Village of South Glens Falls, NY
46 Saratoga Ave.

South Glens Falls, NY 12803 office: (518)-792-4033

fax: (518)-792-0299 mobile: (518)-361-8161

8/20/2024

# **RESOLUTION 211 – 2024**

Introduced by Trails and Open Space: Supervisors Grasso, Connolly, Kinowski, Madigan and M. Veitch

#### **AWARDING 2024 TRAILS GRANTS**

WHEREAS, the 2024 County Budget included a Trails Grant Program to give matching grants to local municipalities to fund trail development and construction projects; and

WHEREAS, the 2024 Trails Grant Program provides a pool of up to one hundred fifty thousand dollars (\$150,000) to fund trail feasibility studies, engineering work, and construction in local municipalities; and

WHEREAS, the Trails and Open Space Committee received fifteen (15) applications for funding totaling one hundred forty-eight thousand dollars (\$148,000), which the Committee recommended to be fully funded; and

WHEREAS, the Trails and Open Space Committee and the Law and Finance Committee approved fully funding all fifteen (15) applications submitted, at a cost of one hundred forty-eight thousand dollars (\$148,000) utilizing allotted 2024 Trails Grant funds; now, therefore, be it

**RESOLVED**, that the Saratoga County Board of Supervisors authorizes the payment under the 2024 Trails Grant Program of the sum of one hundred forty-eight thousand dollars (\$148,000) to the following municipalities for the purposes stated, upon condition that each municipality provide matching funds or services in-kind:

- 1. Town of Ballston: The amount of ten thousand dollars (\$10,000) to be applied toward the Jenkins Park Trail Extension and Existing Trail Restoration to include the construction of 885 ft. of trail extension on the existing 2.5-mile trail network within the existing town-owned, 43-acre multi-use recreational park, and restoration of 2,450 l.f. of the existing trails with resurfacing and drainage repairs.
- 2. Town of Charlton: The amount of ten thousand dollars (\$10,000) to be applied toward the LaRue Creek Covered Bridge Replacement to include replacement of a covered bridge that expands LaRue Creek and is part of the Saratoga County Snowmobile Trail Network. The bridge will be replaced with a 50 ft. x 8 ft. x 7 ft. covered bridge.
- 3. Town of Clifton Park: The amount of ten thousand dollars (\$10,000) to be applied toward the Trail Boardwalk Restoration: Brookhaven to Park Lane Estates to include a repair/restoration of the existing 17-year-old pedestrian boardwalk section of the existing trail route that traverses wetlands on the south side of a steel bridge that expands the Dwaas Kill. This trail connects with other local trails that connect residential neighborhoods with public parks, school areas, and commercial ventures in town.

- 4. Town of Corinth: The amount of ten thousand dollars (\$10,000) to be applied toward the Trail Network/9N property to include funding for Phase I of the town's Master Plan of town-owned property to be utilized as a recreational park. Phase I will include the design, layout, and possibly material for 1.6 miles of planned trails in the park.
- 5. Village of Corinth: The amount of eight thousand dollars (\$8,000) to be applied toward the Upgrade Corinth Recreational Area Trails to include funds for a feasibility study and trail amenities, such as a new kiosk in the parking lot, benches along the trail, new trailhead markers, and new trail identification markers along the village's existing Upper Reservoir Trail Network.
- 6. Town of Hadley: The amount of ten thousand dollars (\$10,000) to be applied toward the Tennis Court/Basketball Course Refurbishing to refurbish existing tennis and basketball courts and replace some fencing surrounding the tennis courts in the town park.
- 7. Town of Halfmoon: The amount of ten thousand dollars (\$10,000) to be applied toward the Erie Canalway Trail Paving to pave a portion of the town's Mohawk Towpath Scenic Byway or more specifically, 1,200 l.f. of existing stone dust trail from Whites Lane to the Crescent Boat Club.
- 8. Town of Malta: The amount of ten thousand dollars (\$10,000) to be applied toward the Malta Community Park Trail Restoration to refurbish a 0.62-mile nature trail of the 22.69-acre Malta Community Park with engineered wood fiber and replacing existing wayfinding signage with new signage.
- 9. Town of Moreau: The amount of ten thousand dollars (\$10,000) to be applied toward the Big Bend Trail Phase I Completion: Trail Amenities to include providing an accessible kayak launch into the Hudson River from the town's Phase I of the Big Bend Trail.
- 10. Town of Northumberland: The amount of ten thousand dollars (\$10,000) to be applied toward the Meadow in the Sky Trail Hudson Point Crossing (Phase II) to include funding for the provision of over fifty (50) understory, native species of plants in between the oaks that will provide ecological benefits to the area. In 2023, Hudson Crossing Park completed Phase I of Meadow in the Sky Trail with a segment of "Allee of Oaks" of seven (7) different varieties of oak trees.
- 11. Town of Saratoga: The amount of ten thousand dollars (\$10,000) to be applied toward the townwide Restoration and Maintenance Project to include resurfacing of several trails, including trails connected to the Siege Trail, the Champlain Canal Trail, the town's Boat Launch Trail, and one more that connects to the Town of Stillwater with stone dust and fine rubble with emphasis on maintenance where trails are worn or washed out.
- 12. City of Saratoga Springs: The amount of ten thousand dollars (\$10,000) to be applied toward the Bog Meadow Brook Nature Trail Improvements to include the following: fix parking lot pot holes on both Route 29 and Meadowbrook Road parking lots, repair drainage issues in the Route 29 parking lot as well as Gilbert Road, perform maintenance on culverts and/or add new culverts between the Route 29 parking lot and the bridge over the Bog Meadow Brook, and replace or refurbish aging trail identification signs throughout the trail. The original improvements for the existing Trail Network date back to 1993, making them over thirty (30) years old.
- 13. Village of South Glens Falls: The amount of ten thousand dollars (\$10,000) to be applied toward the Betar Byway Public Restroom (Upper Trailhead) to include placing an Americans with Disabilities Act (ADA)-compliant portable toilet facility that connects to municipal water and sewer. The proposed restroom facility will be placed on the village's DPW lands in the upper section of the existing trail.

- 14. Village of Stillwater: The amount of ten thousand dollars (\$10,000) to be applied toward the Village of Stillwater Pedestrian Park to include construction of a Village Overlook Park on property neighboring the Stillwater Blockhouse. The project will include the creation of walkways, an expanded parking area, and a Hudson River Overlook constructed of Alaskan Cement Slab with stainless steel posts and cables.
- 15. Town of Wilton: The amount of ten thousand dollars (\$10,000) to be applied toward the Northern Pines Road Fishing Access Parking and Trail to include providing a parking lot and trail access to the Snook Kill off Northern Pines Road to provide fishing access to the Veterans Housing Community as well as to the general public. Funds will be used to provide grading of raw land and purchase of parking and trail construction materials.

; and be it further

**RESOLVED**, that the form and content of such an agreement shall be subject to the approval of the County Attorney; and be it further

RESOLVED, that this Resolution shall take effect immediately.

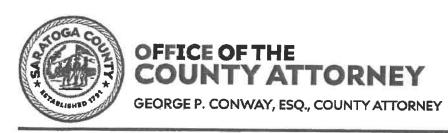
<u>BUDGET IMPACT STATEMENT:</u> No budget impact. Funds are included in the department budget.

August 20, 2024 Regular Meeting Motion to Adopt: Supervisor Madigan Second: Supervisor Kinowski

AYES (210,712.50): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Angela Thompson (19014.5), Diana Edwards (819), Jean Raymond (1333), James D. Arnold (3525), Kevin Veitch (8004), Kevin Tollisen (25662), Cynthia Young (17130), Thomas Richardson (5163), Scott Ostrander (18800), Jesse Fish (16202), Willard H. Peck (5242), Ian Murray (5808), Michele Madigan (14245.5), Edward D. Kinowski (9022), David Ball (8208), John Lant (17361)

NOES (0):

ABSENT (24,796.50): C. Eric Butler (6500), Arthur M. Wright (1976), Sandra Winney (2075), Matthew E. Veitch (14245.5)



SARATOGACOUNTYNY.GOV

40 MC MASTER ST, BALLSTON SPA, NY 12020

First Assistant Attorney Ann Flower E. Stitt, Esq. Assistant Attorneys Petra Holden, Esq. Laura M. Kruegler, Esq.

SERVICE BY EMAIL NOT ACCEPTED

# **MEMORANDUM**

DATE:	September 6, 2024		
TO:	Jason Kemper Department of Planning & Economic Development		
FROM:	George Conway County Attorney	110	
SUBJECT:	Village of South Glens Falls	)	
	( ) For Your Signature & Return ( ) Per Resolution No		

MESSAGE/REMARKS: Attached please find one original of the above Agreement. If this agreement meets with your approval, please secure the signature of the Contractor. Return the documents along with proper insurance documents, if required by contract, to this office for further processing.

#### BY AND BETWEEN

<u>COUNTY OF SARATOGA</u>, a municipal corporation duly organized under the laws of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020 (COUNTY),

-and-

<u>VILLAGE OF SOUTH GLENS FALLS</u> a municipal corporation duly organized under the laws of the State of New York with principal offices at P.O. Box 740, Stillwater, New York 12170 (VILLAGE)

#### WITNESSETH:

WHEREAS, the Saratoga County Trails Grant Program was established to provide a matching fund grant program to assist municipalities in the construction of local trails; and

WHEREAS, pursuant to Resolution 211-2024, the Saratoga County Board of Supervisors awarded a Trails Grant Program grant to the VILLAGE in the amount of \$10,000 upon the condition that the VILLAGE contributes matching funds or in-kind services in at least the same amount towards the Betar Byway Public Restroom (Upper Trailhead) to include placing an Americans with Disabilities Act (ADA)-compliant portable toilet facility that connects to municipal water and sewer. The proposed restroom facility will be placed on the village's DPW lands in the upper section of the existing trail.

NOW, THEREFORE, IT IS AGREED, by the parties as follows:

- 1. The VILLAGE shall provide matching funds or perform in kind services in the minimum amount of \$10,000 towards the Betar Byway Public Restroom (Upper Trailhead).
- 2. The COUNTY will issue a check from the Trails Grant Program funds payable to the VILLAGE of South Glens Falls in the amount of \$10,000 within 30 days of the receipt from the VILLAGE of a properly executed Saratoga County voucher. The voucher must be supported by documentation acceptable to the Saratoga County Auditor documenting the VILLAGE's expenditure of matching funds or the performance of in-kind services equaling or exceeding \$10,000 in value towards the Betar Byway Public Restroom (Upper Trailhead) to include placing an Americans with Disabilities Act (ADA)-compliant portable toilet facility that connects to municipal water and sewer. The proposed restroom facility will be placed on the village's DPW lands in the upper section of the existing trail

IN WITNESS WHEREOF, the parties have hereunto set their hands hereinafter on the date set opposite their signatures.

APPROVED AS TO FORM AND CONTENT:		COUNTY OF SARATOGA
By: County Attorney	Ву:	Philip C. Barrett, Chair Board of Supervisors Pursuant to Resolution: 211-2024
	Date:	
		Village of South Glens Falls
	Ву:	Mayor Nicholas Bodkin
	Date:	

8/20/2024

# **RESOLUTION 211 – 2024**

Introduced by Trails and Open Space: Supervisors Grasso, Connolly, Kinowski, Madigan and M. Veitch

### **AWARDING 2024 TRAILS GRANTS**

WHEREAS, the 2024 County Budget included a Trails Grant Program to give matching grants to local municipalities to fund trail development and construction projects; and

WHEREAS, the 2024 Trails Grant Program provides a pool of up to one hundred fifty thousand dollars (\$150,000) to fund trail feasibility studies, engineering work, and construction in local municipalities; and

WHEREAS, the Trails and Open Space Committee received fifteen (15) applications for funding totaling one hundred forty-eight thousand dollars (\$148,000), which the Committee recommended to be fully funded; and

WHEREAS, the Trails and Open Space Committee and the Law and Finance Committee approved fully funding all fifteen (15) applications submitted, at a cost of one hundred forty-eight thousand dollars (\$148,000) utilizing allotted 2024 Trails Grant funds; now, therefore, be it

**RESOLVED,** that the Saratoga County Board of Supervisors authorizes the payment under the 2024 Trails Grant Program of the sum of one hundred forty-eight thousand dollars (\$148,000) to the following municipalities for the purposes stated, upon condition that each municipality provide matching funds or services in-kind:

- 1. Town of Ballston: The amount of ten thousand dollars (\$10,000) to be applied toward the Jenkins Park Trail Extension and Existing Trail Restoration to include the construction of 885 ft. of trail extension on the existing 2.5-mile trail network within the existing town-owned, 43-acre multi-use recreational park, and restoration of 2,450 l.f. of the existing trails with resurfacing and drainage repairs.
- 2. Town of Charlton: The amount of ten thousand dollars (\$10,000) to be applied toward the LaRue Creek Covered Bridge Replacement to include replacement of a covered bridge that expands LaRue Creek and is part of the Saratoga County Snowmobile Trail Network. The bridge will be replaced with a 50 ft. x 8 ft. x 7 ft. covered bridge.
- 3. Town of Clifton Park: The amount of ten thousand dollars (\$10,000) to be applied toward the Trail Boardwalk Restoration: Brookhaven to Park Lane Estates to include a repair/restoration of the existing 17-year-old pedestrian boardwalk section of the existing trail route that traverses wetlands on the south side of a steel bridge that expands the Dwaas Kill. This trail connects with other local trails that connect residential neighborhoods with public parks, school areas, and commercial ventures in town.

- 4. Town of Corinth: The amount of ten thousand dollars (\$10,000) to be applied toward the Trail Network/9N property to include funding for Phase I of the town's Master Plan of town-owned property to be utilized as a recreational park. Phase I will include the design, layout, and possibly material for 1.6 miles of planned trails in the park.
- 5. Village of Corinth: The amount of eight thousand dollars (\$8,000) to be applied toward the Upgrade Corinth Recreational Area Trails to include funds for a feasibility study and trail amenities, such as a new kiosk in the parking lot, benches along the trail, new trailhead markers, and new trail identification markers along the village's existing Upper Reservoir Trail Network.
- 6. Town of Hadley: The amount of ten thousand dollars (\$10,000) to be applied toward the Tennis Court/Basketball Course Refurbishing to refurbish existing tennis and basketball courts and replace some fencing surrounding the tennis courts in the town park.
- 7. Town of Halfmoon: The amount of ten thousand dollars (\$10,000) to be applied toward the Erie Canalway Trail Paving to pave a portion of the town's Mohawk Towpath Scenic Byway or more specifically, 1,200 l.f. of existing stone dust trail from Whites Lane to the Crescent Boat Club.
- 8. Town of Malta: The amount of ten thousand dollars (\$10,000) to be applied toward the Malta Community Park Trail Restoration to refurbish a 0.62-mile nature trail of the 22.69-acre Malta Community Park with engineered wood fiber and replacing existing wayfinding signage with new signage.
- 9. Town of Moreau: The amount of ten thousand dollars (\$10,000) to be applied toward the Big Bend Trail Phase I Completion: Trail Amenities to include providing an accessible kayak launch into the Hudson River from the town's Phase I of the Big Bend Trail.
- 10. Town of Northumberland: The amount of ten thousand dollars (\$10,000) to be applied toward the Meadow in the Sky Trail Hudson Point Crossing (Phase II) to include funding for the provision of over fifty (50) understory, native species of plants in between the oaks that will provide ecological benefits to the area. In 2023, Hudson Crossing Park completed Phase I of Meadow in the Sky Trail with a segment of "Allee of Oaks" of seven (7) different varieties of oak trees.
- 11. Town of Saratoga: The amount of ten thousand dollars (\$10,000) to be applied toward the townwide Restoration and Maintenance Project to include resurfacing of several trails, including trails connected to the Siege Trail, the Champlain Canal Trail, the town's Boat Launch Trail, and one more that connects to the Town of Stillwater with stone dust and fine rubble with emphasis on maintenance where trails are worn or washed out.
- 12. City of Saratoga Springs: The amount of ten thousand dollars (\$10,000) to be applied toward the Bog Meadow Brook Nature Trail Improvements to include the following: fix parking lot pot holes on both Route 29 and Meadowbrook Road parking lots, repair drainage issues in the Route 29 parking lot as well as Gilbert Road, perform maintenance on culverts and/or add new culverts between the Route 29 parking lot and the bridge over the Bog Meadow Brook, and replace or refurbish aging trail identification signs throughout the trail. The original improvements for the existing Trail Network date back to 1993, making them over thirty (30) years old.
- 13. Village of South Glens Falls: The amount of ten thousand dollars (\$10,000) to be applied toward the Betar Byway Public Restroom (Upper Trailhead) to include placing an Americans with Disabilities Act (ADA)-compliant portable toilet facility that connects to municipal water and sewer. The proposed restroom facility will be placed on the village's DPW lands in the upper section of the existing trail.

- 14. Village of Stillwater: The amount of ten thousand dollars (\$10,000) to be applied toward the Village of Stillwater Pedestrian Park to include construction of a Village Overlook Park on property neighboring the Stillwater Blockhouse. The project will include the creation of walkways, an expanded parking area, and a Hudson River Overlook constructed of Alaskan Cement Slab with stainless steel posts and cables.
- 15. Town of Wilton: The amount of ten thousand dollars (\$10,000) to be applied toward the Northern Pines Road Fishing Access Parking and Trail to include providing a parking lot and trail access to the Snook Kill off Northern Pines Road to provide fishing access to the Veterans Housing Community as well as to the general public. Funds will be used to provide grading of raw land and purchase of parking and trail construction materials.

; and be it further

**RESOLVED**, that the form and content of such an agreement shall be subject to the approval of the County Attorney; and be it further

**RESOLVED**, that this Resolution shall take effect immediately.

<u>BUDGET IMPACT STATEMENT:</u> No budget impact. Funds are included in the department budget.

August 20, 2024 Regular Meeting

Motion to Adopt: Supervisor Madigan

Second: Supervisor Kinowski

AYES (210,712.50): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Angela Thompson (19014.5), Diana Edwards (819), Jean Raymond (1333), James D. Arnold (3525), Kevin Veitch (8004), Kevin Tollisen (25662), Cynthia Young (17130), Thomas Richardson (5163), Scott Ostrander (18800), Jesse Fish (16202), Willard H. Peck (5242), Ian Murray (5808), Michele Madigan (14245.5), Edward D. Kinowski (9022), David Ball (8208), John Lant (17361)

NOES (0):

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