



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

Public Meeting 7:00 PM
Public Hearing 7:01 PM
January 17, 2024
MAYOR NICHOLAS BODKIN PRESIDING

Agenda

Public Hearing - NYS Property Maintenance Code 2020

Public Forum

1. Grant Projects Update
 - a. Carbon Filtration
 - i. Jersen Settlement Agreement
 - ii. Jersen Change Order
 - b. GIGP
 - i. Resident Mailer for project

2. Transfers

a.	A 1990.400	A 1621.400	\$226.46	VILLAGE BLDG REPAIRS/MAINTENANCE
	A 1990.400	1430.405	\$1,360.00	LABOR ATTORNEY

3. Motion to Approve the Bills and Payroll as Audited

- a. General - \$178,180.79
- b. Water - \$14,124.59
- c. Sewer - \$7,381.10
- d. Payroll
 - i. 12/06/23 - \$21,638.13
 - ii. 12/13/23 - \$23,466.97
 - iii. 12/20/23 - \$22,212.32
 - iv. 12/27/23 - \$26,279.38
 - v. 01/03/23 - \$20,265.75
 - vi. 01/10/23 - \$21,358.16

4. Minutes (12/06/23, 12/06/23 addendum, 12/20/23)

5. Updated Code Books

6. Wage Law Salary Updates

7. Holiday Decorations

8. Motion to Receive and File Monthly DPW, PD, Animal Control reports

9. Resident Tire Repair



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10. Laborer - 6 months per CSEA Contract
11. Discussion - Moratorium per attorneys inquiry re. Saratoga Biochar
12. Patrolman Resignation
13. Ferry Blvd Infrastructure/Water Quality
14. Saratoga County Hazard Mitigation Plan
15. Tree City Discussion
16. Old Business
 - a. Bridge Lighting
 - b. The Village has reached a MOA with the SGF PBA
17. New Business
18. Trustee Reports
19. Mayor's Report
20. Executive Session: PBA Contract

**VILLAGE OF SOUTH GLENS FALLS
LOCAL LAW NUMBER 1 OF 2024**

**A LOCAL LAW ADDING TO THE VILLAGE OF SOUTH GLENS FALLS CODE
A NEW CHAPTER 54 ENTITLED:
“PROPERTY MAINTENANCE CODE”**

Be it enacted by the Village Board of the Village of South Glens Falls, as follows:

§1. Authority and Applicability.

This local law is adopted pursuant to the authority vested in the Village Board of the Village of South Glens Falls pursuant to Municipal Home Rule §10 of the State of New York. It shall apply to the provisions of the Village of South Glens Falls Code.

§2. Declaration of Policies and Purpose.

The Village Board of the Village of South Glens Falls has reviewed the Code of the Village of South Glens Falls and believes that certain additions to the existing code are reasonable and necessary. The recommended additions shall therefore be enacted and authorized pursuant to the provisions of this local law.

§3. Amendments.

Chapter 54 entitled “Property Maintenance code” shall be added to the Village of South Glens Falls Code.. The new Chapter 54 shall be the following:

§ 54-1 Intent; Adoption of Property Maintenance Code

- A. The Property Maintenance Code of New York State applies to all existing residential and non-residential structures and all existing premises, and constitutes minimum requirements and standards: for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; for the responsibility of owners, operators and occupants; and for the occupancy of existing structures and premises. The Property Maintenance Code is intended to provide minimum requirements to safeguard public safety, health and general welfare insofar as they are affected by the occupancy and maintenance of structures and premises.
- B. The Village Board of the Village of South Glens Falls (herein the “Village”) finds that unkept, unsanitary, and otherwise improperly maintained premises and structures within the Village, in addition to the obvious hazards which these conditions pose to the public health, safety and welfare, adversely affect the value, utility and habitability of property

within the Village as a whole and can specifically cause substantial damage to adjoining and nearby properties. A property which is inadequately maintained may substantially reduce the value of adjoining property. If there are a number of properties that are unkept, unsightly, unsanitary and/or dangerous, the habitability and economic well being of the Village as a whole are materially and adversely affected. This chapter conveys to the Village administration all necessary and proper powers to remedy unkept, unsightly, unsanitary and improperly maintained or substandard structures or premises that may be found to exist within the Village, and, to charge the costs of such action to those responsible and against the properties themselves. This chapter is an exercise of the Village's police power, and it shall be liberally construed to effect this purpose.

- C. In order to protect the health and safety of the residents of the Village of South Glens Falls, and, to promote the general welfare of the community, the Village Board hereby adopts the Property Maintenance Code of the State of New York. Copies of the provisions of the New York State Property Maintenance Code shall be on file with the Village Clerk and shall be made available to members of the general public upon request.

§ 54-2 Conflicts with other regulations.

Where differences occur between provisions of this law and other referenced standards (e.g. the New York State Uniform Fire Prevention and Building Code), the more stringent provisions shall apply. Any repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the New York State Uniform Fire Prevention and Building Code and National Fire Protection Association regulations or other referenced standards. This law shall not affect violations of any other ordinance, code or other regulation existing prior to the effective date, and any such violations shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

§ 54-3 Enforcement; penalties.

- A. The Code Enforcement Officer of the Village or other officer duly authorized by the Village shall issue all necessary notices or orders to insure compliance with this chapter.
- B. The Code Enforcement Officer, upon proper notification and with sufficient cause, is authorized to enter a structure or premises at reasonable times to inspect. Prior to entering into a space not otherwise open to the general public, the Code Enforcement Officer shall make a reasonable effort to locate the owner or other person having charge or control of the structure or premises, present proper identification and request entry. If requested entry is refused or not obtained, the Code Enforcement Officer shall pursue recourse as provided by law.

- C. Whenever the Code Enforcement Officer determines that there has been a violation of this chapter or has grounds to believe that a violation has occurred, notice shall be given to the owner or the person or persons responsible. Such notice shall (a) be in writing; (b) include a description of the property sufficient for identification; (c) include a statement of the reason or reasons why the notice is being issued; and (d) include an order describing the repairs, improvements, or other actions required to bring the structure and/or premises into compliance with the provisions of this chapter. Such notice shall be deemed to be properly served if a copy is either delivered to the owner personally, or, sent by certified mail addressed to the owner at the address of record. If the letter is returned, a copy shall be posted in a conspicuous place in or about the structure or premises affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon a person responsible for the structure or premises shall constitute service of notice upon the owner.
- D. In addition to any fines or penalties prescribed by State law for violations of the NYS Uniform Fire Prevention and Building Code, or for violations of any other provisions of this Code or any term or condition of any building permit, certificate of occupancy, temporary certificate, stop-work order, operating permit or other notice or order issued by the Village Code Enforcement Officer pursuant to any provision of this Code, violations of this chapter shall be punishable by any of the following, or a combination thereof:
- (a) A fine in an amount up to \$1,000.00 per violation;
 - (b) A fine in an amount up to \$1,000.00 for each day or part thereof during which such violation or violations continue;
 - (c) Community service;
 - (d) Imprisonment for a period not exceeding fifteen days;
 - (e) A conditional discharge; and/or
 - (f) An unconditional discharge.
- E. Each day that a violation continues after due notice has been served shall be deemed a separate offense and shall be considered a continuing violation until the violation is corrected, and shall be punishable by any of the above remedies, or combination thereof, for each day that the property, structure or premises remains in violation.
- F. In the event that the owner fails to comply with the order of the Code Enforcement Officer, the Code Enforcement Officer is authorized to engage the services of a contractor to perform whatever actions are necessary to bring the structure or premises into compliance with the provisions of this chapter. Prior to engaging a contractor for said purpose, the Code Enforcement Officer shall provide written notice to the owner advising of the Code Enforcement Officer's intent to engage a contractor for said purpose. The owner shall have a period of ten days from the date of the mailing of said notice to either arrange to perform the required work or actions to bring the structure or premises into compliance, or, to file a letter with the Village Clerk appealing the decision of the Code

Enforcement Officer. The Village Board shall process said appeal by giving notice to the property owner and scheduling a hearing within fourteen (14) days in order to make a determination whether to either uphold the decision of the Code Enforcement Officer, or, to vacate or modify the decision of the Code Enforcement Officer with respect to the alleged violation of this chapter.

- G. In the event that the Village incurs costs and expenses in order to bring the structure or premises into compliance with this chapter, the Village shall assess all costs and expenses incurred against such property. Such assessment shall be collected in the same manner as real property taxes are collected as provided by law.
- H. Nothing contained in this chapter shall prevent the Village from seeking judicial or equitable relief to abate violations of this chapter. No remedy or penalty specified in this chapter shall be the exclusive remedy available to address any violation described in this section. Each remedy or penalty specified herein shall be in addition to, and not in substitution or limitation of, any other remedies or penalties specified in this Code or in any other applicable law.

**RESOLUTION
LOCAL LAW NUMBER 1 OF 2024
TO ADD A NEW CHAPTER:
CHAPTER 54, ENTITLED
“PROPERTY MAINTENANCE CODE”**

WHEREAS, the Village Board of the Village of South Glens Falls (herein the “Board”) is considering the adoption of Local Law Number 1 of 2024 which would, if adopted, amend the Code of the Village of South Glens Falls by adding a new chapter, to be entitled “Chapter 54: Property Maintenance Code”; and

WHEREAS, the Board finds that the adoption of Local Law No. 1 of 2024 is a necessary and proper exercise of authority by the Board; and

WHEREAS, pursuant to Section 20 of the Municipal Home Rule Law, a public hearing on the proposed adoption of Local Law No. 1 of 2024 was duly conducted on January 17, 2024 at 7:00 p.m. at the Village Hall; and

WHEREAS, the Board has considered the public comments made at the public hearing; and

WHEREAS, the Board, serving as lead agency for this unlisted action under SEQRA, reviewed a short environmental assessment form and determined that the action does not present any adverse environmental impacts; and

WHEREAS, after thorough review and deliberation, the Board proposes to adopt Local Law No. 1 of 2024; and

WHEREAS, the Attorney for the Village has prepared the necessary documents for filing this local law with the Secretary of State including the text of the law itself.

NOW THEREFORE, BE IT RESOLVED that the Board, after exercising the required “hard look” for any environmental concerns, and finding no significant adverse environmental impacts, hereby adopts and authorizes the filing of a negative declaration; and

BE IT FURTHER RESOLVED, that the Board hereby adopts Local Law No. 1 of 2024 to add to the Village Code a new chapter: Chapter 54 thereof entitled “Property Maintenance Code”; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes the Village Clerk and Attorney for the Village to make such minor modifications to the local law documents as they deem necessary, to execute and file the said documents as required by law, and to take all of the necessary actions for the promulgation thereof.

Motion: _____

Second: _____

Roll Call:

Mayor Bodkin	_____
Trustee Carota	_____
Trustee Orlow	_____
Trustee Gerard	_____
Trustee Guthiel	_____

I hereby certify that this Resolution was duly adopted by the Village of South Glens Falls at a regular meeting of the Village Board conducted on January 17, 2024.

By: _____
SAMANTHA BERG, Clerk
Village of South Glens Falls

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into this ___ day January 2024 (the "Effective Date"), by and between Jersen Construction Group, LLC ("Jersen") and The Village of South Glens Falls (the "Village") (collectively, the "Parties"), and shall be deemed in full force and effect retroactively to the Effective Date upon execution by the Parties hereto.

RECITALS

WHEREAS, Jersen entered into an agreement (the "Contract") with the Village wherein Jersen agreed to perform construction management and related work in connection with the project known as South Glens Falls WTP Upgrades Re-Bid – Contract No. 2E (the "Project");

WHEREAS, during the performance of the Project, disputes arose over the Village's claim that certain work performed by Jersen at the Project was defective;

WHEREAS, Jersen duly filed a Notice of Claim with the Village in dispute of the Village's alleged claim for defective work at the Project and the Village's proposed course of action to remedy said work (the "Claim");

WHEREAS, as set forth in the terms and conditions herein, Jersen and the Village have reached an agreement to fully and finally settle and discharge all matters in controversy between and among them in connection with the Project and Jersen's Claim.

NOW, THEREFORE, in consideration of the agreements, promises and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged and intending to be legally bound hereby, Jersen and the Village agree as follows:

1. Whereas Clause Incorporation. The precatory ("Whereas") clauses are incorporated herein and made a part of this Agreement.

2. Settlement Amount. Jersen shall issue a \$30,000.00 credit to the Village for the panels that were the subject of the Claim, without any additional trim installation.

3. Contingencies and Obligations

This Agreement is made and expressly contingent upon the following obligations:

a. Waiver of Liquidated Damages. The Village agrees to waive its right to assess liquidated damages against Jersen;

b. Coordination with Supplier. Jersen will reach out to the supplier to coordinate installation of a steel plate on the back of the Control Panel damaged by a third-party during its installation.

c. Release of the Village. Jersen hereby releases the Village in connection with the Claim; and

d. Release of Jersen. The Village hereby releases Jersen in connection with the Claim.

4. Warranties and Representations.

a. The Village, by and through its duly authorized representative, warrants and represents that it has the power and authority to execute this Agreement and all documents annexed thereto, and had taken all appropriate corporate action to enter into and perform its obligations under this Agreement.

b. Jersen, by and through its duly authorized representative, warrants and represents that it has the power and authority to execute this Agreement and all documents annexed thereto, and had taken all appropriate corporate action to enter into and perform its obligations under this Agreement.

5. No Admission of Liability. This Agreement represents a compromise of numerous matters that are in controversy. The purpose of this Agreement is to resolve such matters and the Parties agree that in no event shall this Agreement, or any of its provisions, or any negotiations, statements, or proceedings relating to it, be construed in any way as, offered as, received as, used as, or deemed to be evidence of any kind in any action or in any judicial, administrative, or other proceeding, except in a proceeding to enforce the terms of this Agreement. Without limiting the foregoing, neither this Agreement, nor any related correspondence, negotiations, statements, or proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence of, any admission or concession by any person or entity of any liability or wrongdoing on the part of any party to this Agreement.

7. Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, all other terms and provisions of this Agreement will remain effective and will be enforced to the fullest extent permitted by applicable law.

8. Any Amendment Shall Be in Writing. This Agreement shall not be amended, altered, revised, modified, terminated, or changed except by a subsequent written agreement executed by all parties hereto, and then such amendment shall be effective only in the particular instance and for the purpose for which it is given.

9. No Reliance on Representations of Other Parties. It is understood and agreed that, in connection with the negotiation and consummation of this Agreement, the Parties have relied and are relying wholly upon their own judgment, beliefs, knowledge, and the advice of counsel, and have not relied and are not relying upon any statement, representation, or conduct of the other or any other person or the various representatives, agents, employees, or attorneys of the other or any other person; provided, however, it is understood and agreed that the Parties have relied upon the representations and obligations set forth above in Paragraphs 2, 3 and 4, above.

10. Access to Legal Counsel.

a. The Parties acknowledge that they each have had the opportunity to consult with legal counsel of their choosing prior to entering into this Agreement, that they have relied upon the legal advice of such counsel, that the terms of this Agreement have been completely read and explained to them by their attorney(s) and that those terms are fully understood and voluntarily accepted by them.

b. The Parties further stipulate and agree that they each have had an opportunity to participate in the negotiation and drafting of this Agreement and that any ambiguity in this Agreement will not be construed for or against either party.

12. Each Party to Bear Own Costs. Each party will bear its own costs, including but not limited to legal fees and expenses, concerning the matters set forth in this Agreement, and the negotiations for and preparation of this Agreement.

13. Miscellaneous Terms and Conditions.

a. Entire Agreement and Successors in Interest. This Agreement, as well as the documents annexed hereto, contains the entire agreement among the Parties with regard to the matters set forth herein and supersedes any prior written or oral agreements, understandings or arrangements, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

b. Execution in Counterparts. This Agreement may be executed in several counterparts, and as so executed shall constitute an agreement, binding to the extent provided herein on the Parties, notwithstanding the fact that the Parties have not physically signed the signature page of the original or the same counterpart. Facsimile signatures shall be accepted and deemed to be original signatures and shall be binding on the parties upon signing.

c. Headings. The headings contained in this Agreement are merely for convenience of reference and shall not under any circumstances affect the meaning or interpretation of this Agreement.

d. Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties. No provision of this Agreement shall in any way inure to the benefit of, provide a release to or create any rights whatsoever in any other person or entity (including the public at large) unless expressly provided for herein.

e. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York and any dispute concerning or in connection with this Agreement shall be venued in the Supreme Court of the State of New York, County of Saratoga.

IN WITNESS WHEREOF, we have hereunto set our hand and seals as of the date above written.

Jersen Construction Group, LLC

Village of South Glens Falls

By: _____

By: _____

Title: _____

Title: _____

nikaslawfirm@gmail.com

[Quoted text hidden]

Nathan Woodard <ncw@mastrolgpllc.com>
To: Bill Nikas <nikaslawfirm@gmail.com>

Wed, Jan 3, 2024 at 4:22 PM

I'll reach out to Jersen and clarify the remaining balance and amount of work to be completed and get back to you asap.

[Quoted text hidden]

Bill Nikas <nikaslawfirm@gmail.com>
To: Nathan Woodard <ncw@mastrolgpllc.com>

Wed, Jan 3, 2024 at 4:26 PM

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

[Quoted text hidden]

Nathan Woodard <ncw@mastrolgpllc.com>
To: Bill Nikas <nikaslawfirm@gmail.com>

Thu, Jan 4, 2024 at 12:17 PM

Good afternoon Bill,

I spoke with my client regarding the remaining balance and amount of outstanding work at the Project. To summarize:

1. Of the \$1,544,500.00 total Contract Price, Jersen has billed a total of \$1,440,998. This leaves a balance of \$103,501.35 for remaining work with \$72,049.93 currently withheld as retainage. Jersen's most recent payment application, Req. No. 10 is attached for your reference.
2. Upon information and belief, the Village has not paid the \$31,162.50 balance due Jersen for Req. No. 10. Essentially, by applying the \$30,000 as a credit, Jersen would accept \$1,162.50 in full satisfaction of the balance due for Req. No. 10.
3. As to remaining work, Jersen informs me that the remaining work is relatively minor. Outstanding items include: (a) minor HVAC work; (b) starting/testing installed equipment; and (c) punch-list work.

In light of the foregoing, please let me know if the Settlement Agreement I forwarded yesterday is acceptable or if you would like to revise.

On a related note, I think it is probably a good idea to apply the \$30,000.00 via a change order. It will be cleaner for accounting purposes. This would reduce the total contract price to \$1,514,500 and Jersen would submit a new lien waiver in connection with Req. No. 10 upon payment of the \$1,162.50 balance.

Let me know if you have any questions, concerns, or if you wish to discuss further.

[Quoted text hidden]

PARTIAL RELEASE AND WAIVER OF MECHANIC'S LIEN

PROJECT NAME: South Glens Falls Water Treatment Plant Upgrade Rebid CONTRACTOR/SUPPLIER:
Jersen Construction Group PROJECT ADDRESS:
Beach Road, South Glens Falls, NY CONTRACTOR/SUPPLIER'S CONTRACT
NUMBER: 10 OWNER: Village of South Glens Falls THROUGH
PERIOD ENDING: 5/31/2023
CONSTRUCTION MANAGER: Delaware Engineering PARTIAL PAYMENT AMOUNT: \$30,162.50
Thirty Thousand one hundred sixty two thousand and 50/100 Dollars.

CONTRACTOR/SUPPLIER has provided labor, materials, rentals and/or services (collectively, "Work") on the above-described Project.

CONTRACTOR/SUPPLIER, for and in consideration of Partial Payment Amount to be paid upon execution of this Partial Release, does for itself, its successors, administrations and assigns, hereby affirm and agree as follows with respect to all Work performed to date and for which payment has been made pursuant to this Partial Release, except as noted below in Paragraph 3:

1. All labor employed in connection with the Work and the Project and all related payroll taxes and charges (such as withholding taxes, social security taxes and worker's compensation, disability and unemployment taxes and/or insurance premiums) have been paid in full, see attached; and
2. All materials, tools, equipment, supplies and services furnished and used upon or in connection with the Work and the Project have been paid for in full; and all sales, use, excise and similar taxes on or in connection with the same have been fully paid, see attached; and
3. Upon receipt by CONTRACTOR/SUPPLIER of a check from the CONSTRUCTION MANAGER in the Partial Payment Amount described above, payable to the CONTRACTOR/SUPPLIER, and when the check has been paid, this document shall become effective to release and forever discharge the CONSTRUCTION MANAGER, its surety and the OWNER and their respective officers, directors, agents, servants and employees, and all lands, improvements, chattels, and other real and personal property connected with or a part of the Project from any and all claims, demands, liens and claims of lien whatsoever, which it now has or hereafter might or could have arising out of the performance of all Work for which payment has been made.

CONTRACTOR/SUPPLIER will, at its sole cost and expense, forever hold harmless, CONSTRUCTION MANAGER, its surety and OWNER from any and all claims and demands and will defend against and obtain the discharge of any liens and claims of lien of others arising out of or in connection with the work, including, without limitation, those claimed or asserted by any employee, supplier or subcontractor of the CONTRACTOR/SUPPLIER (or any employee or supplier of any subcontractor/supplier of the undersigned), governmental agency or any insurance carrier; and

CONTRACTOR/SUPPLIER warrants that the amount of payments received or to be received represents the total value earned by CONTRACTOR/SUPPLIER for materials, labor, rentals, equipment and services supplied to the Project for the above-described contract.

CONTRACTOR/SUPPLIER warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and appurtenances and warrants that it has the right to execute this waiver and release.

This release and waiver may not be changed orally.

CONTRACTOR/SUPPLIER agrees that the CONSTRUCTION MANAGER, the OWNER of the Project, any lender, any title insurer, and any surety may rely upon this waiver and release.

IN WITNESS WHEREOF, Ryan Rand, of Jersen Construction Group has hereunto set her/his hand this 7th day of June, 2023.

CONTRACTOR/SUPPLIER: Jersen Construction Group
AUTHORIZED AGENT: Ryan Rand
WITNESS: RL
SIGNATURE: [Signature]
TITLE: Project Manager

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

On the 7th day of June in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Rand, 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 he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

(Signature and office of individual taking acknowledgment.)



OWNER:
 Village of South Glens Falls
 5 Saratoga Avenue
 South Glens Falls, NY 12803

PROJECT: Village of S. Glens Falls
 WTP Upgrades Re-Bid 2G

ROM CONTRACTOR:
 Jensen Construction Group LLC
 Industry Drive
 Waterford NY 12188

VIA ENGINEER:
 Delaware Engineering
 28 Madison Avenue
 Albany, NY 12203

CONTRACT FOR: No. 1 General Construction

APPLICATION NO: 10

PERIOD TO: 5/31/2023

PROJECT NO: 19-1820

SRF No. 18332

Distribution to:
☒ OWNER
☒ ARCHITECT
☐ CONTRACTOR

CONTRACT DATE: February 3, 2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

ORIGINAL CONTRACT SUM
 Net change by Change Orders \$ 1,544,500.00
 CONTRACT SUM TO DATE (Line 1 + 2) \$ 0.00
 TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,544,500.00
 RETAINAGE (Column G on G703) \$ 1,440,998.65

a. 5 % of Completed Work \$ \$72,049.93
 (Column D + E on G703)
 b. 5 % of Stored Material \$ \$0.00
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 72,049.93

TOTAL EARNED LESS RETAINAGE
 (Line 4 Less Line 5 Total) \$ 1,368,948.72
LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,338,786.22
CURRENT PAYMENT DUE \$ 30,162.50
BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 175,551.28

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jensen Construction Group

By: [Signature] Date: 6/7/2023

State of: NY County of: Saratoga
 Subscribed and sworn to before me this 7th day of June, 2023
 Notary Public: [Signature]
 My Commission expires: 7/5/2025

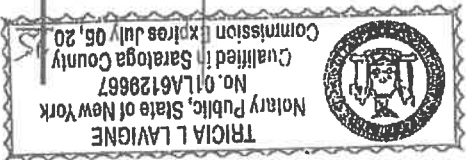
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 30,162.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date:
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

AIA DOCUMENT G703

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UNIT AND CERTIFICATION FOR PAYMENT

Units are stated to the nearest dollar.
Variable retainage for line items may apply.

APPLICATION NO: #REF!
APPLICATION DATE: #REF!
PERIOD TO: May 31, 2023

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions								
2	General Requirements	\$47,000.00	\$42,300.00	\$2,000.00	\$0.00	\$44,300.00	94.26%	\$2,700.00	\$2,215.00
3	Bonds and Insurance	\$36,000.00	\$36,000.00	\$0.00	\$0.00	\$36,000.00	100.00%	\$0.00	\$1,800.00
5	Field Office	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00
6	Supervision	\$150,000.00	\$136,000.00	\$6,000.00	\$0.00	\$142,000.00	94.67%	\$8,000.00	\$7,100.00
7	Mobilization	\$18,500.00	\$18,500.00	\$0.00	\$0.00	\$18,500.00	100.00%	\$0.00	\$925.00
10	Survey	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
11	Dumpsters	\$8,000.00	\$7,500.00	\$250.00	\$0.00	\$7,750.00	96.88%	\$350.00	\$387.50
14	ALLOWANCES								
15	Contingency Allowance 1	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	\$0.00
16	Contingency Allowance 2	\$50,000.00	\$26,798.65	\$0.00	\$0.00	\$26,798.65	53.60%	\$23,201.35	\$1,339.93
19	Division 03 - Cast In Place Concrete								
20	Concrete Reinforcing L.	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100.00%	\$0.00	\$450.00
21	Concrete Reinforcing M	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$750.00
23	Forming Formwork L	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00
24	Forming Formwork M	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
25	Wall & Pier Formwork L	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00
26	Wall & Pier Formwork M	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
27	Forming Concrete L	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
28	Forming Concrete M	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00
29	Wall & Pier Concrete L	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
30	Wall & Pier Concrete M	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
31	Slab Prep L	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
32	Slab Prep M	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
33	Slab Concrete L	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
34	Slab Concrete M	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
35	6" Wet Well L	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$225.00
36	6" Wet Well M	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00
35	2500 Gallon Septic Tank L	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00
36	2500 Gallon Septic Tank M	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$850.00
35	Trench Drain L	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
36	Trench Drain M	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00
62	Division 07 - Thermal and Moisture Protection								
63	Joint Sealers L	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
64	Joint Sealers M	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
65	Building Insulation L	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
66	Building Insulation M	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
78	Division 08 - Openings								
79	Metal Door and Frames L	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
80	Metal Door and Frames M	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100.00%	\$0.00	\$450.00
81	Aluminum Windows L	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
82	Aluminum Windows M	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00

CONTINUATION SHEET

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ON AND CERTIFICATION FOR PAYMENT

units are stated to the nearest dollar.
variable retainage for line items may apply.

APPLICATION NO: #REF!
APPLICATION DATE: #REF!
PERIOD TO: May 31, 2023

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
83	Door HDWR L	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
84	Overhead Door L	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
85	Overhead Door M	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$350.00
100	Division 09 – Finishes								
101	Construction and Restoration Painting L	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
102	Construction and Restoration Painting M	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
116	Division 10 – Specialties								
117	Signage L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
118	Signage M	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
119	Fire Protection Specialties L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
120	Fire Protection Specialties M	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
133	Division 13 – Pre-Engineered Metal Buildings								
134	PEMB L	\$52,000.00	\$42,000.00	\$0.00	\$0.00	\$42,000.00	80.77%	\$10,000.00	\$2,100.00
135	PEMB M	\$169,000.00	\$169,000.00	\$0.00	\$0.00	\$169,000.00	100.00%	\$0.00	\$8,450.00
142	Division 31 – Earthwork								
143	Erosion and Sediment Control L	\$1,000.00	\$950.00	\$0.00	\$0.00	\$950.00	95.00%	\$50.00	\$47.50
144	Erosion and Sediment Control M	\$1,000.00	\$950.00	\$0.00	\$0.00	\$950.00	95.00%	\$50.00	\$47.50
145	Misc Site Demo L	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
146	Misc Site Demo M	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
147	Building Excavation L	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
148	Building Excavation M	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
149	Foundation Backfill L	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
150	Foundation Backfill M	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
149	Slab on Grade Prep L	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
150	Slab on Grade Prep M	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
151	Division 32 – Exterior Improvements								
152	Pavement Subbase L	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
153	Pavement Subbase M	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
154	Asphalt Concrete Paving L	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
155	Asphalt Concrete Paving M	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00
156	Chain Link Fencing L	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
157	Chain Link Fencing M	\$17,000.00	\$0.00	\$17,000.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$850.00
158	Site Restoration L	\$1,000.00	\$500.00	\$0.00	\$0.00	\$500.00	50.00%	\$500.00	\$25.00
159	Site Restoration M	\$8,500.00	\$4,250.00	\$0.00	\$0.00	\$4,250.00	50.00%	\$4,250.00	\$212.50
177	Division 33 – Utilities								
178	GAC Overflow Piping L	\$2,500.00	\$2,250.00	\$0.00	\$0.00	\$2,250.00	90.00%	\$250.00	\$112.50
179	GAC Overflow Piping M	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00
180	Filtrate Piping L	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
181	Filtrate Piping M	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$850.00
182	Raw Water Intake Piping L	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
184	Raw Water Intake Piping M	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$1,250.00
185	GAC Backwash Piping L	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00

CONTINUATION SHEET

ON AND CERTIFICATION FOR PAYMENT

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units are stated to the nearest dollar.
variable retainage for line items may apply.

APPLICATION NO: #REF!
APPLICATION DATE: #REF!
PERIOD TO: May 31, 2023

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
186	GAC Backwash Piping M	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00
187	GAC Backwash Supply Piping L	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
188	GAC Backwash Supply Piping M	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	100.00%	\$0.00	\$2,250.00
189	Backwash & Waste Filtrate Piping L	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
190	Backwash & Waste Filtrate Piping M	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00
191	Submersible Pumps M	\$39,000.00	\$39,000.00	\$0.00	\$0.00	\$39,000.00	100.00%	\$0.00	\$1,950.00
192	GAC Filters L	\$18,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	94.44%	\$1,000.00	\$850.00
191	GAC Filters M	\$395,000.00	\$395,000.00	\$0.00	\$0.00	\$395,000.00	100.00%	\$0.00	\$19,750.00
192	Vertical Turbine Pumps L	\$1,500.00	\$1,250.00	\$0.00	\$0.00	\$1,250.00	83.33%	\$250.00	\$62.50
191	Vertical Turbine Pumps M	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100.00%	\$0.00	\$3,250.00
192	Force Main Installation L	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00
192	Force Main Installation M	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00
192	Magnetic Flow Meter L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
192	Magnetic Flow Meter M	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00
192	Turbidity Meter L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
192	Turbidity Meter M	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00
237									
	GRAND TOTALS	\$1,544,500.00	\$1,409,248.65	\$31,750.00	\$0.00	\$1,440,998.65	93.30%	\$103,501.35	\$72,049.93

use a completed AIA Document D401 - Certification of Documents Authenticity

**South Glens Falls WTP Upgrades Re-Bid
Village of South Glens Falls
Saratoga County, NY
CHANGE ORDER NO. #1**

Owner Village of South Glens Falls Date 01/05/2024
Project WTP Upgrades Re-Bid
Owner's Contract No. 2G Contractor: Jersen Construction Group, LLC
Date of Contract Start 02/18/2022

You are directed to make the following changes in the Contract Documents:


Reason for Change Order:

Building siding surface imperfections due to manufacturing defects.


CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	
		To substantial completion	To final completion
Original:	<u>\$ 1,544,500</u>	ORIGINAL: <u>360</u>	<u>30</u>
Previous C.O.s (ADD):	<u>\$ 0</u>	Previous C.O.s (ADD/DEDUCT): <u>0</u>	<u>0</u>
This C.O. (ADD / NTE):	<u>\$ 30,000</u>	This C.O. (ADD/DEDUCT): <u>314</u>	<u>0</u>
Contract Price with all		REVISED: <u>674</u>	<u>N/A</u>
Approved Change Orders:	<u>\$ 1,514,500</u>	Original Completion Dates: <u>03/23/2023</u>	<u>04/22/2023</u>
		Revised Completion Dates: <u>01/31/2024</u>	<u>03/01/2024</u>
		Notice to proceed: <u>03/28/2022</u>	

Change Order Details: A corrective charge of -\$30,000 has been incorporated into the Contract Schedule of Values. This adjustment compensates for surface imperfections identified on the new building's siding, which have been conclusively attributed to manufacturing defects.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED:  01/05/2024
By: _____ Date _____
Engineer (Authorized Signature)

APPROVED: _____
By: _____ Date _____
Owner (Authorized Signature)

ACCEPTED:  01/12/2024
By: _____ Date _____
Contractor (Authorized Signature)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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TO OWNER: Village of South Glens Falls
46 Saratoga Avenue
South Glens Falls, NY 12803
FROM CONTRACTOR: Jersten Construction Group LLC
6 Industry Drive
Waterford NY 12188
CONTRACT FOR: No. 1 General Construction

PROJECT: Village of S. Glens Falls
WTP Upgrades Re-Bid 2G
PERIOD TO: SOV
PROJECT NO. 19-1820
Srf No. 18332
VIA ENGINEER: Delaware Engineering
28 Madison Avenue
Albany, NY 12203

Distribution to:

	OWNER
X	ARCHITECT
	CONTRACTOR

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 1,544,500.00
- 2. Net change by Change Orders \$ -30,000
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 1,514,500.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)
- 5. RETAINAGE:
 - a. 5 % of Completed Work (Column D + E on G703) \$
 - b. 5 % of Stored Material (Column F on G703) \$Total Retainage (Lines 5a + 5b or Total in Column I of G703)
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
- 8. CURRENT PAYMENT DUE \$
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	-\$30,000
TOTALS	\$0.00	-\$30,000
NET CHANGES by Change Order		-\$30,000

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: Delaware Engineering

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C- G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
145	Misc Site Demo L	\$3,000.00								
146	Misc Site Demo M	\$5,000.00								
147	Building Excavation L	\$5,000.00								
148	Building Excavation M	\$5,000.00								
149	Foundation Backfill L	\$4,000.00								
150	Foundation Backfill M	\$1,000.00								
149	Slab on Grade Prep L	\$1,000.00								
150	Slab on Grade Prep M	\$1,500.00								
151	Division 32 – Exterior Improvements									
152	Pavement Subbase L	\$1,500.00								
153	Pavement Subbase M	\$4,000.00								
154	Asphalt Concrete Paving L	\$4,000.00								
155	Asphalt Concrete Paving M	\$11,000.00								
156	Chain Link Fencing L	\$4,000.00								
157	Chain Link Fencing M	\$17,000.00								
158	Site Restoration L	\$1,000.00								
159	Site Restoration M	\$8,500.00								
177	Division 33 – Utilities									
178	GAC Overflow Piping L	\$2,500.00								
179	GAC Overflow Piping M	\$6,000.00								
180	Filtrate Piping L	\$4,000.00								
181	Filtrate Piping M	\$17,000.00								
182	Raw Water Intake Piping L	\$2,500.00								
184	Raw Water Intake Piping M	\$25,000.00								
185	GAC Backwash Piping L	\$1,500.00								
186	GAC Backwash Piping M	\$8,000.00								
187	GAC Backwash Supply Piping L	\$10,000.00								
188	GAC Backwash Supply Piping M	\$45,000.00								
189	Backwash & Waste Filtrate Piping L	\$3,000.00								
190	Backwash & Waste Filtrate Piping M	\$11,000.00								
191	Submersible Pumps M	\$39,000.00								
192	GAC Filters L	\$18,000.00								
191	GAC Filters M	\$395,000.00								
192	Vertical Turbine Pumps L	\$1,500.00								
191	Vertical Turbine Pumps M	\$65,000.00								
192	Force Main Installation L	\$8,000.00								
192	Force Main Installation M	\$20,000.00								
192	Magnetic Flow Meter L	\$500.00								
192	Magnetic Flowmeter M	\$6,000.00								
192	Turbidity Meter L	\$500.00								
192	Turbidity Meter M	\$20,000.00								
	Change Order #1	-\$50,000.00								
	GRAND TOTALS	\$7,514,500.00								



DEPARTMENT OF PUBLIC WORKS

46 Saratoga Avenue
South Glens Falls, New York
Telephone (518) 792-4033
Fax (518) 338-3243

**2024 Water System Improvements
Water Meter Project
GIGP Number 1872
January 16, 2024**

Dear Village Resident,

The Village of South Glens Falls was recently awarded a \$1,000,000 grant from the New York State Green Innovative Grant Program (GIGP). The Village has contracted with its engineering firm, Delaware Engineering, to install water meters in all residential homes and upgrade all existing commercial meters throughout the Village. The contract for the GIGP water meter project was awarded to Ferguson Water Works. Funding for this project will come from multiple sources, GIGP grant, water infrastructure funds, and long-term financing. The meter project is to help provide you with a safer and reliable water service. The water meters will aid the Village in accounting for the water it produces and the water the residents consume. In addition to being able to bill its users more accurately, the Village Public Works will be able to control the water that is lost through minor leaks and other means.

The Village of South Glens Falls is aware that in these times there are many individuals that try to prey on vulnerable people by posing as Village representatives, utility contractors, and emergency personnel. We understand that people are apprehensive about allowing unknown individuals into your home. Please be aware the Village will always have a representative with the contractor on the job. However, we ask you to be vigilant. **DO NOT** allow anyone into your home that has not made prior arrangements and that does not have proper identification. If there are any questions, please reach out to The Village Superintendent of Public Works before anyone enters your premises.

The Village understands that residents may have questions and we hope this letter will help to answer some of the more common ones. If you have questions that are not addressed in this letter, please feel free to email me at dpwchagnon@sgfny.com or call the Department of Public Works Monday-Friday between the hours of 7:00 am and 4:00 pm at (518) 792-4033.

1. Why are we getting meters?

Meters will more accurately aid in the accounting of the water the Village produces and the water consumed by the users. In addition to the accounting, it is our hope that meters will encourage Village residents to become more conservative with their resources my means of fixing leaking toilets or faucets, not watering lawns in the rain, etc.

2. Where will the meter be located?

The meter will be as close to the point of entry of water service line into the residence or business as possible, usually no more than 24" away.

3. Do I have to receive a new meter?

Yes. All users who are receiving Village water service are required to have a new meter installed or the old meter upgraded.

4. How much will the new meter cost me?

The costs of the project are fully funded by the Village through your usage fees, grants, etc.

5. Who will be entering my residence?

The subcontractor for Ferguson Water Works will be accompanied by the Village's Engineer Inspector. The inspector works directly for the Village and will oversee the contractor's workmanship.

6. What if I have a sprinkler system that does not discharge into the sewer?

Sewer rates are based on your water usage and the meter reading. However, you do have a choice to install an additional meter that will measure the gallons used on irrigation systems which will allow you to not be charged the sewer rate for said water usage. You, the resident, must purchase a meter through the Village and you must have it installed to the Village's specification at your expense. The Village will inspect the meter for proper installation and approve it for use. Once it has been approved, the Village will collect that meter reading and charge only the water used. If the need arises, a representative of The Village can come out to assist you through this process. The cost of the meter is approximately \$300.00, the exact amount would be determined at the time of purchase. The application can be found at Village Hall or on the Village website at www.sgfny.com/forms.

7. How will our bill change for a residential home with no meter?

At this time, the Village charges a flat rate for usage for most residences that do not have a meter. After completion of the meter project, the Village will conduct a lengthy study (approx. 1 year) to determine rates based on average usage, production costs, distribution costs, and infrastructure maintenance costs. At the completion of the study, the Village will review the data and determine a minimum charge for usage. This will include the number of gallons that the consumer can use up without being charged additional fees. If the gallons used are more than that amount, there will be an additional fee per 1,000 gallons used.

8. How will our bill change if we already have a meter?

At this time, nothing on your bill will change until the Village determines the new rates.

9. Will The Village need to enter my home to read the meter?

No. The meters will be a radio read. If service is needed in the future, the Village Department of Public Works will make contact and set up an appointment to service the meter.

Please look for an additional letter coming from Ferguson Water Works, our contractor, introducing themselves, their subcontractor SAKs Utility Solutions, and to set up appointments in the near future. Once again, if there are any additional questions please feel free to reach out by email or phone.

Thank You

TJ Chagnon, Public Works Superintendent

Village of South Glens Falls
46 Saratoga Avenue, South Glens Falls, NY12803
December 6th, 2023
7:00 PM

Regular Village Board Meeting Minutes Addendum

Minutes Addendum

1. **Page 2, Item #3:** The Mayor will reach out to Larry Paltrowitz to see where we stand on the zero interest loan.
2. **Page 4, Item #11:** Motion #120623-8 should read "Motion #120623-8 to receive and file DPW, PD, Building Inspector/Code Enforcement, and Animal Control Reports for the month of November"
3. **Page 5, Item #22:** All Board members and the Mayor were in favor, motion passed.

DRAFT

Village of South Glens Falls
46 Saratoga Avenue, South Glens Falls, NY12803
December 20th, 2023
7:00PM

Regular Village Board Meeting Minutes

Minutes

Attendance:

Mayor Bodkin
Trustee Gutheil
Trustee Carota
Trustee Girard
Counsel William Nikas

Samantha Berg
TJ Chagnon
Alan Dubois
Glen
Jim
U
Alan Dubois
ADK
Gotpaid
5187462060
User
Alex Portal
Cheryl Lawyer
Cam Cardinale
Lucas Smith
Kevin Gallagher

Public Forum: Kevin Gallagher addressed the Board regarding the Fire Company contract and Police Department contract. He asked how long the Fire Company contract has been expired. The Mayor explained there were contractual concerns that took time to resolve. Kevin Gallagher provided the Village's contract with the Police Department is also expired and he has brought this up at previous meetings. He believes both contracts are very important to the Village. Counsel provided that the Police Department continues to work as they normally do. The contract came up for renewal and they had legitimate disputes, both sides are working on resolving the disputes. Kevin Gallagher believes this is why the Police Department cannot retain or hire new Officers. He is concerned for Public Safety in the Village with the contracts not being resolved. Trustee Gutheil asked about an update on the Fire Company contract. The Mayor provided he has signed the contract and there is a check cut, we are waiting for the Fire Company to sign the contract. The Fire Company postponed their meeting earlier today. The Mayor and Trustee Gutheil discussed the meaning for the meeting and the Mayor said he was unsure what the Fire Company's intentions were for the meeting. Trustee Gutheil believes we should know the purpose of a meeting before scheduling one.

1. Grant Projects Update

- a. **Carbon Filtration:** Motion #122023-1 to approve the terms of the proposal and authorize counsel to negotiate the final settlement agreement based on the terms of receiving a \$30,000 credit and waiver of all prior notice of claims. Subject to Boards approval upon final documentation. Trustee Carota motioned, Trustee Girard seconded. All in favor, except for Trustee Gutheil who voted no. Motion passed.

Discussion: The Mayor provided the proposal to the contractor has been accepted. The terms are receiving a \$30,000 credit for exterior panel damage. Trustee Gutheil is concerned if all claims will be dismissed. Counsel provided all other claims will be dismissed. Trustee Gutheil did not support this option and will be voting no. Trustee Gutheil voted no due to spending over a million dollars for a building that the manufacturer acknowledged having defective materials.

- b. **GIGP:** TJ Chagnon provided the container that will house the meters is being delivered January 2nd. The process will begin to start once the meters are delivered. The Mayor said he has not seen any more communications regarding Ferguson and Delaware communicating to the Public. TJ Chagnon believes the letter should come from the Village. Kevin Gallagher provided he will not allow anyone in his home unless it is on the Mayors letterhead. Trustee Girard agrees with TJ Chagnon and he has been asking for months about the letter being finished. Trustee Gutheil said this letter should have gone out a long time ago, he also provided information about the letter the Village of Corinth used for their meter project. Trustee Gutheil believes it will be a surprise to some residents. The Mayor provided we are waiting for a firm start date and to be able to send credible and tangible information to prevent multiple mailings that would cost hundreds of dollars. Trustee Gutheil said the letter could have gone out with the last water bill. The Mayor provided once we have all the proper information from the contractor and engineer, our staff can compose a letter. TJ Chagnon suggested putting out a formal letter saying we are beginning the project and what the residents options are, then the contractor can send their own letter of the official start date. TJ Chagnon provided more information that can be put on the letter. TJ Chagnon is concerned about the residents not being informed enough on the project if only the contractor sends a letter. The Mayor provided we are waiting for information from the contractor and engineer and will add our information as well. TJ Chagnon provided January 2nd the meters will be dropped off and they will want to begin.

- c. **Sewer:** Trustee Gutheil asked if the sewer loan has been closed, Samantha Berg provided the attorney has not responded back to her. She has attempted contacting them twice since the last meeting.

2. **Transfers:** Motion 122023-2 to approve the transfers as presented. Trustee Carota motioned, Trustee Girard seconded. All in favor except for Trustee Gutheil who abstained. Motion passed.

12/20/2023

A 1990.400	A 1430.405	\$1,300.00	NON UNION LABOR ATTORNEY
A 1640.410	A 1640.415	\$75.65	DPW BACKGROUND CHECKS

3. **Motion #122023-3** to approve the bills as audited, removing the payroll warrant. Trustee Carota motioned, Trustee Girard seconded. All in favor except for Trustee Gutheil who abstained. Motion passed.

Discussion: Trustee Girard believes the dates are incorrect for the payroll warrant. Trustee Gutheil said we need to look at the rates on the National Grid bills, also the Police Station should not be on a demand meter. He also said we should look at the Van Buren pump station bill due to it being significantly higher than other pump stations. Trustee Gutheil asked about the CPA voucher, Samantha Berg provided it was just received after the warrant was already prepared.

- a. General - \$28,829.59
- b. Water - \$4,771.07
- c. Sewer - \$1,746.17

4. **Minutes (12/06/23): Motion #122023-4** to approve the minutes from 12/06/23. Trustee Carota motioned, Trustee Girard seconded. No vote, the Board will vote on this for the next meeting.

Discussion: Trustee Girard believes important information the Trustees are saying is being left out of the minutes. Trustee Gutheil said there is no response to his question on closing the zero interest loan. He thought we were receiving and filing reports from the department heads. There is also no record of vote for adjourning the meeting.

5. **Motion #122023-5** to allow the Mayor to sign the agreement for Positive Pay at GFNB pending receiving a written statement from Glens Falls National Bank stating there are no fees. Trustee Carota motioned, Trustee Girard seconded. All in favor except for Trustee Gutheil who voted no. Motion passed.

Discussion: Trustee Gutheil said this came across as no fees and he sees fees on the agreement. Samantha Berg provided that due to our account analysis, we will not pay fees. Trustee Gutheil said it looks like a transfer of liability and the Village is taking on additional liability because we perform certain acts. He is concerned with the language and indemnification. Counsel suggested getting an additional letter from Glens Falls National stating there will be no fees. Trustee Gutheil will not support and wants to do an RFP for banking services.

6. **Empire Safety membership: Motion #122023-6** to authorize the Mayor to sign the membership agreement with Empire Safety. Trustee Carota motioned, Trustee Girard seconded. All in favor, motion passed.

Discussion: The Mayor is looking to enroll the Village in Empire Safety. They help in training for employee safety and provide resources to improve safety. The cost is \$60 a year. Trustee Girard has no problem with the \$60. He also said our insurance company already provides safety training, he does not see a lot of information about Empire Safety. Trustee Girard believes we should utilize our insurance that we already are paying for. The Mayor said he has been in contact with our insurance and their representatives recommended Empire Safety. Trustee Girard asked why the Board was not informed about the Mayor communicating with the insurance company. Trustee Gutheil said the price is minimal and he supports safety training, but we should utilize services we already pay for. Trustee Gutheil also could not find much information on Empire Safety. He will support the \$60 for one year but if he does not see the value in the program, he will not support the renewal.

7. **Ferry Blvd Infrastructure/Water Quality:** The Mayor provided this has been talked about last meeting. TJ Chagnon said the DPW has done more extensive flushing and has sampled the problematic area, it has been narrowed down to an area between two hydrants where the issue is. DOH is looking for an action plan. TJ Chagnon suggested ice pigging the area and having the engineers weigh in on the situation. The Mayor asked if home filters would help, TJ Chagnon provided this would require the Village to replace the filters and he would have to research for the right filter. The Mayor asked the Board via email if there was interest in doing an RFP for pipe replacement or repair, he asked the Board again if they are interested. Trustee Girard said we should try the ice pigging that TJ Chagnon suggested as soon as possible. TJ Chagnon said we should first give all the information Alan has been collecting to our engineers for them to review. Trustee Gutheil asked about the distance between hydrants that was emailed being 1,000 to 3,000 feet. TJ Chagnon said this was an error and the distance is less than that. A resident asked what the MCL level is. TJ Chagnon provided it is .3 milligrams per liter and we are at .5 to .6 in the located area.

8. **Motion #122023-7** to accept and recognize the resignation of Patrolman Michael Gailor. Trustee Gutheil motioned, Trustee Girard seconded. All in favor, motion passed. The Mayor thanked Patrolman Michael Gailor for his service to the Village and wished him luck in his future place of employment.

9. Old Business

a. **Bridge Lighting:** The Mayor provided counsel has received further information on this project and is reviewing such. TJ Chagnon said we want to standardize with the fixtures Glens Falls has on their side. He believes the Board wanted to go to bid for fixtures and the wiring, then use the Warren County contract for installation. Trustee Gutheil would like to bid for the installation to see if it comes in lower than the county contract. Counsel provided there needs to be reasoning why the Village wants particular fixtures from a particular manufacturer. TJ Chagnon said he believes it is so we can match the light fixtures Glens Falls has put in on their side.

10. New Business

a. **Repair on Village fire truck:** **Motion #122023-8** to approve the repair estimate for the Village fire truck. Trustee Carota motioned, Trustee Girard seconded. Trustee Gutheil abstained and the rest are in favor. Motion passed.
Discussion: The Mayor provided there is a repair needed for the fire truck for \$5,556.27. This is an estimate. Trustee Girard asked why they are not following the procurement policy of receiving three quotes. The Mayor said they only provided one quote. Counsel provided the procurement policy is one of the issues in the contract, the Fire Company submitted this under an emergency repair which does not need three quotes. Counsel provided it is up to the Board to decide if it is an emergency repair or not. Trustee Gutheil said we have already received a previous repair for \$10,000 and this problem has been ongoing. He asked what preventative measures are being taken. Trustee Girard said it is difficult to determine emergency repairs for the fire truck, how is the Village going to work with someone who will constantly bypass the procurement policy. Trustee Girard also said he certainly does not want to go without fire protection so this puts the Board in a difficult situation. Counsel believes this is the result of past practices and discourse may be required between the Board and the Fire Company. The Board could also hire someone to review if the repair is an

emergency. Counsel provided that with his short time working with the Village, a lack of communication between the Fire Company and the Village has been a long standing issue that resulted in this situation. Counsel said there are other vendors to fix the truck and Samantha Berg provided she has reached out to two. Trustee Gutheil wants another opinion. Trustee Girard will vote yes due to being the deciding vote and not wanting to put the citizens in danger with no fire protection. He will not support a purchase like this again in the future. Trustee Gutheil said we should look into a back up truck and talk to the Town. The Fire House has more than the Village truck in service. There are multiple Fire Companies nearby that can help as well. Trustee Carota said they possibly could have gotten three quotes but did not relay the information. TJ Chagnon provided he has seen simple purchases such as batteries being purchased at higher prices than what the Village is purchasing them at. He asked that they reach out to him to help get better pricing. He also provided he follows the procurement policy and scrutinizes every penny that is spent for his department. Trustee Girard said there is not enough money in the account currently and transfers will have to be made. Trustee Girard is discouraged by the photos shared of the Fire Company bathroom. If the public saw them, they may wonder what kind of people are there that would put the bathroom in poor condition. Samantha Berg provided the repairs account for the truck is now empty, calculating in the previous \$10,000 repair.

Motion #122023-9 to transfer \$4,000 from A3410.201 to A3410.404 and \$1,556.27 from A3410.409 to A3410.404. Trustee Girard motioned, Trustee Carota seconded. Trustee Gutheil voted no due to having 5 more months left of the fiscal year, rest in favor. Motion passed.

- b. **Motion #122023-10** to approve voucher #24000384 for \$1,775.92 and voucher #24000383 for \$500. Trustee Carota motioned, Trustee Girard seconded. Trustee Gutheil voted no, rest in favor. Motion passed.

Motion #122023-11 to transfer \$261.57 3410.409 to 3410.404. Trustee Girard motioned, Trustee Carota seconded. Trustee Gutheil voted no, rest in favor. Motion passed.

- c. **Farmer's Market Discussion:** The Mayor asked the Board how they feel about having a Farmer's Market by the Gazebo and possibly making some repairs to the building there. Trustee Girard suggested having it somewhere else until we have grant funds to repair the building. The Mayor provided we received a grant in the past for \$100,000 to have a wash bay at the DPW and has not been used. The mayor can ask if the funds can be reallocated to fix the building for the Farmer's market. Trustee Girard has an issue with this, he would like to see the grant funds be reallocated to the Carbon Filtration project debt, he has asked this for several years. Trustee Girard asked about other grant money for sidewalk improvements, the Mayor said he was told these funds could not be reallocated and we would still have to use them for sidewalk improvements. Trustee Gutheil said we are taking on substantial debt and have interest on debt we did not need to borrow. Trustee Gutheil said discussion was dropped for a soft storage building, we should look at real priorities. Trustee Girard asked the Mayor to go to the politician to see if the funds can be reallocated before the Board makes a decision. Trustee Girard and Gutheil would like the funds to be allocated to more

important projects such as carbon filtration and public water. Trustee Carota said it is a good idea to secure these funds but the Farmers Market may not be the best use. Counsel asked who writes the grants and the Board provided we do not have a grant writer. The Engineers do them as needed or requested. Trustee Gutheil said we hired the firm because they had a great grant writer but the Village has stopped applying. The Mayor said the Village has applied for more grants on the water projects but were not eligible.

- d. **Rebuilding Together Saratoga County Support Letter:** Motion #122023-12 to give Rebuilding Together Saratoga County a letter of support on behalf of the Village. All in favor, motion passed.

Discussion: The Mayor provided they are looking for a letter of support from the Village. Trustee Girard said this is a great organization and he supports this.

11. Trustee Reports

- a. Trustee Gutheil said there is grant money available for trees, he would like to work on creating a tree inventory that would comply with the grant. The Mayor said the Village would have to adopt more specific legislative language into Village Law. The Board supports pursuing the tree city designation and grant funds.
- b. Trustee Gutheil asked if we will receive the electronic files from former counsel. The Mayor provided Attorney Bartkowski's estate was unable to access the electronic files due to encryption. The Mayor is unaware of any more records being sent than what has already been sent. Current Counsel said they can not confirm what they haven't received and there is other stuff to receive. Trustee Gutheil asked if they will receive all electronic communications from former counsel. Current Counsel said former Counsel represented they have received all information and to not worry about it and start fresh.
- c. Trustee Gutheil asked about the SWPP. TJ Chagnon provided that National Grid is sending a check to cover expenses of the engineer's review. Trustee Gutheil said he had provided documentation for a training reimbursement agreement and asked the Board and Counsel to review.
- d. Trustee Gutheil asked about FLSA notifications, we have not been notified of any changes.
- e. Trustee Gutheil asked about the trail grant and when the Village will receive reimbursement. TJ Chagnon provided Sam and Molly have compiled all the information needed and sent it to Saratoga County.
- f. Trustee Gutheil asked about an update on the audit. Samantha Berg provided we have been working with the audit firm and it is ongoing. They will be scheduling a visit sometime early next year as well as the CPA.
- g. Trustee Gutheil asked about the China Buffet demolition and if the work correlates with our engineers recommendations. The Mayor provided the Demolition will be leaving the footings of the buildings. Due to the property owner doing the work this is allowed since they still comply with codes. Trustee Gutheil said we paid an engineer for their recommendation. Counsel provided a state agency is overlooking the project as well. Trustee Gutheil asked if the brush on the property will be addressed, counsel said to consider property maintenance code to address the issue. Counsel provided the Village now has a Code Enforcement Officer who thinks they can set fines, this should be done through the Justice court and issued by a Judge. Trustee Gutheil is asking if this can be addressed with our current code. The Mayor provided the current Code Enforcer

has not issued any fines, just notices. Counsel stated the fines have to be set by a Justice Court. Counsel acknowledged no fines have been issued but the Code Enforcer had suggested they could issue fines. Counsel suggested adopting New York State property maintenance code can make this much more efficient for all parties. Trustee Gutheil did not support a full time Building Inspector and Code Enforcer and this would almost guarantee the Village would have to have one so he will abstain. **Motion #122023-13** to hold a Public Hearing for the adoption of the property maintenance code on January 17th 2024 at 7:01PM. Trustee Carota motioned, Trustee Girard seconded. All in favor except for Trustee Gutheil who abstained. Motion passed.

12. Mayor's Report

- a. The Mayor provided he will work on having a workshop for tree planting with Rebuilding Together Saratoga County.
- b. **Motion #122023-14** to appoint Dennis Davall to fulfill the remaining term of Caroline Sweeney for the Planning Board. Trustee Carota motioned, Trustee Gutheil seconded. All in favor except for Trustee Girard who abstained. Motion passed.
- c. The Mayor asked if the Board is okay to not have a Village Board Meeting on January 3rd due to the Holidays. Trustee Carota is okay with this, Samantha Berg provided the last two warrants were front loaded and we should be okay on bills until the 17th of January. Trustee Gutheil is okay with this, with the understanding a meeting can still be called if needed.
- d. Counsel asked the Mayor for more information on Insurance coverage for the Public Health Officer. Counsel asked about gross utility receipts tax for Boralex, Samantha Berg provided she sent the firm's position to counsel that they believe they do not have to pay the tax. Counsel provided he referenced the property maintenance code to the entity managing 156 Main St and they had no promise to proceed. Counsel further provided the heirs are now starting a State proceeding and will begin to do the best they can to remediate the property. TD Bank filed a foreclosure and there are three heirs who have not created an estate, leaving the ownership still in George Moss. This has caused the delay in remediation. The Heirs are now designating a fiduciary to proceed with remediating the process.

13. **Motion #122023-15** to enter Executive Session at 8:42PM to discuss PD new hires, Property Complaint, and PBA Contract. Trustee Carota motioned, Trustee Girard seconded. All in favor, motion passed.

14. **Motion #122023-16** to adjourn Executive Session and reopen the Public Session with no action taken at 9:18PM. Motioned by Trustee Carota, seconded by Trustee Girard. All in favor, motion passed.

15. **Motion #122023-17** to adjourn tonight's meeting at 9:18PM. Motioned by Trustee Carota, seconded by Trustee Girard. All in favor, motion passed.

Please note the Board Meeting for 1/3/2024 is canceled and the next meeting will be 1/17/2024

TO: Matthew Espey, Deputy Clerk Treasurer **FROM:** LoriAnn Shura, Account Manager
deputyclerktreasurer@sqfny.com ishura@generalcode.com

CLIENT: Village of South Glens Falls, NY **RE:** Supplement Estimate No. 51
(SO0117) Final Revision

Dear Matthew,

Thank you for the opportunity to provide a final revised estimate for your current supplementation project.

Source Files:

We have reviewed 7 pieces of legislation for an update to the Village Code.

For a detailed listing of the included legislation, refer to the Appendix at the end of this estimate.

Supplementation:

General Code will codify and supplement the legislation listed above which includes but is not limited to:

- Analysis of the new legislation and proper placement in the Code
- Removal of repealed or superseded provisions
- Updates to the Officials Page, Table of Contents, Disposition List, Appendixes, Index, Histories, Tables, Charts, and other items as necessary
- Review of statutory citations regarding the new legislation
- Any conflicts, inconsistencies, issues or questions identified at this point will be brought to the attention of the municipality for resolution prior to publication
- Insertion of cross reference and editor's notes, as appropriate
- Update to eCode360

Codification of Local Laws Pricing: (Electronic Only)

Between \$1,455.00 and \$1,760.00.

The final invoice will follow completion of the supplement.

- Any missing legislation received may result in additional costs.
- Any newly adopted legislation received after authorization for this supplement will be held until the next supplement, unless otherwise noted.

Replacement Code Book Pricing: (Select One)

_____ Twenty-Two (22) Imprinted binder with Code pages and customizable tabs, will cost \$3,065.

_____ Twenty-Two (22) Non-Imprinted binder with Code pages, and customizable tabs, will cost \$2,770.

****Replacement code book pricing includes shipping and handling.

****The replacement code book order will ship after the completion of Supplement No. 51.



Estimate

12/6/2023
Line#: 395428

Payment Terms:

Available upon request

Authorization:

To authorize the supplement as outlined above, please sign and return to ezsupp@generalcode.com.

This order is subject to General Code's Codification Terms and Conditions, which are available at <https://www.generalcode.com/terms-and-conditions-documents/>.

Signature: _____ Date: _____

If you have any questions, please feel free to contact me.

LoriAnn Shura, Account Manager
ishura@generalcode.com

Appendix

Legislation to be included in the code

Legislation Name	Adoption Date
Local Law No. 1-2021	10/21/2021
Local Law No. 1-2022	06/01/2022
Local Law No. 2-2022	06/01/2022
Local Law No. 3-2022	06/01/2022
Local Law No. 1-2023	03/15/2023
Local Law No. 3-2023	11/01/2023
Local Law No. 4-2023	11/01/2023

Legislative Update

1 message

OneGroup <onegroupconsulting@onegroup.com>

Fri, Jan 5, 2024 at 3:37 PM

Reply-To: onegroupconsulting@onegroup.com

To: clerktreasurer@sgfny.com



LEGISLATIVE UPDATE



New York State DOL Updates Effective January 1, 2024

*Important changes to minimum weekly salary threshold, minimum wage,
and hourly tip credit*

MINIMUM WEEKLY SALARY THRESHOLD INCREASES:

On Dec. 27, 2023, the New York State Department of Labor (NYSDOL) published a Notice of Adoption of its proposed regulations in the State Register, which means **the minimum weekly salary to qualify for the executive and administrative exemptions will officially increase effective Jan. 1, 2024**. The NYSDOL did not make any changes to its proposed regulations, so the following increases will occur:

For New York City, Nassau, Suffolk, and Westchester counties:

- 2024 – \$1,200.00/week (\$62,400.00 per year)
- 2025 – \$1,237.50/week (\$64,350.00 per year)
- 2026 – \$1,275.00/week (\$66,300.00 per year)

For the rest of New York:

- **2024 – \$1,124.20/week (\$58,458.40 per year)**
- 2025 – \$1,161.65/week (\$60,405.80 per year)
- 2026 – \$1,199.10/week (\$62,353.20 per year)

There is no minimum weekly salary under New York law to qualify for the professional exemption. However, with a few exceptions (such as for teachers, doctors, and lawyers), employers still must comply with the federal minimum weekly salary in order to classify employees as exempt under the [professional exemption](#). The federal minimum weekly salary is currently \$684, but the U.S. Department of Labor has issued [proposed regulations](#) to increase that amount.

As a reminder, the classification of exempt or non-exempt is particularly important for determining which employees are (1) exempt from the overtime laws, meaning that such employees are not eligible to receive overtime pay, and (2) exempt from certain wage payment laws under New York Labor Law Article 6.

HOURLY TIP CREDIT INCREASES:

The NYSDOL's final regulations also include the following increases to the hourly tip credits that employers in the hospitality industry may use for the compensation of food service workers and service employees effective Jan. 1, 2024:

- **Food service workers** – \$5.35 tip credit/\$10.65 minimum wage in downstate New York and \$5.00 tip credit/\$10.00 minimum wage in upstate New York; and
- **Service employees** – \$2.65 tip credit/\$13.35 minimum wage in downstate New York and \$2.50 tip credit/\$12.50 minimum wage in upstate New York.

The NYSDOL's final regulations also provide for increases to the hourly tip credits in the hospitality industry when the minimum wage increases in 2025 and 2026. In all regions of New York, the tip credit for food service workers will increase by \$0.15 per hour on Jan. 1, 2025, and Jan. 1, 2026, and the tip credit for service employees will increase by \$0.10 per hour on Jan. 1, 2025, and Jan. 1, 2026.

New York Minimum Wage Increases Effective January 1, 2024:

Also, as a [reminder](#) for employers, New York's minimum wage increased January 1, 2024 and will continue to increase over the next couple years to the following rates:

For New York City, Nassau, Suffolk, and Westchester counties:

- **2024 – \$16/hr**
- 2025 – \$16.50/hr
- 2026 – \$17/hr

For the rest of New York:

- **2024 – \$15/hr**
- 2025 – \$15.50/hr
- 2026 – \$16/hr

Notably, New York has a separate minimum wage for home care aides. Effective January 1, 2024, the minimum wage for home care aides increased to \$18.55 an hour in New York City, Nassau, Suffolk, and Westchester counties, and \$17.55 for the remainder of the state.

Employers should also make sure they have the most up-to-date wage notices posted at their workplace or job site.

Related Resources:

[NYS DOL Overtime FAQ's](#)

[NYS DOL Minimum Wage FAQ's](#)

[NYS Minimum Wage Proposed Regulatory Text October 2023](#)

[Minimum Wage | Department of Labor \(ny.gov\)](#)

[FLSA Compliance Assistance Toolkit](#)

Sources: [bsk.com](#), [natlawreview.com](#), [DOL.gov](#), [DOL.NY.gov](#)

Publish Date: January 2024

For support on this or other HR topics, please reach out to the OneGroup HR Consulting team at HRConsulting@OneGroup.com.

EMAIL US

This e-mail is a service to our clients and friends. It is designed only to give general information on the developments actually covered. It is not intended to be a comprehensive summary of recent developments in the law, treat exhaustively the subjects covered, provide legal advice, or render a legal opinion.

OneGroup | 800-268-1830 | OneGroup.com

OneGroup Center | [706 N. Clinton Street, Syracuse, NY 13204](#)

Unsubscribe clerktreasurer@sgfny.com

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QUOTES RECEIVED

Purchasing (Total Project)

Date: 01/16/24

State Contract No. _____

Quotes received for: Replacement Holiday Decorations - Candy Cane

Vendor

	Price
Mosca Designs	\$3033.12
Holiday Outdoor Decorations	\$2131.66
Display Sales	\$3147.00

Notes:

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.



Quote

355 Park Avenue
Youngsville, NC 27596
(800) 332-6798
www.moscadesign.com

Today's Date: 1/16/2024
Valid Through: 1/31/2024

Bill To:
Village of South Glens Falls
46 Saratoga Avenue
South Glens Falls, NY 12803

Ship To:
Same as Billing Address

Attn: Samantha Berg
518-793-1455 ext 101

Email: clerktreasurer@sgfny.com

Sales Tax Exemption #: On File

Ship Via				Ship Date	PO#	F.O.B	Terms
Best Available				ASAP		Origin	Net20
QTY	Size	Part#	Description	Unit Price	Discounted Price	Total	
6	4'x6'	P-181-G	Candy Cane (Double Frame) Pole Mount With C9 LED Lamps in Warm White With Garland	\$456.00	\$305.52	\$1,833.12	
				33% Discount Through 1/31/24			

Turnaround Time: Approximately 8 Weeks After Receipt of Signed Quote

Freight is Additional. Actual Freight Billed at Cost Upon Delivery.

Subtotal	\$1,833.12
Estimated Freight	tbd
Sales Tax	n/a
Grand Total	\$1,833.12

Quote Prepared By:
Nina Scherotter
Sales Representative
nina@moscadesign.com
804-724-9650

Purchaser:

Date:

By signing above, purchaser agrees to all terms and conditions, and authorizes Mosca Design, Inc. to place order accordingly.



Samantha Berg <clerktreasurer@sgfny.com> ·

Quotes-Shipping Estimates

1 message

Nina Scherotter <nina@moscadesign.com>
To: Samantha Berg <clerktreasurer@sgfny.com>

Tue, Jan 2, 2024 at 11:39 AM

Hi Samantha,

Happy New Year! Here are the quotes you requested. As for shipping I had our factory get a freight estimate and it's between \$150-\$200 per display for freight.

Please let me know if you need any additional info.

Thank you!
Nina

--



MoscaDesign.com



4870 Sadler Rd., Ste 300
Glen Allen, VA 23060

Nina Scherotter
Sales

☎ Cell:
(804) 724-9650

✉ Email:
nina@moscadesign.com



2024 Catalog



Banner Catalog

"We decorate America for the Holidays."

2 attachments

SouthGlensFalls24.pdf
116K

QUOTE



Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 1/16/2024
Expiration Date 2/29/2024
Quote Number 00016452

Prepared By Mike Desorbo
Phone (315) 883-8796
Email mdesorbo@holidayoutdoordecor.com

Bill to Phone (518) 793-1455
Email clerktreasurer@sgfny.com

Account Name Village of South Glens Falls
Bill To Name Amy Caswell *Samantha Berg*
Bill To 46 Saratoga Avenue
South Glens Falls, New York 12803
United States

Ship To 46 Saratoga Avenue
South Glens Falls, New York 12803
United States

Product Code	Product	Product Line Description	Line Item Description	Price	Quantity	Total Price
PM-SLB-DCC72-MC	Double Frame Candy Cane. Measures 4'x6'. With 23 C-9 Lamps. 22lbs. LED - Multicolor	Double Frame Candy Cane. Measures 4'x6'. With 23 C-9 Lamps. 22lbs. LED - Multicolor	Multicolor Red with Cool White	\$305.50	6.00	\$1,833.00
SHIPPING	SHIPPING			\$298.66	1.00	\$298.66

- Applicable Sales Tax will be added to Final Invoice
- All shipping is estimated at time of order. Actual shipping costs may vary.

Subtotal \$2,131.66
Total Price \$2,131.66
Grand Total \$2,131.66

Account Terms DUE UPON RECEIPT

- 15% Restocking fee on all returns
- No returns without proper authorization
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

- Please refer to our Terms and Conditions, [here](https://holidayoutdoordecor.com/terms-conditions/) or at <https://holidayoutdoordecor.com/terms-conditions/>



**6' Candy Cane Swirl Garland Pole
Mounted Decoration - SALE!** **\$2,622.00**
6-ft / Multi-Color

Subtotal	\$2,622.00
Shipping ⓘ	\$525.00
Total	USD \$3,147.00



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 2 2024 PM 1:24

MONTHLY POLICE REPORT FOR DECEMBER 2023

Calls/Services Total	323	
Investigations	1	
Alarms	5	
Funeral Escorts	2	
Personal Injury Accidents	2	
Property Damage Accidents	8	
Open Doors/Windows	1	
Business/House Checks	0	
Assist Other Agencies (Police/Fire/EMS)	11	
Traffic Tickets	34	
Parking Tickets	0	
DWI Arrests	0	
Penal Law Arrests		Violation 0
		Misdemeanor 6
		Felony 0
		Warrant Arrests 1
Traffic Details	9	
Larcenies Reported	7	
Criminal Mischiefs Reported	1	
Burglaries Reported	0	

Mileage 7G275	1888
Mileage 7G276	402
Mileage 7G277	005
Total	2295

Respectfully Submitted,

David J. Gifford
Chief of Police

Cc: Mayor, Trustees and Village Clerk



*South Glens Falls
Animal Control*

Ed Robbins

Phone: (518) 743-0148

OR

Village Police:

(518) 792-6336

SOUTH GLENS FALLS ANIMAL CONTROL

Report December 2023

7 calls on felines, 2 calls foxes, 1 call on a coyote (town), 2 deceased felines. Three calls on dogs, 2 on raccoons (unfound).

E. G. Robbins, ACO

December 30th, 2023

Have a Happy New Year 2024

DEC 28 2023 AM 11:23



DEPARTMENT OF PUBLIC WORKS
46 Saratoga Avenue

South Glens Falls, New York 12803-1210
Telephone (518) 792-4033
Fax (518) 792-0999


JAN 3 2024 AM 8:58

BOARD MEETING January 17, 2024

WATER/WASTE WATER TOTALS:

WATER: 12,872,000	WASTEWATER: 13,740,000
Avg. day: 415,000	Avg. day: 443,000
Max. day: 476,000 12/1	Max. day: 730,000 12/18
Min. day: 369,000 12/10	Min. day: 340,000 12/7
Town Water: 000	

- 1) Emergency Water Shut Offs: 12/1 9 Haviland Ave,
- 2) Emergency Sewer Calls: 12/5 11 John St, 12/5 5 Stewart Ave, 12/24 10 Hamilton St
- 3) 12/1- present Long duration flushing on Ferry Blvd.
- 4) 12/1-12/5 Catch basin inspections and cleaning.
- 5) 12/7-12/12 Village wide annual tree trimming.
- 6) 12/12 Disconnect 2" water service at 20-22 Main St for demolition.
- 7) 12/13-12/14 Firehouse repairs.
- 8) 12/14-12/15 Repair hydrant on Hudson St, hit and run.
- 9) 12/20 First Street Pump Station maintenance.
- 10) 12/21-12/22 Finalize yard waste pick up for the year.
- 11) 12/27 Begin X-Mass tree pick up.
- 12) 12/28 Pressure and Flow testing Hydrants on Ferry Blvd, Simone Ct, and Grand Blvd.
- 13) Snow and Ice management has begun.
- 14) 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) <input type="checkbox"/> Surface <input type="checkbox"/> Ground <input checked="" type="checkbox"/> Purchase with subsequent chlorination <input type="checkbox"/> Purchase w/out subsequent chlorination
Village of South Glens Falls	December-23		
Public Water Supply ID#	County	Town, Village, or City	
4500170	Saratoga	Village of South Glens Falls	
Treatment Plant(s) Identification #1	Beach Road WTP		

Date	Treated water volume (1,000 gallons/day)	Chlorination										PH	Water Temp.	Phosphat e
		Gas Cl ₂		Free Chlorine Residual at Entry Point (mg/l)										
		Cylinder weight remaining (lbs.)	Chlorine used per day (lbs.)	0000	0400	0800	1200	1600	2000	Max.	SU			
1	475.7	149.4	113.2		1.10	1.19	1.35	1.19	1.10	1.21	1.35	7.25	10.2	0.84
2	379.4	149.8	108.8	4.4	1.26	1.33	1.41	1.42	1.33	1.32	1.42	7.19	10.6	0.75
3	414.4	150.0	104.2	4.6	1.26	1.27	1.41	1.47	1.33	1.23	1.47	7.14	10.7	0.87
4	437.2	150.0	99.4	4.8	1.24	1.31	1.36	1.30	1.25	1.23	1.36	7.12	10.7	0.74
5	378.4	149.6	94.0	5.8	1.26	1.26	1.40	1.36	1.34	1.23	1.40	7.1	10.7	0.85
6	468.8	149.2	88.0	6.4	1.18	1.19	1.38	1.34	1.20	1.08	1.38	7.12	10.5	0.78
7	471.8	150.4	82.0	6.0	1.17	1.25	1.34	1.33	0.99	1.12	1.34	7.2	10.8	0.42
8	396.8	150.6	77.2	4.8	1.21	1.24	1.40	1.45	1.36	1.31	1.45	7.22	10.6	0.88
9	429.9	151.0	72.4	4.8	1.25	1.27	1.40	1.42	1.17	1.22	1.42	7.21	10.8	0.87
10	368.8	151.6	68.4	4.0	1.27	1.32	1.38	1.44	1.29	1.27	1.44	7.17	11	0.89
11	398.2	151.6	63.6	4.8	1.22	1.24	1.40	1.36	1.30	1.25	1.40	7.19	11.1	0.74
12	415.1	151.4	58.4	5.4	1.24	1.27	1.34	1.25	1.36	1.29	1.36	7.2	10.9	0.73
13	423.5	151.0	52.8	6.0	1.27	1.29	1.38	1.33	1.27	1.27	1.38	7.21	10.8	0.89
14	404.6	150.6	47.6	5.6	1.27	1.30	1.40	1.37	1.34	1.33	1.40	7.23	10.7	0.89
15	415.2	151.2	43.0	4.6	1.30	1.29	1.50	1.37	1.31	1.12	1.50	7.28	10.9	0.66
16	390.3	151.4	38.0	5.0	1.16	1.21	1.32	1.39	1.31	1.29	1.39	7.26	11.1	0.77
17	411.4	151.4	32.8	5.2	1.28	1.31	1.41	1.46	1.32	1.28	1.46	7.26	11.1	0.74
18	429.2	152.0	28.2	4.6	1.27	1.26	1.36	1.29	1.14	1.14	1.36	7.25	11.3	0.72
19	432.0	151.6	23.0	5.6	1.14	1.18	1.29	1.29	1.16	1.17	1.29	7.19	11.4	0.76
20	437.1	151.2	17.2	6.2	1.20	1.21	1.33	1.31	1.26	1.26	1.33	7.22	11.2	0.72
21	388.1	150.6	11.8	6.0	1.25	1.26	1.43	1.36	1.33	1.30	1.43	7.24	11.1	0.87
22	437.4	150.2	5.8	6.4	1.29	1.30	1.44	1.43	1.22	1.25	1.44	7.28	10.8	0.58
23	413.1	150.0	2.0	4.0	1.28	1.24	1.32	1.42	1.33	1.28	1.42	7.32	10.7	0.7
24	403.3	146.2	150.8	3.8	1.31	1.31	1.34	1.35	1.24	1.24	1.35	7.32	10.8	0.74
25	373.7	142.0	151.0	4.2	1.26	1.31	1.42	1.46	1.31	1.29	1.46	7.26	11	0.88
26	432.3	137.6	151.2	4.4	1.32	1.36	1.42	1.39	1.28	1.20	1.42	7.24	11.2	0.88
27	411.2	133.1	151.2	4.6	1.23	1.22	1.39	1.34	1.25	1.24	1.39	7.24	11.3	0.89
28	423.6	128.4	151.2	4.7	1.23	1.23	1.38	1.24	1.18	1.20	1.38	7.21	11.8	0.67
29	435.8	123.9	151.2	4.5	1.23	1.26	1.39	1.33	1.22	1.17	1.33	7.22	11.8	0.74
30	392.7	119.2	151.2	4.7	1.13	1.20	1.33	1.40	1.23	1.22	1.40	7.19	11.9	0.78
31	382.8	113.8	151.2	5.4	1.24	1.25	1.39	1.42	1.23	1.20	1.42	7.21	11.7	0.7
Total	12,872		151.191888									223.74	341.2	21.38
AVG.	415		5.0397296									7.21742	11.0065	0.68968
MAX	476		6.42411									7.32	11.9	0.79
MIN.	369		3.7626									7.1	10.2	0.42

Reported by: Alan Dubois Jr Title: Operator in Charge NYS DOH Operator Number: NY0041732

Signature:  Date: 1/2/24 Operator Grade Lev: IIA,IIB,C,D

South Glens Falls Sewer Totals 2023

Friday, December 01, 2023	AD	380	X 1000 Gallons
Saturday, December 02, 2023	AD	360	X 1000 Gallons
Sunday, December 03, 2023	AD	450	X 1000 Gallons
Monday, December 04, 2023	AD	400	X 1000 Gallons
Tuesday, December 05, 2023	AD	380	X 1000 Gallons
Wednesday, December 06, 2023	AD	400	X 1000 Gallons
Thursday, December 07, 2023	AD	340	X 1000 Gallons
Friday, December 08, 2023	AD	360	X 1000 Gallons
Saturday, December 09, 2023	AD	370	X 1000 Gallons
Sunday, December 10, 2023	AD	500	X 1000 Gallons
Monday, December 11, 2023	AD	480	X 1000 Gallons
Tuesday, December 12, 2023	AD	480	X 1000 Gallons
Wednesday, December 13, 2023	AD	470	X 1000 Gallons
Thursday, December 14, 2023	AD	400	X 1000 Gallons
Friday, December 15, 2023	AD	430	X 1000 Gallons
Saturday, December 16, 2023	AD	390	X 1000 Gallons
Sunday, December 17, 2023	AD	480	X 1000 Gallons
Monday, December 18, 2023	AD	730	X 1000 Gallons
Tuesday, December 19, 2023	AD	620	X 1000 Gallons
Wednesday, December 20, 2023	AD	580	X 1000 Gallons
Thursday, December 21, 2023	AD	480	X 1000 Gallons
Friday, December 22, 2023	AD	510	X 1000 Gallons
Saturday, December 23, 2023	AD	430	X 1000 Gallons
Sunday, December 24, 2023	AD	350	X 1000 Gallons
Monday, December 25, 2023	AD	500	X 1000 Gallons
Tuesday, December 26, 2023	AD	420	X 1000 Gallons
Wednesday, December 27, 2023	AD	480	X 1000 Gallons
Thursday, December 28, 2023	AD	350	X 1000 Gallons
Friday, December 29, 2023	AD	450	X 1000 Gallons
Saturday, December 30, 2023	AD	410	X 1000 Gallons
Sunday, December 31, 2023	AD	360	X 1000 Gallons
			X 1000 Gallons
	TOTAL:	13740	X 1000 Gallons
	TOTAL:	13740000	
	AVERAGE:	443.2258065	
	MIN:	340	
	MAX:	730	

Daily Sewer Totals for 2023

	January	February	March	April	May	June	July	August	September	October	November	December
1	365	380	340	480	480	280	270	290	330	320	330	380
2	410	330	310	490	450	310	280	280	330	270	290	360
3	380	360	360	450	600	280	320	310	320	290	310	450
4	390	360	300	430	500	345	260	375	340	300	310	400
5	360	410	375	450	610	300	300	285	330	250	320	380
6	410	350	435	370	490	285	280	395	350	300	310	400
7	390	350	380	430	400	305	310	370	280	380	260	340
8	430	340	370	400	450	260	290	350	310	340	330	360
9	360	340	330	400	400	310	360	340	300	340	290	370
10	350	370	380	390	400	270	380	450	360	300	320	500
11	360	360	350	350	400	320	350	340	340	330	320	480
12	395	370	410	410	380	310	340	350	350	275	320	480
13	535	390	390	340	370	310	360	320	330	300	320	470
14	510	335	510	400	340	300	350	360	310	300	330	400
15	530	345	600	300	340	270	345	350	340	315	325	430
16	480	310	520	400	340	290	375	340	310	300	275	390
17	430	335	550	370	330	290	320	330	350	290	320	480
18	410	360	550	350	370	300	300	400	320	290	320	730
19	360	325	620	360	330	300	330	350	330	260	340	620
20	400	370	490	360	650	280	300	380	340	310	300	580
21	420	330	510	360	280	300	320	340	280	390	320	480
22	410	310	480	340	320	250	300	340	320	360	340	510
23	360	290	710	450	300	270	320	340	310	340	380	430
24	370	630	310	410	380	300	310	310	340	320	330	350
25	380	320	520	420	290	300	290	340	310	320	350	500
26	380	360	550	390	310	300	300	380	310	280	420	420
27	400	330	500	340	290	270	280	350	310	310	520	480
28	410	310	470	370	260	280	310	360	280	300	310	350
29	440		530	370	320	280	320	350	300	340	370	450
30	360		410	480	300	320	310	370	290	340	360	410
31	370		450		310		300	330	330	300		360
	12,555,000	9,970,000	14,010,000	11,860,000	11,990,000	8,785,000	9,780,000	10,775,000	9,620,000	9,660,000	9,940,000	13,740,000
							Yearly Total					
								132,685,000				



SARATOGA COUNTY NEW YORK

HAZARD MITIGATION PLAN UPDATE PUBLIC NOTICE

In coordination with Saratoga County, the Cities of: Mechanicville, Saratoga Springs, Towns of: Ballston, Charlton, Clifton Park, Corinth, Day, Edinburg, Galway, Greenfield, Hadley, Halfmoon, Malta, Milton, Moreau, Northumberland, Providence, Saratoga, Stillwater, Waterford, Wilton, and Villages of: Ballston Spa, Corinth, Galway, Round Lake, Schuylerville, Stillwater, South Glens Falls, Victory, and Waterford, are updating the Saratoga County Hazard Mitigation Plan. The Plan Update will address hazards that affect the area. The goal of the Plan Update is to minimize or eliminate the long-term risk to human life and property from known hazards through effective mitigation.

Saratoga County will hold public meetings to gather public input for updating their Hazard Mitigation Plan. The purpose of the public meeting is to provide a project overview from H2O Partners, Inc., consultant to the project, and solicit information from citizens. Public input will help the project team to analyze potential hazards affecting residents and recommend possible actions to reduce their impact.



QUESTIONS? CONTACT:

Stevie Ann Hodgson-O'Donnell

Mitigation Outreach Specialist
(631) 921-2460

shodgson@h2opartnersusa.com

Michael Stanley

Emergency Services Specialist
(518) 885-2232

mstanley@saratogacountyny.gov



GET INVOLVED TAKE THE SURVEY



[http://tinyurl.com/
SaratogaHMAP](http://tinyurl.com/SaratogaHMAP)

ATTEND A PUBLIC MEETING

January 22nd @ 4PM

OR

April 4th @ 4PM

OR

July 16th @ 4PM

Each meeting will be
held in person at:

**6012 County Farm
Road, Ballston Spa,
NY 12020**

**RESOLUTION AUTHORIZING STANDARDIZATION OF CERTAIN STREET
LIGHTING FIXTURES AND ACCESSORIES FOR INSTALLATION AT THE
COOPER'S CAVE BRIDGE**

WHEREAS, New York State General Municipal Law § 103(5) provides for municipalities, by a vote of at least 3/5ths of all of the members of its governing body, to standardize particular types or kinds of equipment, material, supplies or services in its purchase contracts; and

WHEREAS, the Village of South Glens Falls has determined that its street lighting fixtures currently installed along the Cooper's Cave Bridge are in need of replacement; and

WHEREAS, the City of Glens Falls has recently replaced the street lighting fixtures along its half of the Cooper's Cave Bridge; and

WHEREAS, the Superintendent of the Village's Public Works Department has recommended that standardization of certain street lighting fixtures and accessories would be in the best interest of the Village of South Glens Falls for reasons of aesthetics, efficiency and economy; and

WHEREAS, due to the importance of maintaining the visual aesthetics along the main entrance to the Village by purchasing and installing the identical street lighting that has been previously installed on the northerly half of the Cooper's Cave Bridge by the City of Glens Falls, it would be more practical to purchase street lighting and accessories from one manufacturer than from different manufacturers who do not sell the identical lighting fixtures; and

WHEREAS, the Village Board believes that for the above reason, it should authorize the standardization of such lighting fixtures and accessories.

NOW, THEREFORE, BE IT RESOLVED, in accordance with General Municipal Law §103(5), and, for the reasons set forth in the above preambles, the Village Board of South Glens Falls hereby authorizes standardization of the following lighting fixtures and accessories in its future purchase contracts to replace the lighting fixtures along the Cooper's Cave Bridge:

Urban Renaissance lighting fixtures and accessories manufactured by King Luminaire Company, Inc. of Jefferson, Ohio.

Motion: _____

Second: _____

Roll Call:

Mayor Bodkin	_____
Trustee Carota	_____
Trustee Orlow	_____
Trustee Gerard	_____
Trustee Guthiel	_____

I hereby certify that this Resolution was duly adopted by the Village of South Glens Falls at a regular meeting of the Village Board conducted on January 17, 2024.

BY: _____
SAMANTHA BERG, Clerk
Village of South Glens Falls

Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed proposals are sought and requested for furnishing all street lighting fixtures and accessories for the replacement of all lighting fixtures currently along the Cooper's Cave Bridge, according to specifications annexed hereto.

The sealed proposals will be received by the Village Board at its offices in the Village of South Glens Falls, Village Hall, Saratoga County, New York on _____, 2024 at 6:00 in the afternoon of that day, and will be considered publicly at such time and place.

Proposals shall be made and received upon the following conditions:

- Each proposal must be accompanied by the deposit of a certified check payable to the order of the Village of South Glens Falls in the sum of Five Thousand dollars (\$5,000.00), on the condition that if the proposal is accepted, the successful bidder will enter into a contract for the sale of said street lighting fixtures and accessories within seven (7) days from the date of the acceptance of the proposal. All deposits, except that of a successful bidder, will be returned.

Upon acceptance of the bid, if the successful bidder fails to enter into a contract pursuant to the requirements of the Village Board, then the deposit check shall be forfeited to the Village of South Glens Falls as liquidated damages.

DATED: February _____, 2024.

VILLAGE BOARD OF SOUTH GLENS FALLS

BY: _____
SAMANTHA BERG, Clerk
Village of South Glens Falls