



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

Public Meeting 7:00 PM
October 1, 2025
MAYOR JOSEPH ORLOW PRESIDING
Agenda

Public Hearing - waiving of penalties

Public Forum

1. Grant Projects Update
 - a. GIGP
 - i. Compound meters (install Octave)
 - ii. Force work
 - iii. Project close out
 - b. CDBG Grant
 - i. Authorizing Resolution to Bid
 - ii. Advertisement for Bid
2. Dehumidifier bids
3. Motion to Approve the Bills and Payroll as Audited
 - a. General - \$44,223.17
 - b. Water - \$2,490.64
 - c. Sewer - \$1,176.83
 - d. Payroll -
 - i. 10/01/25 -\$25,108.46
4. AGFTC traffic study consultant
5. Cellular easement agreement
6. Rescind Motion 050725
Motion 050725-21 to engage an engineer to conduct a Water/Sewer rate analysis and review asset allocation of \$3,500.00 and engage Delaware Engineering to submit IUP for Baker Avenue from A 8340.403 to A 8310.411: Trustee Baxter motioned, Trustee Comstock seconded. All in favor, motion passed.
7. Motion to approve June and July financial reports
8. Unpaid sidewalk 79 Spring Street - motion for a special assessment
9. PD Ammo Purchase



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10. Approval of water/sewer warrant

11. Minutes 09/11/25

12. Mountain medical contract

13. Old Business

a. Paving project Main Street

- i. 10/7 - 10/8 milling all of Main Street (no parking on either side of the street those 2 days)
- ii. 10/28 - 10/29 paving and hot top (no parking either side of the street, hot top will need a couple of hours to dry)

14. New Business

a. IMA Cannabis tax distribution

15. Trustee Reports

16. Mayor's Report

17. Executive Session: PBA Negotiations, Grievance

**RESOLUTION AUTHORIZING THE ADVERTISEMENT FOR BIDS
FOR THE VILLAGE OF SOUTH GLENS FALLS
FERRY BOULEVARD UPGRADES – CDBG PROJECT
CONTRACT 1G**

WHEREAS, the Village of South Glens Falls (Village) is the Owner of the Ferry Boulevard Upgrades – CDBG Project, Contract 1G; and

WHEREAS, Barton & Loguidice, D.P.C. (B&L), has been retained by the Village to assist the Village with bidding services for the Project in accordance with General Municipal Law; and

WHEREAS, the Village Board acknowledges the Plans and Specifications have been reviewed and approved by the New York State Department of Health and the New York State Homes & Community Renewal, Office of Community Renewal; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of South Glens Falls, does hereby authorize the advertisement for bids for the Village of South Glens Falls Ferry Boulevard Upgrades - CDBG Project, Contract 1G; and

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately.

WHEREFORE, the foregoing Resolution was put to a vote of the members of the Village Board of the Village of South Glens Falls by a motion from _____ and seconded by _____ on October 1, 2025, the result of which vote was as follows:

Ayes

Nays

Absent

DATED:

I hereby certify that this resolution was adopted on _____ and is recorded in the Meeting Minutes of the Village of South Glens Falls Village Board.

Village Clerk Treasurer

Village of South Glens Falls

AP Warrant

I certify that I have reviewed the warrant attached and you are hereby directed to pay each of the claimants in the amount show opposite their name.

WARRANT DATE: 10/1/25

General Fund (A) Total: \$44,223.17

Vouchers	26000159	26000340	26000342	26000344	26000345
	26000346	26000347	26000348	26000349	26000350
	26000351	26000352	26000353	26000354	

Water Fund (FX) Total: \$2,490.64

Vouchers	26000343	26000346	26000347		

Sewer Fund (G) Total: \$1,176.83

Vouchers	26000346	26000347			

BOARD OF TRUSTEES

Joseph Orlow, Mayor _____

Timothy M. Carota, Trustee: _____

Claude Middleton, Trustee: _____

Keith Comstock, Trustee: _____

Zachary Baxter, Trustee: _____

Village of South Glens Falls

Payroll Warrant

I certify that I have audited the attached timesheets in the amounts shown on the October 1, 2025 warrant.
You are hereby directed to pay the employees in the amounts shown per department.

WARRANT DATE: 10/01/25

Payroll Week Ending:	<u>September 27, 2025</u>
Check Date:	<u>October 1, 2025</u>
Clerks:	<u>\$3,502.76</u>
DPW:	<u>\$10,075.21</u>
Police:	<u>\$10,760.39</u>
Mayor/Board/Bldg. Inspector:	<u>\$770.10</u>
Total Payroll:	<u>\$25,108.46</u>

Payroll Week Ending:	<u></u>
Check Date:	<u></u>
Clerks:	<u></u>
DPW:	<u></u>
Police:	<u></u>
Mayor/Board/Bldg. Inspector:	<u></u>
Total Payroll:	<u>\$0.00</u>

BOARD OF TRUSTEES

Joseph Orlow, Mayor:	<u></u>
Timothy M. Carota, Trustee:	<u></u>
Claude Middleton, Trustee:	<u></u>
Keith Comstock, Trustee:	<u></u>
Zachary Baxter Trustee:	<u></u>

September 26, 2025

Jack Mance, Senior Transportation Planner
Adirondack/Glens Falls Transportation Council
11 South Street, Suite 203
Glens Falls, New York 12801

RE: Letter of Interest for the Harrison Avenue/Main
Street Intersection Evaluation
File: 703.5189

Dear Mr. Mance:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this Letter of Interest to conduct the requested transportation planning and engineering services for the Harrison Avenue/Main Street Intersection Evaluation in the Village of South Glens Falls.

Project Approach and Scope of Work

The project area includes the intersection of Harrison Avenue and Main Street in the Village of South Glens Falls that is in close proximity to Saratoga Avenue (NY Route 9) as well as the Oliver W. Winch Middle School and Harrison Elementary School. The Village and their residents have concerns at this location with the volume of traffic, vehicular operation of the intersection, pedestrian and bicycle crossings, and overall safety. To assess the location and assist the Village and A/GFTC with potential improvements, we offer the following scope of services.

Task 1 – Intersection Evaluation

1. B&L will provide an assessment and inventory of existing conditions for the intersection and roadway approaches. The inventory will include pavement widths and conditions, signage, pavement markings, drainage infrastructure, utilities, right-of-way (based on available tax mapping or record plans), physical constraints, and other notable features.
2. B&L will evaluate the project area for compliance with ADA accessibility guidelines.
3. Traffic Data Collection:
 - a) B&L will install one (1) roadside radar traffic counter to collect traffic volume and speed data.
 - b) Turning movement counts (vehicular, bicycle, and pedestrian) will be collected continuously for 48 hours using video-based data collection units. Applicable 8-hour, 4-hour, and peak-hour volumes will be extracted from the video for use in warrant analyses.

4. The video footage will also be reviewed to observe intersection operations and multimodal user interactions, with a focus on the hours before and after school hours. This qualitative assessment will supplement technical data and provide additional insight to inform improvement recommendations.
5. B&L will perform an intersection sight distance analysis for all approaches. Measured distances will be compared against AASHTO and NYSDOT minimum sight distance standards.
6. B&L will obtain the most recent three (3) years of crash data from the NYSDOT CLEAR Crash Data Viewer. A summary of crash frequency, severity, collision types, patterns, and crashes involving non-motorized users will be prepared.
7. B&L will compile the existing conditions inventory, physical constraints (e.g., utilities, property boundaries), traffic and speed data, and crash history into an aerial base map. The Existing Conditions Map will support planning, recommendations, and cost estimating tasks.
8. Standards Compliance:
B&L will develop recommendations in accordance with the NYSDOT Highway Design Manual, the 11th Edition of the Manual on Uniform Traffic Control Devices (MUTCD), and the NYS MUTCD Supplement (2011).
9. Intersection Alternatives:
B&L will evaluate three intersection alternatives, each including potential traffic calming features, pedestrian accommodations, and ADA accessibility improvements:
 - a) Existing condition (two-way stop control) with enhanced features (e.g., RRFBs, bump-outs, or other applicable enhancements)
 - b) All-way stop control (Including the all-way stop control warrant analysis)
 - c) Traffic signal control (Including the traffic signal control warrant analysis)
10. Concept Design Plans:
The Existing Conditions Map developed under Task 1 will be expanded to include overlays of the proposed alternatives. This will graphically represent how each improvement integrates with the existing roadway, right-of-way, and surrounding context, including multimodal accommodations.
11. Conceptual Cost Estimates:
Conceptual cost estimates for all alternatives will be prepared and summarized in a single comparison table. Estimates will include costs for major construction items, contingency (based on level of design detail), right-of-way acquisition, and engineering. Assumptions and units will be clearly documented to support evaluation and comparison.

12. Intersection Evaluation Report:

B&L will prepare an Intersection Evaluation Report summarizing: existing conditions, traffic data, crash history, public outreach, and evaluated alternatives. The report will include discussion on potential funding sources, implementation feasibility, and next steps toward selecting a preferred alternative. Deliverables will be provided in PDF format with figures, tables, and GIS-based maps where applicable.

Task 1 Deliverables

1. Traffic volume and speed data summary
2. Intersection sight distance analysis
3. Crash history summary for the most recent three (3) years.
4. Existing Conditions Map.
5. Concept Design Plans for all three intersection alternatives
6. Conceptual Cost Estimates for each alternative
7. Intersection Evaluation Report
 - o Draft
 - o Draft for Public Review
 - o Final (including responses to public comments in an appendix, issued following the Village Board presentation)

Task 2 – Project Meetings and Outreach

B&L assumes that four (4) project meetings and outreach events will be held.

1. Kick-Off Meeting:
B&L will attend a virtual project kick-off meeting with A/GFTC and the Village to confirm project scope, deliverables, schedule, and the public/stakeholder outreach plan. Deliverables include meeting notes and an updated project schedule with key milestones.
2. Stakeholder Outreach:
To be confirmed at the Kick-off meeting. Our initial assumption for this item is that B&L will conduct targeted stakeholder outreach to gather public input on intersection operations. A short survey (5–10 questions with an optional comment field) may be distributed via Village/A/GFTC websites, handouts at adjacent schools (Harrison and Oliver W. Winch), or other appropriate media. Survey results will be summarized and included in the Intersection Evaluation Report.
3. Existing Conditions and Alternatives Review Meeting:
Following the Draft Intersection Evaluation Report review, B&L will conduct a virtual meeting to present a summary of the report, including existing conditions, alternatives, summarize cost estimates, and review potential funding sources and next steps. The meeting will also confirm the format and schedule for the Village Board presentation.

4. Village Board Presentation:

B&L will present the project to the Village Board during a regularly scheduled meeting. The presentation will summarize existing conditions, recommended improvements, and implementation costs, and provide an opportunity for public feedback. Deliverables will include a presentation deck and supporting materials.

Task 2 Deliverables

1. All meeting materials, including slides, maps, and minutes
2. Updated project schedule following the Kick-Off Meeting
3. Summary of stakeholder outreach and survey results

Schedule

Our initial project schedule is outlined below to show the major milestone events from the scope of work. We will work with the A/GFTC and Village to refine this schedule prior to or at the project kick-off meeting.

Task	Date
Notice to Proceed and Kick-off Meeting (Meeting #1)	October 2025
Existing Conditions Analysis	October 2025
Stakeholder Outreach (Meeting/Outreach #2)	October – November 2025
Draft Intersection Evaluation Report including the Concept Design Plans	December 2025
Existing Conditions and Alternatives Review Meeting (Meeting #3)	February 2026
Draft Intersection Evaluation Report for Public Review	March 2026
Village Board Meeting (Meeting #4)	March 2026
Final Intersection Evaluation Report	April 2026

Experience with Similar Projects

B&L has completed several similarly scoped transportation engineering and planning studies that included traffic analysis, warrant analysis, intersection and pedestrian safety improvements, and implementation of traffic calming elements. Given the project's scale and scope, we highlight several relevant studies previously completed for A/GFTC, including the Glen Street Intersections Pedestrian Studies in Glens Falls, Granville Trail Connections, Old Fort Edward Junction Locks Trail Extension Feasibility Study, and the White Creek Pedestrian and Parking Study. Two other projects that highlight our experiences with elements that will be included in this project are:

South Glens Falls Route 9 Corridor Study

B&L is teamed with AKRF to provide the Route 9 Corridor assessment from Feeder Dam Road north to the City of Glens Falls. The project is in the existing conditions assessment stage with the evaluation of alternatives scheduled for this fall. The overall project assessment includes an evaluation of the traffic conditions, pedestrian and bicycle network, potential signalized upgrades to Adaptive Signal Control Technology. B&L is providing the ADA compliance evaluation and a review of existing pedestrian and bicycle facilities. Potential recommended improvements that will be evaluated include mid-block crossing locations, installation of RRFB's at crossing locations, and pedestrian signal improvements. B&L is also providing the traffic signal warrant analysis for the intersection of Saratoga Avenue and Marion Avenue (at Common Roots).

Hudson Avenue Pedestrian Safety Improvements

The project was initiated to study pedestrian infrastructure and safety at two adjacent locations in the City of Glens Falls, the Hudson Avenue/South Street intersection and along School St. The locations are in close proximity to the Glens Falls Hospital, the Village Green Apartments, on and off street parking areas, and the multi-use building development at 14 Hudson Ave. These locations all generate and promote pedestrian use through the project area and along the existing sidewalk system. The catalyst for the project were safety concerns that have been brought to the City's attention including parents from Village Green expressing difficulty crossing Hudson Ave. at the South Street intersection when walking their children to school, and by the Glens Falls Hospital reporting that patrons of the Surgical Specialists of Glens Falls Hospital at 14 Hudson Avenue are crossing School Street mid-block. B&L provided video surveillance observations, sight distance evaluations, pedestrian counts, and an inventory of existing infrastructure and traffic control devices. The project provided the City with recommended treatments and their associated costs to improve the existing conditions, such as a re-alignment and signage improvements for the School Street mid-block crossing, Hudson Avenue tree removals to improve the crosswalk sight distance, lighting improvements, and an MUTCD compliant signing and striping plan that includes optional rapid rectangular flashing beacons.

Proposed Personnel**Project Manager | Daniel J. Rourke, P.E., PTOE, Associate**

Dan will serve as project manager and will be the primary contact person for A/GFTC and the steering committee. Mr. Rourke has been with B&L for 24 years and is qualified for this project through his familiarity with the area and experience with several similar projects in the region. He will be accountable for the day-to-day management of the

project including monitoring the schedule and budget, preparing for and presenting to the steering committee, and oversight and involvement of various technical elements of the project.

Transportation Planning and Engineering | Christopher M. Hannett, P.E., Managing Engineer

Chris has 14 years of experience and is a transportation engineer with experience in transportation planning, highway design, trail design, multi-use path, pedestrian improvements, drainage design, and construction management. He has been integral to the development of our transportation design team undertaking projects from roundabouts, pedestrian and multi-use path projects, green infrastructure, and trail projects performing project management and technical lead roles on a variety of projects.

Fee for Services

Our estimate of fee for the above proposed scope of services is **\$19,900**. B&L will provide these services on a time and expense basis in accordance with our current on-call transportation planning and engineering services agreement.

Thank you for the opportunity to submit this letter of interest. We look forward to the chance of working with you and the Village on this project. We are available to begin work on the project in October, following the notice to proceed. Should you have any questions or comments regarding our submission, please contact me.

Sincerely,
BARTON & LOGUIDICE, D.P.C.



Daniel J. Rourke, P.E., PTOE
Associate

September 26, 2025

Mr. Jack Mance
Senior Transportation Planner
Adirondack/Glens Falls Transportation Council
11 South Street, Suite 203
Glens Falls, NY 12801
Via email: jack@agftc.org

**RE: *Harrison Avenue/Main Street Intersection Evaluation
Village of South Glens Falls, NY; Proposal No. P2505928***

Dear Mr. Mance:

LaBella Associates, D.P.C. (LaBella), is pleased to submit this Letter of Interest to assist the Village of South Glens Falls and the Adirondack/Glens Falls Transportation Council in evaluating the Harrison Avenue/Main Street intersection. We recognize the unique challenges of this location, including offset approaches, pedestrian activity generated by the nearby Harrison Avenue Elementary School, and multimodal access needs. Our team brings extensive expertise in traffic engineering, safety analysis, and multimodal planning and design, enabling us to develop practical, context-sensitive solutions that enhance both operations and safety. Importantly, LaBella has successfully supported A/GFTC on a comparable intersection in the Village of Greenwich, where we conducted a traffic signal warrants analysis and prepared a concept design to improve pedestrian crossings and multimodal access. That experience, combined with our deep bench of engineers and planners dedicated to traffic, bicycle, and pedestrian planning, positions us to deliver thoughtful, implementable recommendations for the Harrison-Main intersection.

Proposed Approach

Our task-level approach emphasizes user experience and stakeholder collaboration, grounded in the technical analysis necessary to guide effective and implementable recommendations.

Task 1 — Existing Conditions & Needs Assessment

LaBella will conduct a site visit to perform an inventory of the study intersection that will identify the existing intersection geometry, posted speed limits, lane widths, intersection controls, transit services and facilities, and bicycle and pedestrian facilities. This task will allow LaBella to better understand design constraints and gaps that should be considered when conducting the alternatives analysis.

To establish a comprehensive understanding of existing conditions, LaBella will use video-based monitoring to collect turning movement counts (TMCs) at the Harrison Avenue/Main Street intersection during key weekday periods (7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 6:00 p.m.) when schools are in session, capturing vehicle, pedestrian, and bicycle activity. Use of video monitoring provides the added opportunity to assess safety risks at the intersection by identifying near-miss events which would otherwise not be captured in crash data. We propose to use the video data noted above coupled with a video parsing algorithm to identify and report on near misses. The reports will distinguish between vehicle-vehicle, vehicle-bike, and vehicle-pedestrian near misses and allow for rapid deduction as to the cause of near-misses such as those resulting from individual vehicle movements, lane assignments, pavement markings, and due to general driver behavior. In addition to the video data, counts will be supplemented with automatic traffic recorder (ATR) data to document traffic volumes, speeds, and classifications over a multi-day period and crash data will be queried from the NYSDOT CLEAR system to validate the video traffic and safety data and understand past safety issues and trends at the intersection.

Using the data collected above, LaBella will conduct an operations analysis using industry standard traffic modeling software (Synchro Version 12 and/or Sidra). The operations analysis will evaluate vehicle delay and level of service of the study intersection during the peak hours to provide a baseline for comparison to recommended intersection improvements such as changes to geometry and traffic control.

Deliverables — Draft and Final Existing Conditions Technical Memorandum

Task 2 — Public and Stakeholder Outreach

Key to the success of any project is community input and buy-in. A central element of this study will be collaboration with a project steering committee which will serve as a sounding board throughout the process and ensure that the perspectives of those who live, work, and travel through the study area are reflected in the project's direction. The committee will meet three times: first, to participate in a kickoff meeting focused on identifying key issues and goals;



second, to review findings from the existing conditions assessment and plan upcoming engagement activities; and third, to evaluate draft concepts and provide feedback prior to public presentation.

To complement this committee-driven process, our team will Engage the public and key stakeholders including Warren County, Harrison Avenue Elementary School, and business owners in the area to confirm our understanding of intersection operations, issues and opportunities for improvements, and acceptance of potential improvement concepts. We will conduct one pop-up engagement events timed with peak pedestrian and bicycle travel period to bring the project directly to community members, allowing them to share observations and preferences in a convenient and accessible setting. We will also develop an online survey using Esri Survey123 to allow the public and stakeholders to share geolocated comments and note issues or opportunities to meet the study objectives.

The study will culminate with a presentation to the Village Board, providing a forum to share the recommended concepts, receive feedback, and discuss next steps for implementation.

Task 3 — Recommendations for Improvements (Concepts) and Cost Estimates

Building upon the data collection, analysis, and stakeholder input completed in earlier tasks, LaBella will develop intersection improvement concepts that directly respond to the identified conditions and needs. These concepts will be designed to address safety concerns, operational deficiencies, and multimodal accessibility gaps while also reflecting the priorities expressed by the steering committee and the broader community.

To clearly illustrate potential solutions, LaBella will prepare concept sketches showing proposed intersection geometry, traffic control treatments, and pedestrian and bicycle accommodations. These will be developed using publicly available aerial imagery and parcel mapping to provide an accurate representation of the study area and potential right-of-way considerations. Each concept will be paired with preliminary cost estimates prepared using NYSDOT pay item data, ensuring stakeholders can understand the scale of investment associated with each alternative.

Evaluation of the alternatives will be guided by the project's goals — including safety, mobility, accessibility, and community compatibility — as well as industry standards and publications such as the Manual on Uniform Traffic Control Devices (MUTCD), NYSDOT Highway Design Manual (HDM), NYSDOT Traffic Safety and Mobility Instructions (TSMI), NYSDOT Pedestrian Safety Action Plan (PSAP), and the AASHTO "Greenbook."



Figure 1: Intersection improvement concept for offset stop-controlled intersection in Greenwich, NY.

An operations analysis will then be conducted using industry-standard traffic modeling software to assess the performance of each alternative. This analysis will consider vehicle level of service, pedestrian and bicycle safety, and multimodal tradeoffs, providing a clear picture of both the benefits and potential drawbacks of each option.

Together, the sketches, cost estimates, and operations analysis will create a transparent framework for evaluating the feasibility and tradeoffs of the proposed improvements. This process will allow us to identify which concept is most effective, technically sound, and responsive to community priorities, ultimately leading to a preferred alternative that is practical and implementable.

Deliverables — Draft Concept Plan,

Task 4 — Implementation Plan

The final task will translate study recommendations into a clear and actionable implementation strategy. LaBella will align the preferred concept with near- and long-term opportunities, identifying the key steps required to advance the project from planning to construction. This will include consideration of right-of-way needs, permitting requirements, and the sequence of design and construction activities necessary to bring improvements forward.

Equally important, the implementation plan will connect the project to potential funding sources. Drawing on our experience with state and federal transportation programs, LaBella will evaluate opportunities through NYSDOT, A/GFTC initiatives, and other grant programs that prioritize safety and multimodal enhancements. We will prepare guidance on which programs best fit the project, when funding opportunities are anticipated, and how the Village



and A/GFTC can position the project for success.

To ensure the plan is realistic and responsive to local capacity, we will also provide a phased schedule outlining short-term actions that can deliver early benefits, along with longer-term steps needed for full implementation. By combining technical feasibility, funding readiness, and strategic phasing, the implementation plan will give the Village and its partners a clear path forward for improving safety and multimodal access at the Harrison/Main intersection.

Deliverables — Draft and Final Report

General Assumptions:

- One consolidated set of comments will be provided on draft submissions. A final submission will be developed based on this set of comments, and any input gathered at meetings.
- The list of meetings as outlined in the RFLOI. Time to prepare and attend these meetings is blended into each task budget.

Personnel and Relevant Experience

Frank Filiciotto, PE will manage the project and lead the concept development, recommendations and implementation tasks, focusing on traffic control, safety, and multi-modal access improvements.

Relevant Experience: Nepperhan Avenue Corridor Study; Cambridge Avenue Roundabout Feasibility Study

Fior Perez, EIT, RSP1 will lead the traffic and safety analysis, and identification and assessment of traffic control and pedestrian crossing treatments.

Relevant Experience: Greenwich Bike/Ped Plan; Niskayuna Route 7 Complete Streets Study (via CRTCT)

Jesse Vogl, AICP will lead and execute the public and stakeholder engagement portion of the study.

Relevant Experience: Greenwich Bike/Ped Plan; Milton Town Center Plan Update (via CRTCT)

Meric Karadag, PE will develop concept designs and cost estimates. Note: Meric recently joined our team, bringing extensive multi-modal design experience to our Glens Falls office. Her resume is available upon request.

Relevant Experience: Saratoga CR109 Intersection Improvement, Sand Lake Hamlets Sidewalk Enhancement

Additional information for all identified personnel was provided in our On-Call submission.

Fee Proposal

Tasks		Professional Services Budget	
Task No.	Task Description	Lump Sum	Schedule
01	Existing Conditions & Needs Assessment	\$5,000	Complete by mid-November
02	Public & Stakeholder Outreach	\$5,000	November
03	Recommendations and Cost Estimates	\$7,500	December-February
04	Implementation Plan	\$2,500	March
Total Estimated Fee Budget		\$20,000	

Reimbursable Expenses — Reimbursable costs for mileage, software and reproduction are included in above.

We are happy to answer any questions you may have or to further discuss our proposal with you. Please feel free to contact me direct at (518) 618-1981, cell (914) 450-9901 or jvogl@labellapc.com. Thank you for your consideration!

Respectfully submitted,

LaBella Associates, D.P.C.


Jesse Vogl, AICP
Principal Transportation Planner


Norabelle Greenberger, AICP
Eastern NY Planning Lead



UNDERSTANDING OF WORK TO BE DONE

MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. (MJ) is pleased to provide the Adirondack / Glens Falls Transportation Council (A/GFTC) with this proposal for professional engineering services associated with the Harrison Avenue / Main Street (CR28) Intersection Evaluation. The Village of South Glens Falls has raised concerns related to traffic volumes, traffic control, safety, and non-motorized access. The offset nature of the Harrison Avenue approaches pose challenges for both pedestrians and motorists. MJ's project understanding and associated Scope of Services are included below.

Task 01: Project Coordination

Upon award of the project, MJ will prepare for and participate with the Steering Committee in a project kickoff meeting to reaffirm the project's goals and objectives, scope of services, define project stakeholders as well as the draft study schedule.

Potential Steering Committee members are assumed to include representation from the Village and Saratoga County, at a minimum. Steering Committee meetings are anticipated at the following milestones:

1. Project kickoff as noted above, assumed in person.
2. Review the findings of the existing conditions analysis and issue summary, assumed virtual.
3. Review the draft concepts and how the concepts address safety and mobility issues identified in Task 02, assumed virtual.
4. Potential fourth Steering Committee meeting to discuss modifications warranted after presentation of the recommended improvements to the Village Board.

Project status updates will be provided to the A/GFTC by way of bi-weekly emails, or more frequently if warranted, and progress reports included with invoices.

Task 02: Existing Conditions / Issues Summary

MJ will conduct the site-specific reconnaissance required to fully understand the existing conditions within the study limits. Work may include, but is not limited to:

Roadway Characteristics. A review of the Harrison Avenue / Main Street intersection will be conducted to analyze roadway functional classification, available right-of-way widths, existing intersection information, and cross-sectional information such as number of lanes, lane widths, shoulder widths and existing utilities. A sidewalk inventory will be conducted to identify existing sidewalk locations, perform an ADA compliance audit, and note gaps in existing infrastructure. The bikeability of the study limits will be noted.

Planned Future Development and Improvements. MJ will coordinate with the Village of South Glens Falls and A/GFTC to compile information on future known development(s) or transportation-related projects that may affect the corridor.

Traffic & Crash Data. MJ will use subcontractor Tri-State Traffic Data to perform turning movement counts (TMCs), including non-motorized counts, and speed/classification/volumes for each approach to the intersection. Three years of crash data will be obtained from the NYSDOT Crash Location and Engineering Analysis Repository (CLEAR) system and plotted on a collision diagram. The results of the analysis will be used to determine areas of safety concern at the intersection.

Operational Analysis. MJ will analyze the collected traffic data to determine how the existing intersection is performing according to industry standard analysis methods.

Task 03: Draft Concept Plan

The development of draft concepts is based upon needs and opportunities noted during the existing conditions analysis. After completion of the analysis, MJ will develop draft concepts that address the deficiencies in the vicinity of the intersection and identify obstacles that have the potential to ultimately impact construction of the improvements.

The draft concepts will be provided to the steering committee for review in advance of a steering committee meeting to discuss, as noted in Task 01. Revisions to the recommended improvements will be made prior to the Village Board presentation.



Task 04: Public Participation

MJ agrees with A/GFTC's anticipated public participation efforts. Stakeholders could potentially include representatives from the South Glens Falls Department of Public Works, police, emergency services, SGF School District, and neighboring businesses. The presentation to the Village Board could be advertised on both the A/GFTC and Village websites. Engaged stakeholders will be contacted directly to advise them of the presentation and can be given advanced opportunity to review the Draft Final Report if it makes sense to do so.

The Village Board presentation will be scheduled after the conceptual improvements have been reviewed and generally agreed to by the Steering Committee.

Task 05: Final Report, Cost Estimates, and Implementation Recommendations

Final Report. MJ will develop a final report that will document the existing conditions, proposed critical design elements, recommended improvements, and a summary of stakeholder engagement activities.

Cost Estimates. A planning-level construction cost estimate that includes the recommended improvements will be completed and included in the final report. An implementation strategy will be provided that recommends the steps to bring the conceptual improvements to fruition.

Village Board Presentation. MJ will present the revised concepts and report contents to the Village Board to solicit feedback and gain the support of the Village Board, as noted in Task 04.

ASSUMPTIONS

The following technical assumptions apply to this scope of work:

- Meetings and coordination effort are included in this proposal. Assume one (1) in-person kickoff meeting with the Steering Committee and two (2) virtual follow-up meetings with Steering Committee. Additionally, one (1) in-person meeting with the Village Board.
- Effort is included for one (1) intersection analyses as identified under Task 02. Data collection will be performed prior to the analysis. If it is requested by A/GFTC to add any intersections that are not included after the data collection task has been completed, additional data collection will be required, considered extra work, and a supplemental agreement will be prepared for this work.
- Turning movement counts will be performed at one (1) intersection as follows:
 - One (1) midweek AM peak Turning Movement Count (TMC) on a Tuesday, Wednesday, or Thursday
 - One (1) midweek PM peak Turning Movement Count (TMC) on a Tuesday, Wednesday, or Thursday
 - Approach volumes, vehicle classifications, and speeds will be collected for a 24-hour period on all four legs of the intersection.
 - Counts will be performed while school is in session on days of good weather. Good weather is defined as conditions that do not impact driver behavior.
 - Weekend counts will not be performed.
 - Mid-day counts will not be performed.
- The capacity analysis includes two (2) peak hours. If a third hour is requested, this will be considered extra work, and a supplemental agreement will be prepared for this work.
- The capacity analysis includes two (2) proposed conditions. Analyses of additional proposed conditions and/or future design years will be considered extra work.
- Right-of Way widths will be determined from tax map information.
- Existing utilities will be identified by visual inspection. Utility mark-outs and/or utility owner coordination are not included.
- ADA compliance of existing infrastructure will be based on visual inspection.
- Concept drawings will utilize ortho imagery as a background to prepare the DRAFT concept plan.
- A/GFTC, Village of South Glens Falls, and/or the School District will provide future development information (as available) that will impact the study intersections.
- Work requested that is not specifically included in the Scope of Work will be considered extra work, including evaluation of intersections in addition to the one (1) identified herein.
- A topographic survey, preparation of project base mapping, Right-of-Way boundary survey and/or Right-of-Way acquisition mapping are not included. If requested, a supplemental agreement will be prepared for this work.



ANTICIPATED SCHEDULE

Assuming the study will be awarded near the beginning of October 2025, MJ envisions the study to be completed as follows:

Task 01: Project Coordination	Kickoff Meeting October 2025
Task 02: Existing Conditions / Issues Summary	October - November 2025
Task 03: Draft Concept Plan	November - December 2025
Task 04: Public Participation	November 2025 - January 2026
Task 05: Final Report, Cost estimate, and Implementation Recommendations	January 2026
Presentation to Town Board	January 2026

ESTIMATED COST

MJ understands the upset budget of the study to be \$20,000. We propose the following costs per task, which were developed based on the hourly rates provided in our On-Call proposal:

Task 01: Project Coordination	\$3,000
Task 02: Existing Conditions / Issues Summary	\$6,600
Task 03: Draft Concept Plan	\$2,300
Task 04: Public Participation	\$1,400
Task 05: Final Report, Cost estimate, and Implementation Recommendations	\$6,500
	\$19,800

Note: Task 02 includes \$1,600 for traffic volume data collection by sub-consultant Tri-State Traffic Data.

PROJECT EXPERIENCE

Lake Flower Avenue Corridor Study, Village of Saranac Lake, NY. MJ is leading a complete streets and pedestrian safety study along Lake Flower Avenue from River Street to Turtle Pond Road. Funded through a NYSDEC Smart Growth Grant, the study focuses on identifying infrastructure improvements that enhance multimodal mobility and safety along this busy corridor. MJ is evaluating ADA compliance, sidewalk conditions, and crossing needs, while also developing context-sensitive streetscape concepts. Public engagement and stakeholder input are central to the process, helping shape feasible, community-supported design alternatives.

A/GFTC - Main Street Complete Streets Study, Town of Warrensburg, NY. MJ worked with the Adirondack/Glens Falls Transportation Council and the Town of Warrensburg to complete a Main Street Corridor Study and Complete Streets Plan for US Route 9. The project evaluated corridor safety, mobility, and accessibility issues, including detailed intersection analyses, traffic counts, and crash data reviews. The final plan provides prioritized improvements with conceptual cost estimates and funding strategies to support implementation.

Myers Corners Elementary Traffic Study, Wappingers Falls, NY. MJ is conducting a traffic study for the Wappingers Central School District at Myers Corners Elementary School to address congestion and safety issues during student drop-off and pick-up. The study includes traffic counts, site visits, and detailed analyses of sight distance, level of service, and crash history. Using Synchro traffic modeling and MUTCD warrant analysis, MJ is evaluating the need for traffic control improvements and developing recommendations to improve safety and traffic flow.

PROPOSED PERSONNEL

PROJECT MANAGER - Mark Pyskadlo, PE, PTOE. Mark will be responsible for assignment of all staffing and coordination of all scheduling and budgeting. Mark will be the main point of contact to the A/GFTC.

QA/QC MANAGER - Lisa Wallin, PE. Lisa will review technical deliverables to ensure consistency, clarity, and alignment with A/GFTC and municipal standards.

DESIGN ENGINEER - Connor Detrick. Connor will support concept development and technical analysis, drawing on his experience with intersection studies, ADA connectivity, and complete streets planning.



Record and Return to:
Joseph Mangus
TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title No.: TSA991870_

Prepared by:
John Coughlin
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

EASEMENT AGREEMENT

This telecommunication easement and lease assignment agreement ("Agreement") is made and shall be effective on the ____ day of _____, 2025 ("Effective Date"), by and between VILLAGE OF SOUTH GLENS FALLS ("Grantor") and TPA VI, LLC, a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at 46 Saratoga Avenue, South Glens Falls, New York 12803, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and T-Mobile and Verizon Wireless (the "Telecom Tenant") are parties to that certain lease agreement, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Lease").
- 2. Grant of Easement.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the purchase price pursuant to the settlement statement executed contemporaneously with this Agreement ("Purchase Price"), Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive easement (subject to the Telecom Tenant Lease) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive easement, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive easement, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively "Easement" as further described in Exhibit C). Grantor shall permit Grantee, Easement Tenant(s) (as hereinafter defined), and any of their affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors and/or assigns together with any of the employees, contractors, consultants, and or agents of the foregoing to use the Easement for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment ("Equipment").

for the facilitation of telecommunications uses, utility energy storage systems, communications uses and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Lease ("Permitted Use"). Grantor represents that there is no pending or threatened action that would adversely affect Grantor's ability to enter into this Agreement or grant the Easement and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Easement during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder.

3. **Term.** Commencing on the Effective Date, the term of this Agreement and the Easement shall be for a perpetual term (the "Term"). Upon notice to Grantor as provided herein, Grantee may surrender the Easement to Grantor and execute such documents reasonably required to terminate the Agreement and the Easement. Grantor may not unilaterally terminate the Agreement or Easement, but if the Easement is not used for the Permitted Use for a period of five (5) years the Easement shall be deemed abandoned and shall terminate upon Grantor's notice of such default to Grantee as provided herein. Sections 12 and 13 shall survive expiration or termination of this Agreement and shall remain in effect in perpetuity, subject to applicable law.
4. **Assignment of Lease, Renewal and Right of Replacement.** Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Telecom Tenant Lease for the Term, including the right to renew the Telecom Tenant Lease throughout the Term. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Lease. If Telecom Tenant is obligated under the Telecom Tenant Lease to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Lease which relate to the use, ownership, and maintenance of the Parent Property so that Grantee may fulfill all the obligations under the Telecom Tenant Lease without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Easement. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Lease and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Lease, including the right to collect all rent thereunder. Grantor represents that there is no pending or threatened action that would adversely affect the Telecom Tenant Lease, the Permitted Use, or Grantor's ability to enter into this Agreement or grant the Easement. To the best of Grantor's knowledge, no party to the Telecom Tenant Lease has breached or is in default of their respective obligations under the Telecom Tenant Lease and no party has requested or discussed a modification or termination of the Telecom Tenant Lease. If during the Term the Telecom Tenant terminates the Telecom Tenant Lease or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Easement to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Easement rather than locating on other portions of the Parent Property ("Replacement Telecom Tenant Lease").
5. **Rent Sharing.** When a new telecommunications tenant ("Rent Share Tenant"), other than a Replacement Telecom Tenant, executes a lease for space within the Easement outside the Telecom Tenant or Replacement Telecom Tenant lease premises and commences rent payment, Grantee will collect such rent with Grantee retaining fifty percent (50%) of the rent collected and Grantee remitting fifty percent (50%) of the rent collected to Grantor. Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all telecommunications tenants within the Easement in an amount equal to the rent scheduled in the existing Telecom Tenant Lease and any Replacement Telecom Tenant Lease, including scheduled escalators ("Minimum Scheduled Rent"). Should the rent

collected equal an amount less than the Minimum Scheduled Rent, such deficit ("Minimum Scheduled Rent Deficit") shall accrue and shall be applied against any and all future rents collected within the Easement, until collected rent payments fully offset the total Minimum Scheduled Rent Deficit. Grantee is permitted and authorized to enter into leases with Rent Share Tenants subject to the requirements for leasing to Replacement Telecom Tenants as set forth in Section 4.

6. **Right of First Refusal.** Grantor grants to Grantee the right to acquire through assignment, purchase, or other means any lease or similar conveyance for telecommunications purposes in which Grantor retains an interest outside the Easement ("Grantor's Lease"). Grantor shall deliver to Grantee, a copy of any offer to purchase an interest in Grantor's Lease. Grantee shall have thirty (30) business days to match the terms of any offer by delivering written notice of Grantee's intent to match the offer.
7. **Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee and/or Telecom Tenant, Replacement Telecom Tenant and Rent Share Tenant (collectively, "Easement Tenants") in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf in connection with the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Easement Tenants. Grantor shall not interfere with any construction in the Easement so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Easement in a way which materially interferes with the operations of the Easement Tenants who shall have peaceful and quiet possession and enjoyment of the Easement. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Easement Tenants to use or lease space in direct competition with the Easement.
8. **Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.
9. **Taxes and Other Obligations.** All taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Easement, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.
10. **Insurance.** During the Term, Easement Tenants shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies in place on the Parent Property or as required under the Telecom Tenant Lease.
11. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided

the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Easement shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the Term, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Easement Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

12. Mutual General Indemnification. Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

13. Environmental Representations and Indemnification.

- a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Easement in violation of any applicable federal, state or local environmental laws.
- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

14. Dispute Resolution and Notice.

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Money damages may not be an adequate remedy for the harm caused to Grantee by a breach or default by Grantor hereunder, and Grantor waives the posting of a bond. Damages as against Grantee shall be limited to the amount of consideration received by Grantor under this Agreement, following any insurance settlement which may have effect. The prevailing party shall be entitled to an award of its

reasonable attorneys' fees and costs. Neither party shall be liable to the other for consequential, indirect, speculative or punitive damages.

- b. The non-defaulting party shall provide written notice of a default under this Agreement or under an Easement Tenants' lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to commence cure of the default.
- c. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this Section. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. Grantor shall provide Grantee with copies of all written notices or communications received from any Easement Tenant, or its agents.

15. Miscellaneous.

- a. The terms and conditions of the existing Telecom Tenant Lease shall govern over any conflicting term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to the Telecom Tenant Lease.
- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Easement is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term.
- c. Casualty and Condemnation. In the event of any casualty or condemnation of the Easement in whole or in part, Grantee shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the Easement.
- d. Bankruptcy - Grantee does not consent to rejection in bankruptcy, and Grantor shall provide notice and a copy of any bankruptcy or related filing to Grantee and Grantee's Lender.
- e. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- f. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- g. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

[Signature pages and exhibits follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: VILLAGE OF SOUTH GLENS FALLS

Joseph Orlow, Mayor

Grantor Notice Address:
46 Saratoga Avenue
South Glens Falls, New York 12803

STATE OF _____ }
COUNTY _____ } ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Joseph Orlow, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Mayor of VILLAGE OF SOUTH GLENS FALLS.

{affix notary seal or stamp}

Notary Public
My Commission Expires:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TPA VI, LLC

Jon L. Lober, General Counsel

Grantee Notice Address:
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: Chief Executive Officer

With a copy to:
TPA VI, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: General Counsel

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Jon L. Lober, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as General Counsel of TPA VI, LLC.

{affix notary seal or stamp}

Notary Public
My Commission Expires: 4/4/2029

EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PROPERTY

BEING A PORTION of the real property located at 46 Saratoga Avenue, Village of South Glens Falls, town of Moreau, County of Saratoga, State of New York more particularly described in the Deed dated June 18, 1974, and recorded in the Saratoga County Clerk's Office on June 19, 1974 in Deed Book 938 at Page 1024 (Tax Map Parcel No. 37.69-1-6).

EXHIBIT B

TELECOM TENANT LEASE

That certain Lease Agreement dated October 9, 2001, by and between Independent Wireless One Lease Realty Corporation, a Delaware Corporation and Village of South Glens Falls, as amended by that certain Amendment and Memorandum of Lease Agreement dated September 1, 2002, by and between Village of South Glens Falls, a New York municipal corporation and Independent Wireless One Leased Realty Corporation, a Delaware Corporation, as amended by that certain by that certain Amendment No. 2 to Lease Agreement by and between Independent Wireless One Leased Realty Corporation and Village of South Glens Falls, as further amended by that certain Amendment No. 3 to Lease Agreement dated June 10, 2024, by and between Village of South Glens Falls and T-Mobile Northeast LLC, successor in interest to Independent Wireless One Leased Realty Corporation

That certain Water Tower Lease Agreement dated April 17, 2015, by and between Village of South Glens Falls and Cellco Partnership d/b/a Verizon Wireless

EXHIBIT C

EASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the existing Telecom Tenant's equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the existing Telecom Tenant that is currently outlined in each Telecom Tenant Lease referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon Grantor acceptance for the contents herein. The part of the Parent Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used and leased by Grantor as the existing Telecom Tenant lease premises under the Telecom Tenant Lease including but not limited as follows:

Exclusive Easement Area:

The portion of the Parent Property, including the equipment ground space areas and those portions of the existing municipal water tower ("Water Tower"), located at 46 Saratoga Avenue, South Glens Falls, New York 12803, that are co-extensive with the area leased under each Telecom Tenant Lease referenced in Exhibit B attached hereto, together with the area on the Parent Property necessary for the installation, construction, operation, maintenance, repair, modification, addition, expansion, relocation, replacement and removal of Equipment necessary for the Permitted Use.

Expanded Easement Area for additional Easement Tenant(s):

That certain additional easement area for attachment of antennas and related Equipment to the exterior of the Water Tower along with equipment ground space measuring the equivalent total of five hundred (500) square feet in a location to be determined by the telecommunications tenant(s) collocating on the Parent Property, with such location approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Parent Property, described in Exhibit B hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Landlord as the existing Telecom Tenant lease premises under each Telecom Tenant Lease including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with the existing Telecom Tenant Lease, a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Easement, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

Access. Grantee is herein granted, consistent with the existing Telecom Tenant Lease, all rights of ingress and egress to and from the Easement, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to Saratoga Avenue, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Easement and any related activities and uses.



QUOTES RECEIVED

Purchasing (Total Project)

Date: 09/24/2025

State Contract No. 23155

Quotes received for: 1000 Rounds .223/5.56 Ammunition for Patrol Rifles (Target)

Vendor

Price

<u>Turek Brothers, Inc.</u>	<u>\$.47 per round.</u>	<u>\$ 469.71</u>	<u>(State Contract)</u>
<u>Ammunition Depot</u>	<u>\$.69 per round.</u>	<u>\$ 694.89</u>	<u>PC68735</u>

Notes: lowest price please. A-3120 - 0415 Ammunition

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.

JUREK BROTHERS INC.

EST. 1928

59 SCHOOL STREET - P.O. BOX 408

GREENFIELD, MA, 01301

LAW ENFORCEMENT DISTRIBUTORS
OF QUALITY POLICE EQUIPMENT

PHONE: (800) 628-8498

(413) 774-2784

FAX: (413) 772-2988

E-MAIL: info@jurekbrothers.com

Web: www.jurekbrothers.com

(NY PC68735)

(11-01-24)

RANGER FRANGIBLE AMMUNITION

(2025)

RA9SF	9MM 100GR. FRANGIBLE (500/CASE)	\$244.70 PER CASE
RA40SF	40S&W 135GR. FRANGIBLE (500/CASE)	\$339.40 PER CASE
RA45SF	45 AUTO +P 175GR. FRANGIBLE (500/CASE)	\$405.60 PER CASE
RA223SFY	.223 55GR. FRANGIBLE (1000/CASE)	\$869.04 PER CASE
RA1200SF	12GA. 00 BUCKSHOT FRANGIBLE (250/CASE)	\$421.82 PER CASE
RA12RSSF	12GA. SLUG FRANGIBLE (250/CASE)	\$521.98 PER CASE

CENTERFIRE RIFLE AMMUNITION

USA223R1K	.223 55GR. FMJ (1,000/CASE)	\$469.71 PER CASE
RA223BSTAY	.223 55GR. BALLISTIC SILVERTIP (1000/CASE)	\$914.94 PER CASE
RA223RY	.223 55GR. POINTED SP (1000/CASE)	\$684.93 PER CASE
RA223R2Y	.223 64GR. POWER-POINT (1000/CASE)	\$647.19 PER CASE
RA223MY	.223 69GR. MATCH BTHP (1000/CASE)	\$880.77 PER CASE
USA3081	.308 147GR. FMJ BT (200/CASE)	\$172.58 PER CASE
RA3085	.308 150GR. RANGER PATROL (200/CASE)	\$185.95 PER CASE
RA308M	.308 168GR. SIERRA MATCHKING BTHP (200/CASE)	\$261.58 PER CASE

SHOTGUN AMMUNITION

X12RS15	12GA. SUPER X RIFLED SLUG (250/CASE)	\$183.09 PER CASE
RA12RS15	12GA. RANGER RIFLED SLUG (250/CASE)	\$185.64 PER CASE
RA12RS15S	12GA. RANGER SEGMENTING RIFLED SLUG (250/CASE)	\$198.39 PER CASE
XB1200	12GA. SUPER X 00 BUCKSHOT "9 PELLET" (250/CASE)	\$173.40 PER CASE
RA12005	12GA. RANGER 00 BUCKSHOT "9 PELLET" (250/CASE)	\$173.40 PER CASE
XU12H8	12GA. SUPER X, 1 OZ. #8 BIRDSHOT (250/CASE)	\$95.01 PER CASE

NON-CONTRACT NATO ITEMS AVAILABLE FOR PURCHASE

Q3131K	5.56 55GR. FMJ (1,000/CASE)	\$469.20 PER CASE
RA556B	5.56 64GR. RANGER BONDED (1,000/CASE)	\$1,214.31 PER CASE
RA556M	5.56 77GR. MATCH BTHP (1,000/CASE)	\$924.88 PER CASE



Manufacturer
Winchester



FMJ



223/5.56



Brass

	Price	Rounds	Price per round
<input checked="" type="radio"/> Bulk	\$833.79 \$694.89	1000	\$0.69

1

Add to Cart

As low as \$124.40/mo with
credova.



Product Details

Winchester manufacturers these **5.56 55-grain M193 FMJ rounds** in this **bulk 1000-round box** so shooters can train longer, compete more, and have bigger range days!

This is perfect ammunition for running drills or getting some range time in with your favorite AR-15 or mini-14 or any other 5.56x45mm firearms!



SIGN UP FOR DEALS!

Winchester's 5.56 rounds are... reloadable brass casing, reliable primers and propellants, and precisely made FMJ bullets for



Village of South Glens Falls
46 Saratoga Avenue, South Glens Falls, NY 12803
September 11, 2025
Regular Village Meeting @ 7:00 PM

Special Village Board Meeting
MAYOR JOSEPH ORLOW PRESIDING
Minutes

Attendance:

Mayor Orlow
Trustee Baxter
Trustee Carota

Clerk Treasurer Samantha Berg
Alan Dubois
Trustee Comstock

The Mayor opened the meeting at 7:00 PM.

Pledge of Allegiance

1. **Motion 091125-1 to move to Executive Session for Water Plant Operator and DPW Position at 7:01 pm:** Trustee Baxter motioned, Trustee Carota seconded. All in favor, motion passed.
2. **Motion 091125-2 to adjourn Executive Session at 7:15 pm and enter the public session with no action taken:** Trustee Carota motioned, Trustee Baxter seconded. All in favor, motion passed.
3. **Motion 091125-3 to offer John Rosatii the Water Plant Operator position with a 1 Year Probation Period and salary / benefits as specified per CSEA Contract:** Trustee Carota motioned, Trustee Baxter seconded. All in favor, motion passed.
4. **Motion 091125-4 to offer Xavier DeRush the DPW Laborer position to include Class and salary / benefits as specified per CSEA Contract, with taking the CDL training course and CDL licensing test:** Trustee Carota motioned, Trustee Baxter seconded. All in favor, motion passed.
5. **Motion 091125-5 to offer Alan Dubois the Superintendent of Public Works position:** Trustee Baxter motioned, Trustee Comstock seconded. All in favor, motion passed.
6. **Motion 082025-14 to adjourn the Regular Village Board Meeting at 7:19 pm:** Trustee Carota motioned, Trustee Baxter seconded. All in favor, motion passed.





Contractual Agreement

This agreement is made between Standard Medical Testing Services, a division of Mountain Medical Services, located at 597 Bay Road, Queensbury, NY 12804 and with Village of South Glens Falls Attn: Mayor Nicholas Bodkin having an address at 46 Saratoga Ave South Glens Falls, NY 12803.

This agreement shall be in effect from January 1, 2026- Dec 31, 2026.

The responsibilities and obligations and liabilities shall survive the term of this agreement.

This agreement may be canceled by either party after thirty days of written notification.

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venture, principal-agent or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement.

Standard Medical Testing Services, a division of Mountain Medical Services, will be compensated for its services as follows:

Urine Drug Screens	\$ 62.00
Alcohol Breath Testing	\$ 40.00
Breath Alcohol confirmation	\$ 35.00
Fit Testing	\$ 40.00
Osha Review	\$ 40.00
Observed Urine Collection	\$ 30.00
Alter Chain of Custody	\$ 30.00

In addition, should there be after hours, post accident testing/reasonable suspicion, there shall be a flat rate fee of \$120.00 per hour with a minimum two hour charge. Also there will be a mileage charge of 56.5 cents (or current rate) per mile applied.

Shy Bladder wait time is \$40.00 per hour after 4:30 pm closing time.

The fee for split specimen re-testing of positive specimens (including shipping, lab fees and chain of custody) shall be \$250.00.

The review of all Positive drug screens will be \$200.00, regardless of final outcome. This includes the MRO time for contacting physicians, donors and specialists whom the employee is being treated by.

Payment of invoices is expected within 30 days of receipt of invoice payable to Mountain Medical Services, PO BOX 13395, Belfast Maine, 04915. A late fee/interest fee of 1.5% monthly will be applied to outstanding invoices over 30 days old. We accept payment online at www.quickpayportal.com. Code is on Invoice.

Standard Medical Testing Services, a division of Mountain Medical Services attests that it will keep all information obtained from Village of South Glens Falls, for the purpose of testing confidential unless otherwise required to disclose said information by applicable law, regulation, or subsequent agreement.

The provisions of the Agreement shall be construed, interpreted and governed by the substantive laws of the state of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

Standard Medical Testing Services
Merrie Lynn Towle, BSN

Mountain Medical Services
Dr. Michael P. M. Pond, MD

Village of South Glens Falls

Name: ***Merrie Lynn Towle, BSN***
Title: Director of Occupational Medicine
Date: ***January 1, 2026***

Name: _____
Title: _____
Date: _____

Please execute this agreement, retain the original, and forward a duplicate to Standard Medical Testing Services at 597 Bay Road, Queensbury, NY 12804.

- ☐ **Mountain Medical Services * 597 Bay Road Queensbury, NY 12804 518-744-6560**
f: 518-409-8441 www.standardmedicalsolutions.com standardmedicalsolutions@gmail.com
Mon-Thur 8-4 Fridays 8-3
- ☐ **Mountain Medical Services * 354 Broadway Saranac Lake, NY 12983 518-897-1000**
Saranac - DOT Drug Testing Hours Monday-Friday 9am - 2pm Weekends 10-12
- ☐ **Mountain Medical Services * 1927 Saranac Ave Lake Placid, NY 12983 518-523-7577**
www.mountainmedical.net - Corporate Office Only



Designated Employer Representative

Date: _____

Company Name: _____

Address: _____ Mailing/Billing Address: _____

IF YOU ARE NOT RENEWING WITH US PLEASE CHECK HERE: _____ and email/mail us this sheet only

HOW WOULD YOU LIKE RESULTS: Emailed _____ Faxed _____ Mailed _____

if "Mailed" option is chosen there will be a 1 time additional fee added to our services of \$30.00

ALL INFORMATION BELOW IS REQUIRED - WE NEED 2 DER'S

Primary DER (Designated Employer Rep)

Name: _____

Company Phone: _____

Company Fax: _____

DER Cell Phone: _____

DER Home Phone: _____

DER e mail: _____

Alternate DER (Designated Employer Rep)

Name: _____

Company Phone: _____

Company Fax: _____

DER Cell Phone: _____

DER Home Phone: _____

DER e mail: _____

If you are part of our **Drug & Alcohol Testing Program**, it is your responsibility to keep us updated on your current list of Drivers whether it be DOT or NON DOT. Including new hires, terminations or retirees. **Please send current list of drivers names with license #'s back to us with the signed contract.** As your list changes please email us updates to standardmedicalsolutions@gmail.com.

IF you DO NOT PARTICIPATE in our Drug & Alcohol Program

We DO NOT need a list of drivers or Licenses

- ☐ Mountain Medical Services * 597 Bay Road Queensbury, NY 12804 518-744-6560
f: 518-409-8441 www.standardmedicalsolutions.com standardmedicalsolutions@gmail.com
Mon-Thur 8-4 Fridays 8-3
- ☐ Mountain Medical Services * 354 Broadway Saranac Lake, NY 12983 518-897-1000
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www.mountainmedical.net - (Corporate Offices Only)



Request for Services

To be completed by the employer: Please send the employee to the medical site or fax to the appropriate site.

Employee Name _____ Date _____
Company Name _____ Phone _____
Contact Person _____ Email _____
Fax _____ Cell _____ Work _____

Reason for Testing:

(Choose one)

- _____ Annual
- _____ Follow Up Observed collection
- _____ Follow Up Physical
- _____ Pre Employment
- _____ Post Accident
- _____ Random
- _____ Reasonable Susp
- _____ Return to Duty Observed collection
- _____ Return to Work
- _____ Other

Drug test type:

- _____ Collection only with company chain of custody or authorization from Escreen, Quest or Form Fox
- _____ ETG (Alcohol) - urine
- _____ Hair Follicle Panel: 4
- _____ Hair Follicle Panel: 5
- _____ Hair Follicle Panel:13
- _____ Hair Follicle Panel:17
- _____ Observed urine collection
- Additional charges apply
- _____ Urine 5 Panel DOT
- _____ Urine: 5 Panel, non DOT
- _____ Urine:4 Panel no THC
- _____ Urine: 10 Panel
- _____ Urine: 9 Panel no THC

Lab Tests:

- _____ CBC/CMP
- _____ Heavy Metals specify what is needed _____
- _____ Hepatitis B titer
- _____ Lead/Zinc
- _____ MMR Titer
- _____ PPD/TB skin test
- _____ 2 Step PPD skin test
- _____ Quantiferon Gold(IGRA) TB
- _____ Varicella Titer

Physicals:

- _____ 19 A Bus Driver
- _____ DOT Physical
- _____ Firefighter Physical
- _____ Follow up Physical
- _____ HazMat Physical
- _____ Health Assessment
- _____ Physical(General)
- _____ Physical with functional capacity Lift Value in lbs _____
- _____ Respirator Physical
- _____ Return to Work Physical

Breath Alcohol:

- _____ NON DOT
- _____ DOT

Screenings:

- _____ Audiogram
- _____ EKG
- _____ Pulmonary Function
- _____ PPD screening questionnaire
- _____ Respirator Fit Test with Osha form
- _____ Qualitative (smoke irritant)
- _____ Quantitative (portacount)

MUST BE CLEAN SHAVEN

Vaccines:

- _____ Flu
- _____ Hepatitis B Booster
- _____ Hep B
- _____ Tetanus (TDAP)

XRAY:

- _____ Chest 1 view/2 view
- _____ Other _____

Other Requests:

☐ Mountain Medical Services * 597 Bay Road Queensbury, NY 12804 518-744-6560 f: 518-409-8441

Walk in hours Monday-Thurs 8-4 Fridays 8-3 NO EXCEPTIONS ON TIMES

www.standardmedicalservices.com standardmedicalservices@gmail.com

☐ Mountain Medical Services * 354 Broadway Saranac Lake, NY 12983 518-897-1000

Saranac - DOT Drug Testing Hours Monday-Friday 9am - 2pm Weekends 10-12

☐ Mountain Medical Services * 1927 Saranac Ave Lake Placid, NY 12983 518-523-7577

www.mountainmedical.net **BUSINESS OFFICE ONLY NO TESTING**



Lorie Gollhofer <deputyclerktreasurer@sgfny.com>

Fwd: Cannabis Tax Distribution

1 message

Samantha Berg <clerktreasurer@sgfny.com>

Mon, Sep 29, 2025 at 11:50 AM

To: Tim Carota <trusteecarota@sgfny.com>, Joe Orlow <mayor@sgfny.com>, Zach Baxter <trusteebaxter@sgfny.com>, Keith Comstock <trusteecomstock@sgfny.com>, Claude Middleton <trusteemiddleton@sgfny.com>

Cc: Bill Nikas <nikaslawfirm@gmail.com>, Lorie Gollhofer <deputyclerktreasurer@sgfny.com>, Elizabeth Hewitt <adminassist@sgfny.com>, Melissa Holcomb <deputytreasurer@sgfny.com>

Good morning everyone,

Below please see the response from the Saratoga County treasurer. She has clarified that an IMA would be in the best interest of the Village in our situation because the Town has opted out. I will add this to the agenda for the second meeting in October for discussion.

Thank you!

Samantha Berg*Clerk Treasurer**Village of South Glens Falls**46 Saratoga Avenue**South Glens Falls, NY 12803**Ph #518-793-1455 ext 101**Fax #518-793-3063*

----- Forwarded message -----

From: **JoAnn Kupferman** <jkupferman@saratogacountyny.gov>

Date: Mon, Sep 29, 2025 at 11:11 AM

Subject: Re: Cannabis Tax Distribution

To: Samantha Berg <clerktreasurer@sgfny.com>

Samantha,

I am checking back in on this issue. Unfortunately, I have been out of the office for medical reasons.

The payment made to the Town was not part of the county revenue. It was a split between the Village and the Town. I think the cleanest way to rectify the situation is to do an IMA with the Town and provide a copy of to the Treasurer's office. This way, the County can send 100% of the Village revenue to the Village. Then, I can request the cannabis revenue that was sent to the Town be returned to the county and subsequently sent to the Village.

Have you made any progress on this since you last emailed? Perhaps your attorney had a different idea?

Thank you,
JoAnn



JoAnn Kupferman, BBA
County Treasurer
Saratoga County Treasurer's Office

Phone: 518.884.4724
Fax: 518.884.4775
Email: jkupferman@saratogacountyny.gov

40 McMaster Street, Bldg 1
Ballston Spa, NY 12020

saratogacountyny.gov

From: Samantha Berg <clerktreasurer@sgfny.com>
Sent: Wednesday, September 10, 2025 3:18 PM
To: JoAnn Kupferman <jkupferman@saratogacountyny.gov>
Subject: Fwd: Cannabis Tax Distribution

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi JoAnn,

Could you review our attorney's interpretation below and advise how the Town of Moreau portion (opted out) and our portion were calculated? We are trying to figure out if we need to do an IMA with the Town.

Thank you!

Samantha Berg
Clerk Treasurer
Village of South Glens Falls
46 Saratoga Avenue
South Glens Falls, NY 12803
Ph #518-793-1455 ext 101
Fax #518-793-3063

----- Forwarded message -----

From: Bill Nikas <nikaslawfirm@gmail.com>
Date: Wed, Sep 10, 2025 at 3:02 PM
Subject: Re: Cannabis Tax Distribution
To: Samantha Berg <clerktreasurer@sgfny.com>
Cc: Tim Carota <trusteecarota@sgfny.com>, Joe Orlow <mayor@sgfny.com>, Zach Baxter <trusteebaxter@sgfny.com>, Keith Comstock <trusteecomstock@sgfny.com>, Claude Middleton <trusteemiddleton@sgfny.com>

If I am correct, those funds are coming out of the County's 25% share, and not what is due the Village out of the 75%.

William L. Nikas
116 Oak St. - Box 267
Hudson Falls, NY 12839
Tel: 518-747-4169
Fax: 518-747-8459
nikaslawfirm@gmail.com

On Wed, Sep 10, 2025 at 3:00 PM Samantha Berg <clerktreasurer@sgfny.com> wrote:

Thanks Bill! Unfortunately, there isn't much guidance for anyone on this coming from NYS. They've kind of left everyone to their own devices. I am attaching the distribution that clearly show half of the funds going to the Town due to the lack of an IMA as referenced in the original memo I sent. Being that the Town opted out, it is my understanding that they would not be entitled to any funds at all as long as there is an IMA in place. The town does not have a dispensary and opted out of having one entirely.

Samantha Berg

Clerk Treasurer

Village of South Glens Falls

46 Saratoga Avenue

South Glens Falls, NY 12803

Ph #518-793-1455 ext 101

Fax #518-793-3063

On Wed, Sep 10, 2025 at 11:47 AM Bill Nikas <nikaslawfirm@gmail.com> wrote:

Sam,

If I'm reading this correctly, the counties receive their own 25% share of the revenues and each town or village that has not opted out receives their prorata share of the 75% balance (although off the top of my head, I'm not certain how the state calculates the distribution of that 75%). With respect to the county's 25%, the county can retain the 25% , or, it can elect to share it with any municipality, but is not required to do so. The 75% is to be distributed only to those municipalities that have a dispensary. No municipality can receive revenue if they do not have a dispensary (unless the County elects to share their 25%).

What you sent me is not very well written, but that's my interpretation. You may wish to run this email by whomever you're talking to at the state agency.

Bill

William L. Nikas

116 Oak St. - Box 267

Hudson Falls, NY 12839

Tel: 518-747-4169

Fax: 518-747-8459

nikaslawfirm@gmail.com

On Tue, Sep 9, 2025 at 3:05 PM Samantha Berg <clerktreasurer@sgfny.com> wrote:

Hi Bill,

Per our discussion, please find the memo that Saratoga County received regarding the AUC tax distribution. I have circle the paragraph that details the need for an IMA or the Village will cede half of the money to the Town even though they opted out.

Please let me know if I should put this on the agenda for the next meeting.

Thank you!

Sam

Samantha Berg

Clerk Treasurer

Village of South Glens Falls

46 Saratoga Avenue

South Glens Falls, NY 12803

Ph #518-793-1455 ext 101

Fax #518-793-3063

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9/29/25, 11:59 AM

Village of South Glens Falls Mail - Fwd: Cannabis Tax Distribution

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