



46 Saratoga Avenue
South Glens Falls, New York 12803-1210
Telephone (518) 793-1455 Fax (518) 793-3063

**Public Meeting 7:00 PM
January 15, 2025
MAYOR NICHOLAS BODKIN PRESIDING**

Agenda

Public Forum

1. Grant Projects Update
 - a. Carbon Filtration
 - b. GIGP
 - i. Project Update
 - ii. Certificate of Substantial Completion
 - c. CDBG Grant update
 - i. Engineering Professional Services Agreement
 - ii. Grant Acceptance Agreement
 1. Resolution to allow the Mayor to sign all grant paperwork
 2. Appoint signers on project
 - a. Mayor Bodkin
 - b. Trustee Carota

2. CT Male Updates

3. Transfers

A 1430.405	A 1430.403	\$1,925.00	CSEA Attorney
A 1621.400	A 1325.422	\$2,400.00	CT Alarms & Monitoring - End of Fiscal Year
NY-01-1334-0027	A 1320.400	\$24,000.00	Contractual Expenses - RBT Audit - Reserve NYCLASS

4. Motion to Approve the Bills and Payroll as Audited

- a. General - \$293,777.72
- b. Water - \$32,781.70
- c. Sewer - \$7,642.64
- d. Payroll:
 - i. 12/18/24 - \$24,371.47
 - ii. 12/24/24 - \$30,164.89
 - iii. 12/31/24 - \$25,739.30

5. Approve meeting minutes 12/11/24, 12/18/24, 12/27/24

6. Approve December Monthly Report: Animal Control, Building and Code Enforcement, PD, and DPW



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7. Approve Gazebo Rental for a wedding on June 14, 2025
8. Election Items
 - a. Motion to abolish a Village registration day
 - b. Motion to Confirm election date, time, and location
 - i. 03/18/25, Noon - 9:00 pm, Village Hall
9. PD Strip and Wax Police Station Tile floor quotes
10. Water Plant repair/replacement of circulator pump #2 quotes
11. RBT Audit updates
12. Meraki renewal
13. Town and Village IMA
14. Old Business
15. New Business
16. Trustee Reports
17. Mayor's Report
18. Executive Session: HRA

**South Glens Falls Water Meters
Remaining Accounts 12/18/2024**

ENGINEER'S RECOMMENDATION	ADDRESS	
Enforce Penalty	21	CHARLES ST
Enforce Penalty	18	CHESTNUT ST
Meter Pit	34	FEEDER DAM RD
Ferguson to furnish replacement meter head. Village to install.	15	GRAND BLVD
Owner needs to resolve plumbing issues.	14	GRAND BLVD
Enforce Penalty	36	HUDSON ST
Enforce Penalty	138	HUDSON ST
Send Final Letter	129	HUDSON ST
Send Final Letter	139	MAIN ST
Meter Pit	10	MCHUGH ST
Send Final Letter	3	MOREAU DR
Send Final Letter	91	SARATOGA AVE
Owner needs to resolve plumbing issues.	25	SPRING ST
Owner needs to resolve plumbing issues.	79	SPRING ST
Send Final Letter	34	STEWART AVE
Send Final Letter	12	TERRACE AVE
Send Final Letter	10	THIRD ST
Send Final Letter	60	WILSON AVE
Send Final Letter	14	WOODCREST DR

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Village of South Glens Falls	Owner's Project No.: 1872
Contractor: Ferguson Enterprises, LLC dba Ferguson Waterworks	Contractor's Project No.:
Engineer: Delaware Engineering, D.P.C.	Engineer's Project No.: 21-2300
Project: Water Meter Project Re-Bid	Contract Name: No. 1

This final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

December 7th, 2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None As follows

Amendments to Contractor's responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: <u>Robert Flores</u> By: _____	By: _____	By: <u>[Signature]</u>
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Senior Project Manager</u>	Title: _____	Title: <u>Area Sales Manager</u>
Date: <u>12/16/2024</u>	Date: _____	Date: <u>12/18/24</u>

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PROFESSIONAL SERVICES AGREEMENT

Ferry Boulevard Water Upgrades Design and Bidding Services

This Agreement is by and between

Village of South Glens Falls
46 Saratoga Ave
NY 12803

and,

Delaware Engineering, D.P.C. ("ENGINEER")
28 Madison Avenue Extension
Albany, New York 12203

Who agree as follows:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR ENGINEER

By: Roberto Flores

Printed Name: Roberto Flores, P.E.

Title: Senior Project Manager

Date: 01/09/2025

**PART I
ENGINEER'S RESPONSIBILITIES**

The proposed engineering services will include all costs for labor, materials, equipment, overhead & profit, and supplies required to:

1. Add the additional approximate 500-LF of water main to the original design as requested by the Department of Health
2. Obtain the design endorsement of the local Department of Health for the revised design.
3. Amend the State and Tribal Historic Preservation Officers reports as requested by the Office of Community Renewal.
4. Administer the bidding process of the approved design up to providing a recommendation of award letter for the successful low bidder.

Unless otherwise indicated, all tasks described below will be completed by Delaware Engineering staff.

**PART II
COMPENSATION**

The proposed not-to-exceed lump sum cost for this service is **\$10,000.00**.

Estimate of Engineering Costs

Task	Personnel	Rate (\$/hr)	Time (hr)	Cost (\$)
Communications	Engineer II	155	4	\$620
Regulatory Review	Engineer II	155	4	\$620
Field Work - Survey	Engineer II	155	8	\$1,240
Specifications	Engineer II	155	2	\$310
Drawings	CAD Technician	140	12	\$1,680
Drawings	Engineer II	155	2	\$310
QA/QC	Project Manager	220	1	\$220
THPO and SHPO	Grant Specialist	135	12	\$1,620
Bidding	Engineer II	155	24	\$3,720
Total				\$10,340

DELAWARE ENGINEERING, D.P.C.
2024
HOURLY RATE SCHEDULE

Personnel	Rate
Admin, Billing Clerk, Project Coordinator	\$85 - \$105
Communications	\$160 - \$180
Designer, Technician, Construction Inspector I	\$95 - \$120
Designer, Technician, Construction Inspector II	\$125 - \$150
Designer, Technician, Construction Inspector III	\$150 - \$170
Designer, Technician, Construction Inspector IV	\$170 - \$200
Engineer/Scientist/Planner I	\$110 - \$140
Engineer/Scientist/Planner II	\$140 - \$170
Engineer/Scientist/Planner III	\$170 - \$190
Engineer/Scientist/Planner IV	\$190 - \$230
Principal Engineer/Scientist/Planner	\$230 - \$260

Reimbursable Expenses:

1. FedEx, UPS, US Postal, Courier @ Cost

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with applicable law and regulation and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties' senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

23. OWNERSHIP. The CLIENT shall retain complete ownership of the design provided by the Engineer upon full payment of all fees. However, the CLIENT is not permitted to modify, alter, or make derivative works from the design in any manner without the prior written consent of the Engineer. This restriction is intended to ensure the integrity and intended functionality of the design as envisioned by the Engineer.

**NEW YORK STATE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

Project No. 1091PW122-24

AGREEMENT, made effective as of November 19, 2024, between the Housing Trust Fund Corporation (HTFC), represented by the Office of Community Renewal (collectively the "Corporation"), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and Village of South Glens Falls ("Recipient"), a unit of general local government, with offices at 46 Saratoga Avenue, South Glens Falls, New York 12803.

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("Act"), the Corporation is authorized to administer and distribute Community Development Block Grant ("CDBG") funds to units of general local government in non-entitlement areas located in the State of New York ("State"); and

WHEREAS, the Recipient has applied to the Corporation for CDBG funds to finance the community development activities ("Project"), as described in the Recipient's Program Year 2024 Grant application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award in an amount not to exceed \$1,000,000 ("Grant Funds").

NOW, THEREFORE, the parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

1. Contents of Agreement. The following documents are incorporated by reference into this Agreement as if fully set out herein: **a)** the Recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation; **b)** the Corporation's CDBG Grant Administration Manual and its Program Guidelines (as now in effect and as may be revised from time to time); **c)** applicable Federal and State law and regulations, as may be amended, including, but not limited to, Department of Housing and Urban Development ("HUD") regulations found at 24 CFR Part 570; **d)** **Schedule A**, "Special Conditions", **Schedule B**, "Awarded Budget and Accomplishment Data" attached hereto.

2. Recipient Performance. **a)** The Recipient agrees to utilize Grant Funds only to implement the activities described in, and in accordance with the terms of: **(i)** the Recipient's application, as amended by the Special Conditions attached as Schedule A; **(ii)** this Agreement; and **(iii)** all applicable State and Federal laws and regulations. This provision shall survive the termination or expiration of this Agreement. **b)** The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence on the effective date of this Agreement and shall end **January 26, 2027 (Termination Date)**. No project activity costs may be incurred nor payment requests processed after this date.

3. Grant Funds. **a)** The amount of Grant Funds that the Corporation has agreed to provide the Recipient under this Agreement is expressly conditioned upon the Corporation's receipt of CDBG funds from HUD pursuant to the Act. **b)** The Grant Funds to be disbursed hereunder shall not exceed the amount first set forth in this Agreement, and any additional funds required to complete the Project will be the sole responsibility of the Recipient. **c)** The Grant Funds are based upon the cost estimates provided by the Recipient in its Application. The Corporation reserves the right to reduce the Grant Funds: **(i)** to conform to any revision to which the parties may agree with respect to the Recipient's Application; or **(ii)** if the actual costs for the approved activities are less than those budgeted for in the Recipient's Application.

4. Disbursement of Grant Funds. **a)** The Recipient is authorized to request Grant Funds only in accordance

with the provisions of this Agreement and the procedures established by the Corporation. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: **(i)** challenge the validity of such payment; **(ii)** enforce all rights and remedies set forth in this Agreement; or **(iii)** take corrective or remedial administrative action including, without limitation, suspension, or termination of the Recipient's funding under this Agreement. **b)** The Recipient shall certify with each request for Grant Funds that: **(i)** all statements and representations previously made regarding this Agreement are correct and complete and **(ii)** the funds do not duplicate reimbursement of costs and services from any other source. **c)** The use of Grant Funds is conditioned upon the Recipient incurring costs permitted under the terms of this Agreement or as otherwise approved by the Corporation in writing. The Recipient shall not incur costs to be charged against Grant Funds until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).

5. Use of Grant Funds to Make Loans. **a)** If the Recipient utilizes Grant Funds to make loans and this Agreement is terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by the Recipient, the Corporation shall have the right to require that all payments due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the property owner/ loan's borrower. The following language must be inserted into every Promissory Note that evidence a loan of Grant Funds by the Recipient:

"The Lender, in consideration of the Community Development Block Grant ("CDBG") awarded to it by the Housing Trust Fund Corporation ("HTFC"), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the CDBG Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance, any wrongdoing on the part of Recipient, sub-recipient or "borrower, or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note."

b) If funding property(ies) which are owner-occupied or non-owner occupied residential rental unit(s), the Recipient shall, and shall cause the owner of said propert(ies) ("Awardee"), to enter into a security instrument between the Corporation and the Awardee ("Security Instrument"), The Security Instrument template will be provided by the Corporation, and further shall require the units to remain affordable for the term of the Security Instrument as set forth in **Schedule C "Regulatory Requirements"**.

6. Award Increases and Extensions. The Corporation may, at its sole discretion, provide need-based awards to commit additional grant funds specifically for the continuance or expansion of CDBG eligible activities. The Corporation may, at its sole discretion, also provide multi-year grant agreements based on the Corporation's available CDBG funds. Additional funds are subject to board approval.

7. Subcontracts. The Recipient shall: **a)** require any participating Subrecipient, Borrower, Awardee, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations; **b)** adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations; **c)** require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; **d)** remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.

8. Program Income. Program Income is defined as the gross income, which includes principal and interest, of the Recipient or its Subrecipients that was generated from the use of CDBG funds when such total exceeds \$35,000 as provided in 24 CFR 570.489(e). When the income is generated by an activity that is only partially

funded with CDBG funds, the income must be prorated to reflect the percentage of CDBG used.

The gross income from the CDBG funds must be accumulated in a separate local account. If during the State's fiscal year (April 1 - March 31), the gross income does not exceed \$35,000, the funds are considered miscellaneous revenue and may be retained by the Recipient and moved to its general account at the end of the State's fiscal year. However, prior to moving the funds to the general account, the Recipient must submit the account bank settlements to OCR, for the State's fiscal year, to demonstrate that the gross income did not exceed \$35,000. The OCR will provide written approval to transfer. However, if during the State's fiscal year, the gross income exceeds \$35,000, then all funds received, including the initial \$35,000, are considered Program Income and must be returned to HTFC at the end of the State's fiscal year with a Program Income Report. Nevertheless, no Program Income may be directly disbursed to activities by the Recipient or Subrecipients without HTFC written consent.

Gross income accrued after the grant has been closed out by the HTFC may still be Program Income if it exceeds \$35,000 during the State's fiscal year, in which case it must be returned to the HTFC.

Real property sold within five (5) years from the date of closeout by the HTFC, must be included in gross income for the purposes of determining Program Income. However, after five (5) years from the date of closeout by the HTFC, any proceeds from the sale of real property purchased or improved with CDBG funds are not considered Program Income and may be retained by the Recipient.

Notwithstanding any other provisions of this clause, all revolving loan fund income, both of principal and interest, is Program Income. Revolving loan fund income must be returned monthly upon receipt to the HTFC. Revolving loan fund income is not included in the total gross income calculation when determining program income.

9. Uniform Administrative Requirements. The Recipient shall comply or cause compliance with the Uniform Administrative Requirements as set forth in 2 CFR Part 200 and the Uniform Administrative Requirements, Cost Principles and Audit Requirements and as described in 2 CFR Part 200, Subpart E and F and 24 CFR Part 570, subpart I and K, as applicable and as may be amended from time to time.

10. Other Program Federal Requirements.

The Recipient shall, during the term of this Contract, carry out each activity in compliance with all Federal laws, the Statutes, and regulations as applicable and described in, but not limited to, 2 CFR Part 2429 and 24 CFR Part 570, subpart I and K.

A. Citizen Participation: 24 CFR 570.486, requiring each unit of general local government meet the requirements as required by the state at 24 CFR 91.115 (e). Which provides for and encourages citizen participation, particularly by low- and moderate-income persons.

B. Environmental Standards: This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). An Environmental Review Record (ERR) and a Request for Release of Funds (RROF) or concurrence must be approved by the Corporation prior to incurring any project costs. All Environmental Review requirements, can be found in Chapter 2 of the Corporation's CDBG Grant Administration Manual.

C. Nondiscrimination and Debarred Contractors: In compliance with 24 CFR 570.60, the Recipient must comply with the Federal requirements set forth in 24 CFR Part 5, subpart A, which includes non-discrimination and equal opportunity, disclosure requirements, debarred, suspended or ineligible contractors (each contractor employed on a CDBG assisted project must be documented that he/she is not on the Federal debarred, suspended or ineligible contractor list) and drug-free workplace.

D. Displacement, Relocation, and Acquisition: The CDBG Program is subject to an overall policy of

minimizing displacement and is subject to the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974, as amended. The Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with CDBG funds.

E. Labor Requirements: 40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7 are triggered when construction work over \$2,000 is financed in whole or in part with CDBG funds. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area. Davis-Bacon does not apply to the rehabilitation of residential structures containing less than eight (8) units or force account labor (construction carried out by employees of the Recipient).

F. Conflict of Interest: 24 CFR 570.489 (h): No person(s) who exercise or who have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in decision making process or gain inside information with regard to CDBG- assisted activities may obtain a financial interest or financial benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister) grandparent, grandchild, and in-laws or a covered person. Further, no officer, employee, agent, elected official, appointed official, or consultant of a covered person may occupy a CDBG- assisted affordable housing unit in the Project.

G. Section 3: Recipients of CDBG funds must comply with the provisions set forth at 24 CFR Part 135. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). A Section 3 Compliance Plan must be submitted and is available <https://hcr.ny.gov/S3ParticipationPlan> Annual Section 3 Reporting will be required, the report is available here, <https://hcr.ny.gov/S3SubReportingForm>.

H. Affirmatively Furthering Fair Housing: Pursuant to 24 CFR 570.487, each unit of general local government is required to certify that it will affirmatively further fair housing throughout the community as defined in 65 CFR 16715. The Recipient is required to report on an Annual Basis, in January of each year, through the Annual Performance Report as set forth in the NYS CDBG policies and procedures.

I. Affirmative Fair Marketing: Recipients of NYS CDBG funds must comply with an approved affirmative marketing, tenant selection and long-term management guidelines and plan requirements, and in compliance with the policies and procedures promulgated by HCR and HTFC, as to marketing and tenant selection requirements, and to comply with all federal, New York State and local fair housing and non-discrimination laws, as applicable. The policy must be reviewed and updated every five (5) years.

J. Equal Employment and Minority and Women Owned Business Participation: Under the terms of Executive Order 11246, CDBG Recipients are required to include the equal opportunity clause in all non-exempt federally-assisted contracts for more than \$10,000, as set forth in 202 of Executive Order 11246; and ensure that all federally-assisted construction contractors and subcontractors on a NYS CDBG-assisted project take affirmative actions to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

Under Article 15A of the New York State Executive Law, all award recipients and their contractors are required to comply with the Equal Employment Opportunity provisions of Section 312 of that Article. Also, all contractors and awardees are required to make affirmative efforts to ensure that New York State Certified Minority and Women Owned Business Enterprises are afforded opportunities for

meaningful participation in projects through inclusion on the list of contractors funded by HTFC pursuant to Section 313 of the Article. Visit NYS Empire State Development's Division of Minority & Women Business Development website for a directory of certified Minority and Women Owned Businesses: <http://www.esd.ny.gov/MWBE.html>

K. Affordability: In compliance with 24 CFR 570.208(a)(3) and §570.483(b)(3), Recipients of NYS CDBG funds must ensure assisted rental units are occupied by and affordable to low- and moderate-income tenants.

L. Build America, Buy America Act: In compliance with the Buy America Domestic Content Procurement Preference (the "Buy America Preference" or "BAP") of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, all iron, steel, non-ferrous metals, composite building materials, plastic and polymer based pipe and tube, and lumber used in a CDBG project for infrastructure must be produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Infrastructure" projects include, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy including electric vehicle (EV) charging.

De Minimis and Small Grants Waivers: (a) HUD has waived the application of the BAP for infrastructure projects whose total cost (including HUD funding and funding from any other source) is an amount equal to or less than the 24 CFR 200.1 Simplified acquisition threshold, which is currently \$250,000; (b) HUD has waived the application of the BAP for all Small Grants of Federal Financial Assistance provided by HUD that are equal to or below the Simplified acquisition threshold, which is currently \$250,000. (However, if FFA provided by HUD is combined with other FFA from another Federal agency, and the total amount of FFA in a single project is greater than the Simplified acquisition threshold, then the waiver shall not apply to the FFA provided by HUD.); and (c) HUD has waived the application of the BAP for a *de minimis* portion of an infrastructure project, meaning a cumulative total of no more than five percent (5%) of the total cost of the iron, steel, manufactured products, and construction materials used in and incorporated into the infrastructure project, up to a maximum of \$1 million.

M. Violence Against Women Act (VAWA): CDBG funds provided for rental housing must meet all requirements in accordance with 24 CFR 92.359 including, but not limited to, notification, bifurcation of lease, compliant lease addendums, and emergency transfer plans. This requirement applies to the owner of rental housing for the period of affordability.

N. Religious Activities. The recipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. Insurance. During the Term, and any extensions of the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. Prior to the commencement of work, and prior to any expiration or anniversary of any respective insurance policy terms, the Recipient shall provide the Corporation with an insurance certificates evidencing the following insurance types and limits a) comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insured; b) property insurance (if applicable); c) crime/fidelity coverage in an amount not less than the largest anticipated disbursement request for Program funds naming the

Corporation as loss payee; d) comprehensive automobile liability insurance (if applicable); and e) statutory Workers' Compensation, Disability, and FMLA insurance covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein; the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

12. Records. The Recipient shall and shall cause any Borrower, as applicable, to keep and maintain complete and accurate books, records and other documents as shall be required under applicable Federal and State rules and regulations, including, but not limited to, the Corporation's Grant Administration Manual, the Security Instrument, and the Grant Enforcement Mortgage, as applicable and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds and administration of the Project. All such books, records, and other documents shall be available for inspection, copying and audit at all reasonable times by any duly authorized representative of the State or Federal government. All such records shall be maintained and available for inspection, copying and audit during the term and for seven years following the final disbursement of the Grant Funds or for the entire period of affordability, as applicable, whichever is longer.

13. Compliance with Breach Notification and Data Security Laws. The recipient shall comply with the provisions of the New York State Information Security Breach and Notification Act ((General Business Law § 899-aa and State Technology Law § 208) and General Business Law § 899-bb, as applicable. Further, in the event of any unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the Recipient, the Recipient shall notify HTFC of such breach immediately following the discovery of the breach if personal or private information was, or is reasonably believed to have been, acquired by a person without validation. The Recipient shall also disclose any breach of the security of its systems to any resident of New York State whose private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Such disclosure shall be made in the most expedient time possible and without unreasonable delay.

14. Client Data and Other Sensitive Information. The recipient is required to maintain data demonstrating client eligibility for activities provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. The recipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the Grantee designates as sensitive or the recipient considers sensitive, consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Recipients must maintain the privacy of personal records, consistent with 24 CFR 570.508.

15. Reports. The Recipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement. Such reporting requirements can be found in Corporation's CDBG Grant Administration Manual and corresponding laws, regulations, and statutes, the attached Schedule C, Period of Affordability, and the Security Instrument.

16. Performance Review and Recipient Responsibility. The Corporation shall conduct periodic reviews in

such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient.

Pursuant to State Finance Law Section 163 (9)(f) and N.Y. Comp. Codes R. & Regs. Tit. 9 § 8.192 and N.Y. Comp. Codes R. & Regs. Tit. 9 § 9.6, the Corporation must determine the entity with which they contract to be a responsible entity. Recipient must be found to be responsible at the time of award and must remain responsible through the Termination Date of this Agreement and any extensions thereto. If requested by the Corporation, Recipient agrees to present evidence of its status as a responsible entity. In the event of failure to produce requested documents or failure of the Corporation's responsibility review, the Corporation reserves the right to suspend work under this Agreement. The Corporation is authorized to terminate this Agreement for cause upon a determination that the Recipient is non-responsible.

17. Notice of Investigation or Default. The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of **a)** the commencement of any investigation or audit of its activities by any governmental agency; or **b)** the alleged default by the Recipient under any mortgage, deed of trust, Security Instrument, loan agreement or credit instrument executed in connection with the Project, or **c)** the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's approved application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Project's activities and expenditures.

18. Default. **a)** If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of Grant Funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment(s). **b)** The following shall constitute an Event of Default hereunder: **(i)** if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; **(ii)** if at any time any presentation or warranty made by the Recipient shall be incorrect or materially misleading; **(iii)** if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; **(iv)** if the Recipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; **(v)** if the Recipient has failed to commence the Project in a timely fashion or has failed to complete the Project on or before the Completion Date, or any wrongdoing on the part of Recipient, subrecipient, Awardee or borrower; **(vi)** the Recipient or its subrecipient, borrower or awardee, as applicable, defaults under the Security Instrument, Construction Loan Agreement or the Grant Enforcement Mortgage as applicable; **(vii)** if the housing or facility acquired or improved by Grant Funds does not meet the regulatory requirements in accordance with the Schedule C **c)** Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity: **(i)** terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice; **(ii)** commence a legal or equitable action to enforce performance of this Agreement; **(iii)** withhold or suspend payment of Grant Funds; **(iv)** exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs

for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose; (v) require repayment of Grant Funds in whole or in part. d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

19. Indemnification. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Project. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses, and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately upon reasonable notice due and payable by the Recipient to the Corporation.

20. Non-Liability. Nothing contained in this Agreement or elsewhere shall impose any liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.

21. Statute of Limitations. No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.

22. Service of Process. In addition to the methods of service allowed by the State's Civil Practice Law & Rules, the Recipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Recipient's actual receipt of process or upon the Corporation's receipt of its return by the United States Postal Service marked "refused" or "undeliverable". The Recipient must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be deemed sufficient. The Recipient shall have thirty (30) calendar days after service is complete in which to respond.

23. Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested. Such written communications shall be mailed to the respective party's address first set out herein or at such other address as may be provided in writing, except that notice of such change of address shall be deemed to have been given the date it is received.

24. Severability. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, void, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

25. Nonwaiver. The Corporation's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.

26. Assignment. No right, benefit or advantage inuring to the Recipient, and no obligation imposed on the Recipient, under this Agreement may be assigned without the prior written approval of the Corporation.

27. Successors and Assigns. This Agreement shall be binding upon the successors in office of the

28. Assurance of Authority. The Recipient hereby assures and certifies that: **a)** The Recipient is duly organized and validly existing under the laws of the State, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations. **b)** A resolution, motion, order or ordinance has been duly adopted, passed, or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient. **c)** There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which **(i)** questions the validity of this Agreement, or any action taken or to be taken under it, or **(ii)** is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (Financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement. **d)** The representations, statements, and other matters contained in the Recipient's Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application. **e)** Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, **(i)** the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and **(ii)** the execution and performance of this Agreement will not result in any such violation.

29. Photography Release. Recipient shall require any Third Party to execute a photography release, an example of which is available in the OCR website at <https://hcr.ny.gov/community-development-block-grant> or a release in substantially similar form thereof.

30. Expenditure of Funds. Recipient shall complete the Environmental Review Record, obtain approval for a Request for Release of Funds and submit the first request for funds to the OCR within 180 days of the date of the grant award.

If a proposed project is not committed or completed, Program Delivery and Project Costs are not eligible as there is no CDBG-eligible activity. Costs incurred and funds disbursed for projects that do not advance are subject to repayment.

31. Project Completion. Recipient shall submit the Final Annual Performance Report and report all accomplishments within six (6) months of the final request for funds or within thirty (30) days of the termination date of this agreement, whichever occurs first.

32. Choice of Law and Dispute Resolution. Recipient and Corporation (together, "Parties") agree to

negotiate all disputes between them in good faith for a period of ninety (90) days from the date of notice. In the absence of a resolution regarding the dispute, the Parties may exercise their rights under law. This Agreement shall be governed by and construed under the laws of the State of New York without giving effect to its conflict of law principles. Nothing in the Agreement shall preclude either party from seeking injunctive relief to protect its rights under this Agreement. The Parties consent to and agree that any and all disputes arising out of or relating in any way to the Agreement shall be subject to the exclusive jurisdiction of the state courts or Federal District Courts of New York. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

33. Miscellaneous Provisions.

a) Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such party shall notify the other party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased. "Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days, and federal or state government orders, any of which is beyond the reasonable anticipation or control of the applicable party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

b) Calendar Days. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day shall be the applicable deadline.

c) No Third Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.

d) Authorization. The Recipient, or the representative(s) signing this Agreement on behalf of the Recipient, represents and warrants that the Recipient has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of the Recipient and to bind the Recipient to its contractual obligations hereunder.

e) Warning. Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2, 287, 1001 and 31 U.S.C. 3729.

34. Modification. All contract amendments, modifications, or cancellations must be requested in writing by the recipient. Upon approval by the Corporation, amendments to contract term/duration must be executed by the Corporation. Other amendments or modifications require execution by both Subrecipient and Corporation.

35. Interpretation. The captions and headings of the various sections herein are for convenience only and do and shall not be deemed to, define, limit, or construe the contents of such sections.

36. Entire Agreement. This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to this Grant. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State.

37. Additional Terms. No additional or alternative term and conditions shall be valid or binding on the parties to the extent that such additional or alternative term and conditions is less favorable to the Corporation than, or conflicts with, any of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

Housing Trust Fund Corporation

By: _____
Name: Crystal Loffler
Title: President
Office of Community Renewal

Village of South Glens Falls

By: _____
Name: Nicholas Bodkin
Title: Mayor

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

This contract has been approved by the Housing Trust Fund Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

SCHEDULE A

SPECIAL CONDITIONS

Conditions to Execute the NYS CDBG Grant Agreement

1. Demonstrate compliance with NYS Executive Order 16. Effective November 2022, the OCR will require any awardee of NYS CDBG funds to complete and execute the “Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia”.

A template is available on the OCR website at <https://hcr.ny.gov/certification-under-executive-order-no-16> and is listed under Grant Agreement and must be returned with the Grant Agreement.

More information on Executive Order No. 16 is available at: [No. 16: Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia | Governor Kathy Hochul](#)

SCHEDULE B
2024 AWARDED BUDGET & ACCOMPLISHMENT DATA

Project Number: 1091PW122-24

Community	C/T/V	County	Type	Awarded Amount
South Glens Falls	Village	Saratoga	Public Water	\$1,000,000

Award Budget:

Funding Source	Amount
CDBG	\$1,000,000.00
Projected Total Funding:	\$1,000,000.00

Activity Budget Detail:

Activity(ies)	Projected Use	Amount
V of S. Glens Falls Grant Administration		
Grant Administration		\$35,000
V of S. Glens Falls Water Dis. System Re		
Engineering		\$107,000
Water/Sewer		\$858,000
		\$1,000,000

Accomplishment Data:

1091PW12224-01 V of S. Glens Falls Water Dis. System Replacement

Project Area

% of LMI in Project Area	67
Persons in Project Area	3570
LMI Persons in Project Area	2385

Source Key:

AHC - Affordable Housing Corp, RESTORE - Residential Emergency Services to Offer Repair to Elderly, ARC - Appalachian Regional Commission Area Development Program, DASNY - Dormitory Authority of the State of New York, EDA - US Economic Development Administration, EFC CW - Environmental Facilities Corp. ; Clean Water Act SRF, EFC DW - Environmental Facilities Corp. ; Safe Drinking Water Act SRF, FHLB - Federal Housing Loan Bank, IDA - Industrial Development Agency, LDC - Local Development Corp., NYBDC - New York State Business Development Corp., NYSCA - New York State Council of the Arts, , NYSERDA - New York State Energy Research and Development Authority, NYS OCFS - NYS Office of Children and Family Services, NYS OTDA - NYS Office of temporary and Disability Assistance, RUS - USDA Rural Development, Rural Utilities Service, Water and Wastewater Disposal Loan and Grant Program, US HHS - Department of Health and Human Services

Village of South Glens Falls
46 Saratoga Avenue, South Glens Falls, NY12803
December 11, 2024
Special Health Insurance Meeting @ 7:00 PM

Village Board Meeting

MAYOR NICHOLAS BODKIN PRESIDING

Minutes

Attendance:

Mayor Bodkin	Attorney Bill Nikas
Trustee Gutheil	CR
Trustee Girard	Nick
Trustee Orlow	Me
Nick	Nick
Ashley Underwood, NBT Bank Insurance Agency	

The Mayor opened the meeting at 7:13 PM.

Motion 121124-1 to authorize the renewal of the CDPHP 421 Bronze Plan for the 2025 calendar year and broker of record letter to be signed: Trustee Orlow motioned, Mayor Bodkin seconded. All in favor, motion passed.

Discussion:

- Ashley from NBT Bank Insurance Agency discussed the Health care renewal plans and HRA utilization. The Village should have started to discuss this process in October. It's really too late to review any options for this upcoming year. Ashley suggests keeping the plans that are currently in place for employees now.
- Ashley stated that the Highmark plan currently in place will not meet the union contract's requirements. They will be going to a 50% co-insurance on 3rd tier RX.
- Ashley stated that there was no enrollment on the 2024 MVP plan. If there is no enrollment in 2025, they will terminate the contract due to inactivity.
- Ashley stated that, because we are on a very tight schedule, she will need to complete the renewal paperwork, broker of record letter, and the HRA authorization by the end of the day tomorrow. Ashley spoke with CDPHP on the debit card and insurance card distribution. CDPHP stated that the employees should receive them the first week in January.



- Trustee Guthell asked how is the Village able to make the changes to the plan if the renewal already happened. Ashley stated the only way to do that is to renew now with what you have and ask CDPHP to make your end date May 31st and make you a new start of June 1st of the fiscal year. The only downside that and not strongly suggested is the deductible will reset causing a high cost for the Village.
- Trustee Girard stated that with a smaller municipality, the premiums keep going up every year and have become not feasible for the Village to pay anymore. The Village needs more options to consider while the contracts are being negotiated. Ashley stated that, with the timing, this is not something that can be done at the moment. Ashley suggested that the Village needs to look at how much the HRA is costing the Village and make a better financial decision. Ashley stated that is going to take time to look over the HRA and get the information to determine the best options. Trustee Girrard stated that the Village has all the information and is confused about what else is needed. Ashley stated currently the HRA showing that it is severely inflated and that it shows that every person is critically ill in the Village. Ashley believes this is not the case.
- Trustee Girard requested that Ashley, when she gets all the information on the HRA and analyzes it, come back to talk to the Board about her findings. Ashley had no problem with doing so. Trustee Girard stated that he doesn't want to think people are abusing the HRA Deductible card but it indicates that there is a high usage which means something is wrong.
- Mayor Bodkin stated that he had requested the audit information from the previous broker. Once the information is received and reviewed, then Ashley's team will use that information to educate the employees on how to use the debit cards. Ashley stated, without looking deeply into the information, she guesses that employees are under the understanding that the card can be swiped for anything. The employees may swipe the card every time they go to the doctor and maybe a doctor who doesn't participate in CDPHP. Then it's coming out of the Village expense account. If the current broker is not coming in and not doing education on the debit card, then the employees may swipe every time there is a medical expense. CDPHP is a pay-to-provider and the only time to swipe the debit card is for a prescription.
- Trustee Girard asked about the retiree's medicare benefits and questioned if the Village got with another municipality and the medicare number grew then it would give more options for the retirees. As of right now, because the number of retirees under Medicare is less than 100, there are only certain options for benefits plans. Ashley stated that what Trustee Girard is asking about is looking into group medicare plans. If that is not an option at this point, then the Village should stay with the grandfathered plan in Medicare for the enrollees. This would take more time to look into to determine the best financial cost.
- TJ Chagnon stated that he was frustrated with what he was hearing throughout the meeting that it was the employees creating the utilization problem. He stated that when he goes to the doctors he doesn't pay at the doctors. When he received the explanation of benefits it showed what CDPHP pays for then what

the patients owe. That is when the card gets used. So if the utilization is high on his card then something is wrong. Trustee Gutheil stated that's not what was stated.

- Ashley and a team member will be on-site at the Clerk's Office on Tuesday 12/17/24 to go over any questions the employees may have about the plans. All the paperwork has to be submitted by the end of the day on 12/18/24 to receive the ID card and CDPHP debit card the first week in January.

Motion 121124-2- to adjourn the meeting at 8:28 PM: Trustee Orlow motioned, Trustee Girard seconded. All in favor, motion passed.



Village of South Glens Falls
46 Saratoga Avenue, South Glens Falls, NY12803
December 18, 2024
Regular Village Meeting @ 7:00 PM

Village Board Meeting

MAYOR NICHOLAS BODKIN PRESIDING

Minutes

Attendance:

Mayor Bodkin
Trustee Gutheil
Trustee Carota
Trustee Orlow
Trustee Girard
Tim Pease
Bruce Lant
Jeff Morris
Alan Dubois
CR
+18566686794
Alex Portal, Post Star

Clerk Treasurer Samantha Berg
TJ Chagnon
Bill Ramsey
Chief Dave Gifford
Attorney Bill Nikas
Cheryl Lawyer
Claude Middleton
John Rivers
Janice Middleton
Sergeant Jason Martin
Sergeant Todd Moulthrop

The Mayor opened the meeting at 7:00 PM.

Pledge of Allegiance

Moment of Silence for retired Village PD Officer Bob Kelly

The Mayor recognized the 20 years of service to the Village by Chief David Gifford. He also recognized the more than 20 years of service by Sergeant Todd Moulthrop and the almost 20 years of service by Sergeant Jason Martin. Awards were presented to each of the officers.

Public Forum:

- Bill Ramsey thanked the Village for the great success of the First Annual Tree Lighting. Bill stated that he and his wife are already planning next year's event. Mayor Bodkin thanked everyone's involvement in making the event happen.
- Jeff Morris, a member of the Fraternal Orders of Eagles in South Glens Falls, spoke about the upcoming year of the annual Haunted House being



20 years. They would like to block off Third St at the traffic light on Main Street to the alley way along the building. The Eagles are looking to do community outreach with a trunk or treat during the day in the Eagles parking lot and a small festival alongside the building. Jeff asked what the process would be to do this event as far as permits, insurance, staffing, etc. Mayor Bodkin suggested getting in touch with the Clerk's Office to get what is required. Jeff stated the Eagles are looking at Saturday, October 26th for this event.

- John Rivers stated that he stopped into the Clerk's office to sign the Fire Contract but Samantha didn't have the contract in the office. John stated they have a copy but typically it is signed before he signs. Attorney Bill Nikas stated that he sent it to the firehouse attorney for them to sign. Then he can send it to the Mayor for him to sign and write a check. John stated that they would like to get into the firehouse account by the end of the calendar year. There will be two payments, the first one is for \$84,000.00 for the contract of services. A balance of \$45,000.00 will be due in the next fiscal year.

1. Grant Project Update

- a. **Carbon Filtration project update:** Anthony Mantas received the email on the signed change order late this afternoon but doesn't have any other updates.

- b. **GIGP:**

- i. **Project update:** Anthony sent an email late this afternoon with a list of remaining accounts as they currently stand. Anthony stated what was left was a fair amount of vacant properties. Anthony stated the list consists of twenty accounts. Two accounts Anthony is recommending meter pits, in addition to the other two meter pits that have already been approved. Anthony is suggesting these meter pits due to no space to change in the basement at 34 Feeder Dam Rd. SAKS was denied access on the first round of installs at 10 McHugh St, then the homeowner did a no-call no-show on the last round. Upon looking at the record, they can see the pipe is under the vanity unit and would not be able to install. Two residents were flat refusals on the installs and he suggested enforcing the Village penalties on those residents. Three other residents have plumbing issues that have not been feasible to install the meters. Anthony Mantas said the Village would have to decide what to do with these three accounts, either have meter pits installed or waive the penalty until the homeowners can get the plumbing fixed. Eleven total for Certified mail from the contractor. Anthony stated that the project is already at 99% completion. Delaware has signed the Completion form as well as the contractor and has sent it to the Village for signature.

- ii. **Motion 121824-1 to approve GIGP Disbursement #7 for \$321,296.08 (Ferguson Enterprises for \$314,549.60, Delaware Engineering for \$6,746.48):** Trustee Carota motioned, Mayor Bodkin seconded. Trustee Gutheil abstained, Trustee Girard abstained, Trustee Carota yes, Mayor Bodkin yes, motion failed.
 - iii. **Motion 121824-2 to approve payment of Pay Application #2 for Ferguson Enterprises and 1 invoice for Delaware for \$4,786.48:** Trustee Gutheil motioned, Trustee Girard seconded. All in favor, motion passed.
Discussion: Samantha Berg's suggestion is to pay Ferguson their pay applications. There are two invoices for Delaware one that Samantha is suggesting to pay in the amount of \$4,786.48. The other invoice looks like it is over the contract amount. They were contracted for \$123,400.00. Samantha would like to review. Trustee Gutheil has concerns about how much money will be left. The Village has a retainage amount, but they have been beyond the year with the original completion date and a penalty clause in the contract. Trustee Gutheil wants to make sure there is enough money left there to satisfy any concerns. Trustee Gutheil is also concerned about warranty dates because, in the language in the contract, some of the parts were warranted at different times. Samantha Berg questioned the Board on what to tell Ferguson because these pay applications were approved at the last meeting and they are expecting checks by the end of the year. Trustee Girard stated that until things get straightened out first, it should be held. Trustee Gutheil stated we need to wait to see where this contract is going to end.
 - c. **CBGD Grant Update:** Mayor Bodkin has reached out to Charles Phillion looking for direction and clarification on the scope of the project needing to include the 500 feet. The Mayor has not heard back from him.
2. **Motion 121824-3 to approve Sewer Long-term Financing Disbursement #1 to Bartlett Pontiff for \$5,290.00:** Trustee Carota motioned, Mayor Bodkin seconded. All in favor, motion passed.
Discussion: Trustee Gutheil asked what account this is coming out of. Samantha Berg stated it would be coming out of the sewer bond.
 3. **CT Male Updates:**
 - a. **Grant discussion:** Mayor Bodkin has been continuing to try to connect with CT Male. Trustee Gutheil has suggested that the Village needs to start a paper trail with the lack of response. Trustee Gutheil stated that he sent an email out with no response from CT Male either. Trustee Girard suggested that when the Mayor tries to connect with CT Male, he cc the Board as well so they know where it stands.

4. **Motion 121824-4 to approve the creation of revenue account FX2650.0000 (sales of scrap metal):** Trustee Girard motioned, Trustee Carota seconded. All in favor, motion passed.
Discussion: NONE
5. **Motion 121824-5 to approve the transfers as presented:** Trustee Girard motioned, Trustee Carota seconded. All in favor, motion passed.
 - a. A 1430.405 to A 1430.403 - \$2,000.00
6. **Motion 121824-6 to approve the special warrant for the Fire Dept contract for the amount of \$84,000:** Trustee Girard motioned, Trustee Gutheil seconded. All in Favor, motion passed.
7. **Motion 121824-7 to approve the Bills and Payroll as Audited:** Trustee Carota motioned, Trustee Girard seconded. All in favor, motion passed.
 - a. General - \$25,938.40
 - b. Water - \$1,080.21
 - c. Sewer - \$1,095.53
 - d. Parade- \$46.68
 - e. Special - \$10,045.82
 - f. Payroll:
 - i. 12/04/24 - \$27,150.86
 - ii. 12/11/24 - \$24,176.27

Discussion: Trustee Gutheil suggests taking a look at the account balances and the budget. Trustee Gutheil stated that some of the revenues are not going to be whole for the year. Trustee Gutheil suggested that the HRA balances needed to be looked at to see how they are going to be funded. Trustee Gutheil also suggests looking at overtime management. Trustee Gutheil stated that across all departments the Village is already looking at about \$80,000 in overtime costs.

8. **Health insurance renewal:** Mayor Bodkin stated that Ashley Underwood from NBT Insurance has met with employees and set for enrollment.
9. **Motion 121824-8 to approve Minutes 12/04/24:** Trustee Carota motioned, Mayor Bodkin seconded. Trustee Carota yes, Trustee Girard abstained, Trustee Gutheil yes, Mayor Bodkin yes, motion passed.
Discussion: Trustee Gutheil stated that he met with Shawwna in the Clerk's office and went over minor changes.
10. **Motion 120424-9 to approve PD's new patrol vehicle decals and lettering out by Liberty Graphics for \$570.00 to be paid from A3120.0401:** Trustee Carota motioned, Trustee Girard seconded. All in favor, motion passed.
Discussion: Chief David Gifford stated that he would like to do the same lettering and decal company that we used last year on another vehicle.

11. **Motion 121824-10 to approve Cardiac Life to do CPR/AED training for \$1700.00 for up to 20 people:** Trustee Girard motioned, Trustee Carota seconded. All in favor, motion passed.

Discussion: Trustee Guthell asked if the Moreau Emergency Squad still does the training. Mayor Bodkin stated the lowest bidder is not available for any training for 6 months. Samantha stated it is a requirement for each building to have staff on-site be CPR/AED certified annually.

12. **Motion 121824-11 to approve Cardiac Life for \$3,174.10 For 2 AED Replacement and pads including rescue-ready kits out of acct A 1621.0400:** Trustee Girard motioned, Trustee Carota seconded. All in favor, motion passed.

13. Old Business

- Trustee Guthell asked where we stood with the auditors. Samantha has been in contact with RBT and answering their inquiries. Samantha stated it's still a work in progress. Trustee Guthell asked if the Village could get a draft report. Samantha stated that she would reach out and ask but is not sure if RBT is prepared to release that yet.
- Trustee Guthell asked about water and sewer rates with the new meters installed and the Board's intention to review the rates. Mayor Bodkin stated that the intent was to have a fair and equitable fee schedule for the water and sewer rents. The only way to do that is to have data that would support the rate that gets established. TJ suggests that at the next billing cycle, most of the meters will have been installed. The Village could look at the date of the installation of a cross-section of the Village to determine what the other houses use. TJ can flag the ones that were installed in the summertime to see their usage in both season cycles. TJ believes that the Village is not ready for the next billing cycle.
- Trustee Guthell asked about the status of the Fire Department floors. Mayor Bodkin found flooring that is available on the state contract of a local vendor. Mayor Bodkin stated if the Board would like he can ask that vendor to come in and give the village a quote.
- Trustee Guthell stated he has brought this up before about the PFAS claims on the class action suit. Trustee Guthell believes the Village should ask for special funds and expand the amount of money that the Village has asked for. Mayor Bodkin asked TJ if there were any additional expenses. TJ stated he was looking at the heat billing. Mayor Bodkin stated the Village can update the cost of the claim as they go.

14. New Business: NONE

15. **Trustee Reports:** Trustee Guthell asked Bill if there was any update on the two burned-out properties. Bill stated he sent a letter out to the two banks involved for 48 Harrison Ave. One bank is HUD which is responsible for properties that are in arrears or foreclosure. They sent back a letter stating that the property is current, Bill does not believe this is the case. Bill has filed a complaint with the Financial



Services Bureau with NYS that oversees these types of cases. The Department is supposed to be getting back to Bill by the end of December. Bill Nikas stated that the 42 Ferry Blvd is in a similar case. Samantha stated that she and the Building Inspector John Pagano discussed the property. John did get a chance to have a conversation with the parent of the owner. The parent stated that there were intentions to renovate the house but had no movement on it. Bill stated he would follow up with John.

- 16. Mayor Reports:** Mayor Bodkin thanked everyone again who was involved in the tree lighting ceremony. Mayor Bodkin shared that the feedback from a lot of families that attended was that it was nice to have something to do as a family that cost minimal. Trustee Guthell stated he had one suggestion to look at the week after Thanksgiving to get better weather. Mayor Bodkin suggests a committee be put together for the event and looking at Bill Ramsey to be in charge of that committee.
- 17. Motion 121824-12 to enter executive session at 7:51 PM to discuss CSEA Contract Negotiations:** Trustee Girard motioned, Trustee Carota seconded. All in favor, motion passed.
- 18. Motion 121824-13 to adjourn the Executive session and open to public session with no action taken at 8:20 PM:** Trustee Carota motioned, Trustee Orlow seconded. All in favor, motion passed.
- 19. Motion 121824-14 to approve the terms of Memorandum of Agreement with CSEA and authorize the Mayor to sign the Bargaining Agreement:** Trustee Orlow motioned, Trustee Girard seconded. All in favor, motion passed.
- 20. Motion 121824-15 to adjourn the meeting at 8:39 PM:** Trustee Orlow motioned, Trustee Girard seconded. All in favor, motion passed.



Village of South Glens Falls
46 Saratoga Avenue, South Glens Falls, NY12803
December 27th, 2024
7:00 PM

Special Village Board Meeting

MAYOR NICHOLAS BODKIN PRESIDING

Minutes

Attendance:

Mayor Bodkin
Trustee Gutheil
Trustee Orlow
Trustee Carota
R2D2

Absent: Trustee Girard

The Mayor called the meeting to order at 7:00 PM.

1. **Motion 122724-1 to approve GIGP Disbursement #8 to Ferguson Enterprises for \$ 202,776.27:** Trustee Carota motioned, Trustee Orlow seconded. All in favor, motion passed.
Discussion: Trustee Gutheil asked what dates this payment is in reference to. Trustee Gutheil stated that he could see how much work was in the contract and it would never meet that amount because the quantities were too high. Trustee Gutheil stated the retainage looks like it's around \$33,000 left and has asked if there is more work that has been completed that has not been billed yet. Mayor Bodkin stated there was work done in December that needs to be billed. Trustee Gutheil asked if that work was added to this invoice. Mayor Bodkin stated that he doesn't see that work on record on this invoice. This pay app is dated through 07/31/24 per the pay app. Mayor Bodkin stated that per the last meeting, a limited amount is remaining for the contractor to take care of. Some of this work will be done with the assistance of the DPW to complete the limited amount needed. The Village will be submitting its pay application request for the work that the Village did to the force work account. Trustee Orlow stated that he discussed this with Anthony this afternoon to get a better insight. Anthony stated to Trustee Orlow that Ferguson has completed this work and that this pay application should be paid.
2. **Motion 122724-2 motion to adjourn the meeting at 7:07 PM:** Trustee Orlow motioned, Trustee Carota seconded. All in favor, motion passed.

**Thank you!
REPORT**

SOUTH GLENS FALLS ANIMAL CONTROL

DECEMBER REPORT

3 calls on foxes in the town (referred to ENCO), 2 calls on raccoons, 4 calls on skunks and 2 on squirrels. 2 calls on red foxes and 3 calls grey foxes.

One call on a porcupine and 5 calls on felines.

Several calls for information on animals.

E.G. Robbins, ACO

December 30th, 2024

DEC 30 2024 AM 11:4



BUILDING INSPECTOR AND CODE ENFORCEMENT MONTHLY REPORT

Subject: Monthly Building and Codes Department Activity Report

Date: December 1st- 31st 2024

Status Update:

- 131-135 Saratoga Rd: has a permit for a new Dispensary
- 3 Terrace Drive: will be submitting revised plans for a garage renovation.
- 297 Saratoga Ave(Hayes & Hayes LLC): has submitted approved plans with a sprinkler system for an addition to the building. They will build a 2nd floor to the existing building adding eight apartments.
- 42 Ferry Blvd: I have contacted the owner's father recently to resolve issues with the property. According to the father, the owner is in Warren County jail.
- There are also several other small building projects going on, some of which started before I took over. These projects must be inspected and some will be closed out this month.

Mileage Driven:

- 87.8 Miles For December

Certificate of Occupancy: (0)

Certificate of Completion: (0)

Permits: (6)

- 131-135 Saratoga Ave/ Building Permit # 2456
- 297 Saratoga Ave/Building Permit # 2459
- 136 Main Street/fence Permit# 2458
- 213 Main Street/Building Permit # 2460
- 147 Saratoga Ave/Sign Permit # 2461 and # 2457

Site Inspections: (4)

- 43 Jackson Ave- Framing inspection
- 5 Riverview Street- Insulation Inspection
- 131-135 Saratoga Ave- Framing Inspection
- 131-135 Saratoga Ave- Insulation Inspection

Site Plan Review: (3)

- 297 Saratoga Ave
- 131-135 Saratoga Ave
- 136 Main Street



46 Saratoga Avenue
South Glens Falls, New York 12803-1210
Telephone (518)793-1455 Fax (518) 793-3063

Zoning Compliance: (0)

Municipal Search Letters: (0)

Citations/Violations: I continue to work with our residents to clean up yard debris, junked cars, and general property maintenance. I am pleased with the overall resident's cooperation and compliance when made aware of violations. Consistent progress is being made on properties that have received notice of violation. Communication with all residents obtaining a violation has been positive and constructive.

- **New Violations Issued – NONE**
- **New Violation letter Sent-NONE**
- **Violations Resolved – NONE**
- **Violations Outstanding:**
 - 183 Main Street - Appearance Ticket served, Court Date set for 1/08/25
 - 48 Harrison Ave - Working with Village Attorney
 - 29 Spring Street - 2nd Notice sent (Will send appearance ticket soon)
 - 11 Jackson Ave - Tall grass, Final Notice sent/ unable to contact the owner
 - 18 Hudson Ave - Tall grass, 2nd Notice sent/ unable to contact the owner

Resident Questions, Concerns, Follow Ups Complaints:

- 14 Hudson Ave- two recliners out by curb (will send 2nd notice this week)
- 14 Woodcrest Drive- in foreclosure, two recliners out by curb. House in foreclosure working with the bank to resolve the issue.

JAN 2 2025 AM 10:06



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

JAN 9 2025 AM 8:52

MONTHLY REPORT FOR DECEMBER 2024

Calls / Services Total	261		
Investigations	0		
Alarms	15		
Funeral Escorts	0		
Personal Injury Accidents	5		
Property Damage Accidents	5		
Open Doors & Windows	0		
House Checks	0		
Assist Other Agencies (Police, Fire, or EMS)	10		
Uniform Traffic Tickets	31		
Parking Tickets	13		
D.W.I. Arrests	0		
Penal Law Arrests		Violations	1
		Misdemeanors	1
		Felonies	1
		Warrant	1
Traffic Details	12		
Larcenies Reported	1		
Criminal Mischief Reported	0		
Burglaries Reported	0		
Mileage 7G277	0		
Mileage 7G275	2293		
Mileage 7G276	<u>284</u>		
Total	2577		

Respectfully submitted,

David J. Gifford
Chief of Police

cc: Mayor & Trustees



BOARD MEETING January 15, 2025

WATER/WASTE WATER TOTALS:

WATER: 11,188,000	WASTEWATER: 10,830,000
Avg. day: 361,000	Avg. day: 349,000
Max. day: 425,000 12/30	Max. day: 730,000 12/11
Min. day: 327,000 12/17	Min. day: 220,000 12/24
Town Water: 000	

- 1) Emergency Water Shut Offs:
- 2) Emergency Sewer Calls: 12/5 4 Stewart Ave, 12/5 29 Haviland Ave, 12/12 215 Main St, 12/14 14 Prospect St, 12/19 21 Main St, 12/28 14 Terrace Ave.
- 3) 12/2-12/4 Trim Village trees.
- 4) 12/5-12/6 Work with SAKs Metering to shut several curb stops.
- 5) 12/9-12/10 Sort out and clean all scrap metal from the meter project and bring it to the scrap metal facility.
- 6) 12/11 Gazebo repairs for the Tree Lighting Ceremony.
- 7) 12/12 Milling with NYSDOT.
- 8) 12/18-12/19 Trim Village trees.
- 9) 12/27 Begin picking up X-Mass trees.
- 10) 12/31 Mandatory Training for all DPW employees.
- 11) Winter snow & Ice management is underway.
- 12) Property, building, equipment, and infrastructure maintenance continues.




TJ Chagnon
Public Works Superintendent

Water System Operation Report

Public Water System Name	Reporting Month/Year	Date Report Submitted	Source Water Type(s)
Village of South Glens Falls	December-24		
Public Water Supply ID#	County	Town, Village, or City	
4500170	Saratoga	Village of South Glens Falls	
Treatment Plant(s) Identificatio #1	Beach Road WTP		

Date	Treated water volume (1,000 gallons/day)	Gas Cl ₂		Chlorination								PH	Water Temp. °C	Phosphate PPM
		Cylinder weight remaining (lbs.)	Chlorine used per day (lbs.)	Free Chlorine Residual at Entry Point (mg/l)										
				0000	0400	0800	1200	1600	2000	Max.	SU			
1	349.5	82.7	149.6		1.10	1.21	1.19	1.31	1.15	1.09	1.31	7.27	11.3	0.89
2	363.7	78.8	149.4	4.2	1.11	1.28	1.26	1.28	1.18	1.10	1.28	7.26	11.1	1.12
3	365.1	75.2	149.6	3.6	1.11	1.18	1.22	1.16	1.01	1.05	1.22	7.27	11.1	1.12
4	351.7	71.4	149.4	4.0	1.01	1.18	1.35	1.23	1.18	1.14	1.35	7.27	10.9	1.56
5	372.5	67.8	149.8	3.6	1.09	1.18	1.26	1.22	1.13	1.08	1.26	7.25	10.9	1.52
6	351.5	63.8	149.4	4.4	1.06	1.22	1.22	1.21	1.16	1.07	1.22	7.22	10.9	1.26
7	364.2	60.1	149.4	3.7	1.15	1.22	1.31	1.26	1.14	1.15	1.31	7.27	10.9	1.17
8	331.7	56.9	150.0	3.2	1.16	1.16	1.36	1.32	1.13	1.05	1.36	7.27	11	1.16
9	357.5	53.2	150.0	3.8	1.02	1.11	1.31	1.22	1.10	1.10	1.31	7.26	11.1	1.02
10	361.7	49.8	150.2	3.4	1.08	1.23	1.21	1.21	1.18	1.10	1.23	7.24	11.2	1.15
11	358.8	46.5	150.6	3.2	1.11	1.06	1.28	1.19	1.13	1.07	1.28	7.24	11.1	1.27
12	352.6	42.1	150.0	5.0	1.08	1.07	1.24	1.20	0.95	1.03	1.24	7.21	11.1	1.42
13	373.1	37.7	149.2	5.2	1.01	1.18	1.23	1.19	1.14	1.05	1.23	7.2	10.9	1.6
14	357.5	33.6	148.6	4.8	1.13	1.23	1.31	1.39	1.26	1.11	1.39	7.23	10.7	1.16
15	365.3	29.9	151.2	3.7	1.17	1.13	1.29	1.26	1.14	1.11	1.29	7.28	10.5	1.16
16	338.8	26.9	151.8	3.0	1.12	1.12	1.24	1.23	1.20	1.15	1.24	7.27	10.5	1.09
17	327.1	23.9	153.0	3.0	1.14	1.16	1.27	1.17	1.16	1.16	1.27	7.17	11.2	0.89
18	360.3	20.5	153.2	3.4	1.13	1.18	1.23	1.22	1.14	1.13	1.23	7.12	11.4	1.2
19	369.4	16.5	152.8	4.4	1.10	1.17	1.20	1.15	1.10	1.12	1.20	7.08	11.3	1.13
20	354.7	12.5	152.0	4.8	1.10	1.18	1.22	1.22	1.14	1.14	1.22	7.12	11.2	1.4
21	354.5	8.5	151.2	4.8	1.09	1.20	1.22	1.21	1.12	1.15	1.22	7.14	11.3	1.1
22	368.2	4.3	150.0	5.4	1.13	1.20	1.19	1.24	1.16	1.17	1.24	7.1	10.9	1.2
23	375.6	0.7	150.2	3.6	1.16	1.24	1.24	1.24	1.16	1.14	1.24	7.16	10.5	1.18
24	367.6	146.4	148.2	2.0	1.14	1.22	1.19	1.18	1.13	1.07	1.22	7.12	10.6	1.21
25	347.1	150.1	145.0	3.2	1.13	1.16	1.22	1.23	1.18	1.18	1.23	7.1	10.9	1.47
26	355.2	150.1	141.4	3.6	1.20	1.19	1.31	1.28	1.12	1.12	1.31	7.11	10.7	1.42
27	372.8	150.7	138.2	3.2	1.16	1.17	1.29	1.26	1.14	1.12	1.29	7.11	10.7	1
28	359.8	151.5	135.6	2.6	1.14	1.14	1.29	1.27	1.12	1.10	1.29	7.15	10.9	1.15
29	344.7	152.1	132.8	2.8	1.14	1.14	1.28	1.25	1.12	1.08	1.28	7.13	11.2	1.08
30	425.3	153.0	130.0	2.8	1.04	1.13	1.22	1.10	1.02	0.97	1.22	7.13	11.2	1.15
31	390.4	152.8	126.4	3.8	1.03	1.14	1.14	1.11	1.11	1.03	1.14	7.1	11.5	1.44
Total	11,188			112.05								7.2285	10.9903	1.21903
AVG.	361			3.735								7.18871	10.9903	1.21903
MAX	425			5.39								7.28	11.5	1.6
MIN.	327			1.99								7.08	10.5	0.93

Reported by: Alan Dubois Jr Title: Operator in Charge NYS DOH Operator Number: NY0041732
 Signature:  Date: 1/3/25 Operator Grade Lev: IIA, IIB, C, D

South Glens Falls Sewer Totals 2024

JAN 6 2025 AM 7:44

Sunday, December 01, 2024	AD	320	X 1000 Gallons
Monday, December 02, 2024	AD	290	X 1000 Gallons
Tuesday, December 03, 2024	JR	310	X 1000 Gallons
Wednesday, December 04, 2024	JR	380	X 1000 Gallons
Thursday, December 05, 2024	JR	250	X 1000 Gallons
Friday, December 06, 2024	AD	230	X 1000 Gallons
Saturday, December 07, 2024	AD	280	X 1000 Gallons
Sunday, December 08, 2024	AD	300	X 1000 Gallons
Monday, December 09, 2024	AD	290	X 1000 Gallons
Tuesday, December 10, 2024	JR	380	X 1000 Gallons
Wednesday, December 11, 2024	JR	730	X 1000 Gallons
Thursday, December 12, 2024	JR	400	X 1000 Gallons
Friday, December 13, 2024	AD	350	X 1000 Gallons
Saturday, December 14, 2024	AD	410	X 1000 Gallons
Sunday, December 15, 2024	AD	400	X 1000 Gallons
Monday, December 16, 2024	AD	400	X 1000 Gallons
Tuesday, December 17, 2024	JR	490	X 1000 Gallons
Wednesday, December 18, 2024	AD	250	X 1000 Gallons
Thursday, December 19, 2024	JR	360	X 1000 Gallons
Friday, December 20, 2024	AD	310	X 1000 Gallons
Saturday, December 21, 2024	AD	350	X 1000 Gallons
Sunday, December 22, 2024	AD	380	X 1000 Gallons
Monday, December 23, 2024	JR	460	X 1000 Gallons
Tuesday, December 24, 2024	JR	220	X 1000 Gallons
Wednesday, December 25, 2024	JR	350	X 1000 Gallons
Thursday, December 26, 2024	AD	260	X 1000 Gallons
Friday, December 27, 2024	AD	310	X 1000 Gallons
Saturday, December 28, 2024	AD	320	X 1000 Gallons
Sunday, December 29, 2024	AD	350	X 1000 Gallons
Monday, December 30, 2024	JR	290	X 1000 Gallons
Tuesday, December 31, 2024	JR	410	X 1000 Gallons
			X 1000 Gallons
	TOTAL:	10830	X 1000 Gallons
	TOTAL:	10830000	
	AVERAGE:	349.3548387	
	MIN:	220	
	MAX:	730	

Date:	Total Gallons:	Clear Well Gallons:	Pumped Gallons:	Returned Gallons:
December 1, 2024	845,949	330,681	349,490	515,268
December 2, 2024	835,070	345,663	363,656	489,407
December 3, 2024	819,745	343,246	365,097	476,499
December 4, 2024	856,204	339,988	357,726	516,216
December 5, 2024	848,242	354,301	372,458	493,941
December 6, 2024	842,138	333,590	351,471	508,548
December 7, 2024	856,488	352,575	364,164	503,913
December 8, 2024	836,080	316,015	331,744	520,065
December 9, 2024	840,181	356,510	357,524	483,671
December 10, 2024	831,143	352,353	361,697	478,790
December 11, 2024	852,932	349,293	358,829	503,639
December 12, 2024	846,970	344,412	352,953	502,558
December 13, 2024	849,382	362,523	373,098	486,859
December 14, 2024	849,374	346,958	357,545	502,416
December 15, 2024	853,488	349,048	365,348	504,440
December 16, 2024	831,129	327,931	338,838	503,198
December 17, 2024	827,783	324,575	327,070	503,208
December 18, 2024	842,887	350,305	360,266	492,582
December 19, 2024	844,678	359,876	369,443	484,802
December 20, 2024	842,285	343,033	354,672	499,252
December 21, 2024	840,620	346,178	354,513	494,442
December 22, 2024	799,834	356,520	368,182	443,314
December 23, 2024	846,737	363,064	375,638	483,673
December 24, 2024	854,661	356,086	367,063	498,575
December 25, 2024	853,625	335,292	347,134	518,333
December 26, 2024	804,521	338,855	355,233	465,666
December 27, 2024	768,407	366,686	372,761	401,721
December 28, 2024	757,623	344,315	359,778	413,308
December 29, 2024	771,623	335,832	344,724	435,791
December 30, 2024	788,719	419,497	425,335	369,222
December 31, 2024	786,055	380,271	390,343	405,784
Totals:	25,724,573	10,825,472	11,193,793	14,899,101



46 Saratoga Avenue
South Glens Falls, New York 12803
Phone: 518-793-1455
Fax: 518-793-3063

PARK RESERVATION REQUEST FORM

Board Mtg Date: _____
<input type="checkbox"/> Approved
<input type="checkbox"/> Denied

Requested Location

- Cooper's Cave Park (Gazebo on First St.) Memorial Park (Fifth St. & Ferry Blvd)
- Check if power is required (Gazebo ONLY)

Date(s) Requested: SAT JUNE 12th **\$30.00 Non-Refundable Usage Fee**
Due at Time of Application.

Start Time: mid morning End Time: LATE AFTERNOON

Individual or Business Name Requesting Park Reservation: Katie and DAVID O'Hara

Contact Name (if Business Reservation): Susan Johnson

Phone: 518 917 2167 Email: _____

Mailing Address: 149 Bloody Pond Rd. Lake George 12845

Purpose for Reservation: wedding Estimate # in Attendance: 50

Brief Description of Event: Celebration

Does the event organizer have insurance coverage (if required)? I believe

I, the undersigned, agree to follow the rules governing proper use of Village Park(s). To include, but not all-inclusive:

1. No taping, drilling, or stapling to hang signs or decorations.
2. No throwing of rice, confetti, or birdseed.
3. No alcoholic beverages, cooking on premises, nor driving vehicles on the Park's lawns.
4. Must use trash receptacles to clean up and leave Park as it was found.
5. No money-making, for-profit, ventures without prior approval.
6. Parking for events can be at the Copper's Cave parking lot (lower lot).

Signature: [Handwritten Signature]

Date: _____



QUOTES RECEIVED

Purchasing (Total Project)

Date: 12/18/2024
State Contract No. _____

Quotes received for: Strip & wax Police Station tile floors

Vendor	Price
<u>North Country Janitorial</u>	<u>\$788.75</u>
<u>All Pro Restoration</u>	<u>\$750.00</u>
_____	_____
_____	_____

Notes: Disable to locate any other vendors who maintain tile floors. Can use A-3120-0412

I recommend All Pro. ~~ABC~~

For all items between \$500 and \$2999, please provide 3 verbal quotes. For all items between \$3000 and \$9999, please provide 3 written/faxed quotes. Anything over \$10,000 will need to go to bid.

ALLPRO



RESTORATION

1352 Saratoga Rd.
Gansevoort NY 12831
518-793-5311
1-800-287-4267
AllProHELP.com

December 16, 2024

South Glens Falls Police Department
5 West Marion Avenue
South Glens Falls, NY 12803
C/o: Chief David Gifford
E: david.gifford@sgfny.com
P: 518-792-6336

Dear Chief Gifford,

Thank you for letting Allpro Restoration Services provide you with an estimate I am confident our work will exceed your expectations in quality and professionalism. Allpro utilizes state of the art equipment and has well trained technicians. More important than our equipment is our commitment to professional quality service. Should you have any issue or concern we work quickly to resolve any matters, we guarantee our work. We follow up daily on customer satisfaction and pledge to have excellent communication.

If you have any questions or concerns, please call. Thank you for your time and consideration.

Sincerely,

David Doucette

David Doucette, Director of Operations – AllPro Restoration

Contract

5 West Marion Avenue, South Glens Falls, NY 12803

AllPro is prepared to start the service upon request and based on availability. AllPro will supply all required PPE, specialized solutions and equipment to complete the project.

Scope: The AllPro technicians will perform the following:

- Strip and apply 3 coats of wax to VCT tiles including, vestibule, bathrooms, hallways and offices.

Pricing valid for 90 days upon receipt

Description	Amount
Strip and Wax all floors and scrub bathroom floors	\$ 750.00
Tax Exempt	\$ -
Total	\$ 750.00

X _____

Representative Signature Name, Date

Print: _____

X *David Dancette* Director of Operations, December 16, 2024

AllPro Restoration Services Authorized Signature Name, Title Date



NORTH COUNTRY JANITORIAL INC.

188 Dix Avenue • Glens Falls, New York 12801
518-793-8750 • 518-798-5497 • Fax 518-745-7536
www.northcountryjanitorial.com

December 13, 2024

South Glens Falls Police Dept.
5 W. Marion Ave
South Glens Falls, NY 12803
david.gifford@sqfnny.com

Dear Chief Gifford,

Thank you for giving us the opportunity to provide you a floor service quote.

We are proposing the following services:

Strip & Wax of VCT Tile Floors **\$788.75 plus applicable tax.**

South Glens Falls Police Dept. will be responsible for moving any heavy items to ensure the workspace is accessible and free from obstruction.

*Price is quoted for standard weekday work and includes an Energy & Efficiency Fee of \$8.75.

*Services requested on the weekend will be subject to additional charges.

*Pricing is valid for 90-Days and work will be invoiced upon completion to be paid within 20 days.

SOUTH GLENS FALLS POLICE

PRINT NAME

DATE: _____

NORTH COUNTRY JANITORIAL, INC.

(Handwritten signature)

PRINT NAME

DATE: 12/13/2024



QUOTES RECEIVED

Purchasing (Total Project)

JAN 13 2025 AM 9:50

Date: 12/6/24

State Contract No. 10/1A

Quotes received for: Repair / Replacement of the Water Part Circulator # 2

Vendor	Description	Price
Adriacat P&M	Replace with Taco	\$ 8,915.00
Northon Mechanical	Replace with Grundfos	\$ 6,893.00
CEL Mechanical	Replace -	\$ 10,195.00
	Rebuild Pump	\$ 4,388.51
	Replace with Taco	\$ 6,525.00
	Rebuild pump	\$ 3,185.00 *

Notes: FX 8320.403 Water Pump Repairs - 10 class to station.

FX 8320.405 Water Pump Station Misc - take balance from

For all items between \$500 and \$2999, please provide 3 verbal quotes. For all items between \$3000 and \$9999, please provide 3 written/faxed quotes. Anything over \$10,000 will need to go to bid.

ADIRONDACK P & M

Po Box 562, Glens Falls, NY 12801-0562
 Phone No. (518) 793-3883, Fax No. (518) 793-4114



PLUMBING & MECHANICAL
 CONTRACTORS
 AND SHEET METAL FABRICATORS



PROPOSAL

Date	Estimate #
12/5/2024	141004

"Quality work is remembered long after the price is forgotten"

Name / Address	Ship To
Village of So. Glens Falls 48 Saratoga Ave. So. Glens Falls, NY 12803	So. Glens Falls Public Works 116-1/2 Saratoga Ave. So. Glens Falls, NY 12803

Project
122401 - Water pl...

Description	Qty	Rate	Total
We propose to supply and install a new Circulator/pump from the boiler to the air handler to replace the existing one with the following: -One Taco KS1506 3 phase pump. -Existing piping to remain as is. -The Eaton H-Max series control will remain as is. We will reconnect the existing wiring for this new pump. -The other pump will remain as is. We have included Prevalling Wage for this work. Exempt	1	8,915.00	8,915.00
		0.00%	0.00

This contract does not include any cost to correct inadequate, illegal, obsolete, or defective plumbing equipment nor does it include removal, moving, or charging of any plumbing equipment not specified in this contract. Contract is for the work described above only - painting, patching, electrical, carpentry, or roofing work is not included unless specified above.

All work is to be done in a neat and workmanlike manner in accordance with existing codes governing our craft. Unless otherwise noted, terms are payment of progress billing upon completion of that phase. A service charge of 1 1/2% per month will be added to any unpaid balance. All materials and equipment remain property of Adirondack P&M, Inc. until the contract is paid in full.

We guarantee the installation to be free of defects in workmanship and materials for one year from the date of installation.

If Adirondack P&M, Inc. is not paid in full for the work and services as set forth above, and this account is turned over for collection, then the damages sought by Adirondack P&M, Inc. will include the full amount of this invoice plus court costs and reasonable attorney fees. The customer agrees to personally guaranty payment to Adirondack P&M, Inc for work as described above.

This proposal may be withdrawn by us if not accepted within 10 days.

Accepted By (customer) _____ Date _____

Adirondack P&M, Inc. _____

Total	\$8,915.00
--------------	-------------------

09:16 AM 07/27/24

ADIRONDACK P & M

Po Box 562, Glens Falls, NY 12801-0562
Phone No. (518) 793-3883, Fax No. (518) 793-4114



PLUMBING & MECHANICAL
CONTRACTORS
AND SHEET METAL FABRICATORS



PROPOSAL

Date	Estimate #
12/5/2024	141004

"Quality work is remembered long after the price is forgotten"

Name / Address	Ship To
Village of So. Glens Falls 48 Saratoga Ave. So. Glens Falls, NY 12803	So. Glens Falls Public Works 116-1/2 Saratoga Ave. So. Glens Falls, NY 12803

Project
122401 - Water pl...

Description	Qty	Rate	Total
Optional bid with a different circulator 12/12/24 We propose to supply and install a new Circulator/pump from the boiler to the air handler to replace the existing one with the following: -One Grundfos UPS 40-240F 3 phase 230v pump. PLEASE NOTE: The Taco circ does 27 gpm @ 40' head, the Grundfos does 30 gpm @ 40' head. -Existing piping to remain as is. We will add needed pipe for this circ because it is 1 1/2" smaller than the Taco. -We were told that the Eaton H-Max series control will remain as is and will run this circ. We will reconnect the existing wiring for this new pump. -The other pump will remain as is. We have included Prevailing Wage for this work. Total for this option ...\$6,893.00		0.00	0.00T
PLEASE NOTE: If there is control work needed for this circulator, it will be by others. Exempt		0.00%	0.00

This contract does not include any cost to correct inadequate, illegal, obsolete, or defective plumbing equipment nor does it include removal, moving, or charging of any plumbing equipment not specified in this contract. Contract is for the work described above only - painting, patching, electrical, carpentry, or roofing work is not included unless specified above.

All work is to be done in a neat and workmanlike manner in accordance with existing codes governing our craft. Unless otherwise noted, terms are payment of progress billing upon completion of that phase. A service charge of 1 1/2% per month will be added to any unpaid balance. All materials and equipment remain property of Adirondack P&M, Inc. until the contract is paid in full.

We guarantee the installation to be free of defects in workmanship and materials for one year from the date of installation.

If Adirondack P&M, Inc. is not paid in full for the work and services as set forth above, and this account is turned over for collection, then the damages sought by Adirondack P&M, Inc. will include the full amount of this invoice plus court costs and reasonable attorney fees. The customer agrees to personally guaranty payment to Adirondack P&M, Inc for work as described above.

This proposal may be withdrawn by us if not accepted within 10 days.

Accepted By (customer) _____ Date _____

Adirondack P&M, Inc. _____

Total	\$6,893.00
--------------	-------------------

Northern Mechanical Services

30 progress Blvd. Queensbury N.Y. 12804
(518) 745-1537
DBrambley@northernmechservices.com

Proposal

SGF Water Department
116-1/2 Saratoga Ave.
South Glens Falls, N.Y. 12803

December 13, 2024
SGF Village Water

We propose hereby to furnish material and labor - complete in accordance with the specifications below.
As listed

Payment to be made as follows:
Payment due net invoice

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Dana Brambley

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

Total cost to furnish materials and labor to replace or rebuild pump seal.

Scope of Work

Option #1 Replace seal in pump assembly: Total: \$ 4,388.51

Option #2 Replace the entire pump assembly.

- Isolate the pump from the system.
- Remove wiring from pump
- Install new pump assembly Model # KS1506
- Wire up pump to existing 230 VAC 1 phase.
- Start system check for proper operation.

Total: \$ 10,195.00

Note: If a decision is made to repair the pump, seal any additional defects found
Once the pump is removed, any additional cost would have to be approved
By customer. (Option #1)

Excludes-

- Line voltage
- NYS Sales Tax



PROPOSAL

Date: 01/10/2025
 Proposal # CL2497 #2

TO:
SGF Water Treatment Plant
 116-1/2 Saratoga Ave.
 South Glens Falls, NY 12803

Attn: TJ Chagnon/DPW Supervisor

PO	Job	Payment Terms	Start Date
2497 – Option #2 Replace Existing Pump	Pump Replacement or Repair	Per contract	Upon contract signing and scheduling.

Qty	Description	Unit Price	Line Total
1	Remove existing pump assembly and replace with a direct replacement. (Labor) – Option #2	\$00.00	\$1,000.00
1	Taco pump, misc. gaskets and materials. (Materials) Option #2	\$00.00	\$5,525.00
Subtotal			\$6,525.00
Sales Tax			Exempt
Total			\$6,525.00

Proposal good for 30 days. Add 4% for credit card payments.
Make all checks payable to C&L Mechanical, Corp.
Thank you for your business!

Terms & Conditions: All late payments are subject to interest at the rate of 9% per annum. In the event of a default or breach of this contract, the breaching party shall be liable for all costs, including but not limited to reasonable attorney's fees, incurred by the party seeking to enforce the terms of this contract. Any action to enforce this contract shall be commenced in a Court of competent jurisdiction located in Warren County, New York.



PROPOSAL

Date: 01/10/2025
 Proposal # CL2497 #1

TO:
 SGF Water Treatment Plant
 116-1/2 Saratoga Ave.
 South Glens Falls, NY 12803

Attn: TJ Chagnon/DPW Supervisor

PO	Job	Payment Terms	Start Date
2497 – Option #1 Repair Existing Pump	Pump Replacement or Repair	Per contract	Upon contract signing and scheduling.

Qty	Description	Unit Price	Line Total
1	Remove Existing pump, disassemble and replace the impeller shaft, and install a new seal kit. Reinstall pump and duct put back in service. (Labor) – Option #1	\$00.00	\$1,000.00
1	Seal kit, shaft kit and misc. gaskets and materials associated with installation. (Materials) - Option #1	\$00.00	\$1,185.00
	Subtotal		\$2,185.00
	Sales Tax		Exempt
	Total		\$2,185.00

**Proposal good for 30 days. Add 4% for credit card payments.
 Make all checks payable to C&L Mechanical, Corp.
 Thank you for your business!**

Terms & Conditions: All late payments are subject to interest at the rate of 9% per annum. In the event of a default or breach of this contract, the breaching party shall be liable for all costs, including but not limited to reasonable attorney's fees, incurred by the party seeking to enforce the terms of this contract. Any action to enforce this contract shall be commenced in a Court of competent jurisdiction located in Warren County, New York.

100 Great Oaks, Suite 116
Albany, NY 12203
United States
t. 518-793-1111 f. 518-670-0120

Number STSQ22136-01

Date Dec 12, 2024

Sold To

South Glens Falls Police Department
Nick Bodkin
5 West Marion Avenue
South Glens Falls, NY 12803
United States

Phone 518-792-6336
Fax

Your Sales Rep



Barbara Jones
Account Executive
(518) 417-4120 x4103
quote@storedtech.com

Here is the quote you requested.

Qty	Description	Unit Price	Ext. Price
License Renewal			
1	1 Yr Meraki MX64 Enterprise License - Subscription License	\$202.15	\$202.15

Scope of Work

Renew license on client's Meraki security appliance. Current license expires Jan. 19, 2025.

Acquire the technology you need today! Leasing options may be available for any quotes greater than \$5,000. Please contact your Sales representative if you would like more information.

Deposit Required: \$0.00
Monthly Total: \$0.00

SubTotal	\$202.15
Tax	\$0.00
Shipping	\$0.00
Total	\$202.15

**** Balance of total due upon delivery of hardware/software to client site.**

Prices subject to change. Prices based upon total purchase. All delivery, training or consulting services to be billed at published rates for each activity involved. Generally all hardware components proposed above are covered by a limited one-year warranty, covering parts and labor for hardware only and on a depot basis. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business. Nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. Minimum 15% restocking fee with original packaging. If either party brings any legal proceeding or lawsuit in connection with an alleged breach of this Agreement, the prevailing party in such proceeding or lawsuit shall be entitled to recover its costs, legal fees and disbursements from the other party

SOUTH GLENS FALL BOARD OF TRUSTEES

**RESOLUTION AUTHORIZING INTERMUNICIPAL AGREEMENT
WITH THE TOWN OF MOREAU
AND THE SUBMISSION OF A GRANT APPLICATION TO
THE NEW YORK STATE DEPARTMENT OF STATE**

WHEREAS the Village of South Glens Falls (Village) and the Town of Moreau (Town) are immediately adjacent municipalities; and

WHEREAS the Village and the Town wish to arrange for the sharing of a shed to store road salt (Saltshed or Project) for use in treating roads during winter conditions; and

WHEREAS the Village Board of Trustees and the Town Board have determined that such an arrangement would be in the best interests of their respective municipalities by lowering costs of construction, maintenance, and operation of the Saltshed; and

WHEREAS the General Municipal Law authorizes the Village and Town to enter into cooperative agreements such as this; and

WHEREAS the New York State Department of State Local Government Efficiency (LGE) Grant Program offers funding to municipalities for intermunicipal projects targeting shared opportunities, cost savings, and delivery of efficient quality services.

NOW, THEREFORE, BE IT

RESOLVED, that the Village Board of Trustees authorizes the Town of Moreau to apply for grant funding from the New York State Department of State in the amount of \$137,600, for construction of the Project, with a planned contingency of 10%, and a 5% local match each from the Village and Town; and be it

FURTHER RESOLVED, that the Village Board of Trustees authorizes the Village Mayor to execute an Intermunicipal Agreement for construction of the Project and use shared by the Village and Town, on such terms as are acceptable to the Supervisor and Mayor of South Glens Falls.

MOTION by Trustee _____

SECOND by Trustee _____

Roll Call

I hereby certify that this Resolution was duly adopted by the Board of Trustees of the Village of South Glens Falls at a regular meeting of the Board conducted on December ____, 2024.

By: _____

Village Clerk

**INTERMUNICIPAL AGREEMENT BETWEEN
THE VILLAGE OF SOUTH GLENS FALLS AND
THE TOWN OF MOREAU**

WHEREAS the Village of South Glens Falls (Village) and the Town of Moreau (Town) are immediately adjacent municipalities; and

WHEREAS the Village and the Town wish to arrange for the sharing of a shed to store road salt (saltshed) for use in treating roads during winter conditions; and

WHEREAS the Village Board of Trustees and the Town Board have determined that such an arrangement would be in the best interests of their respective municipalities by lowering costs of construction, maintenance, and operation of the saltshed; and

WHEREAS the General Municipal Law authorizes the Village and Town to enter into cooperative agreements such as this; and

WHEREAS the New York State Department of State Local Government Efficiency (LGE) Grant Program offers funding to municipalities for intermunicipal projects targeting shared opportunities, cost savings, and delivery of efficient quality services.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Village and Town agree as follows:

1. The Village and Town shall jointly make a grant application in the 2024-2025 LGE Round for funding in the amount of \$137,600, with a planned contingency of 10%, for the construction of the shared saltshed, as supported in both municipalities comprehensive planning documents.

2. The LGE grant opportunity requires a 10% cash match for the project and the Village and Town will each contribute 5% toward the match.

3. Upon approval of the grant application, the Town shall construct the saltshed on Town property.

4. The Village Department of Public Works and the Town Highway Department shall share access to the saltshed and share the cost of road salt in proportion to the amount of salt used by each municipality, and the Village and Town will jointly establish a log system to track the amount of road salt used by each municipality.

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

On this ____ day of December in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared JESSE FISH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public