



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

Public Meeting 7:00 PM
February 21, 2024
MAYOR NICHOLAS BODKIN PRESIDING

Agenda

Public Forum

1. Grant Projects Update
 - a. Carbon Filtration
 - i. Contingency Request - Spring Electric
 - b. GIGP
 - i. Disbursement Request #4
 1. Delaware Engineering - \$6,635.00
 2. VSGF - \$1,177.32
 - ii. Approved Materials for subcontractor distribution
2. Transfers
 - a.

A 3120.100	A 3120.103	\$20,000.00	Part Time Payroll
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 - i. To cover through EOY
3. Motion to Approve the Bills and Payroll as Audited
 - a. General - \$7,674.10
 - b. Water - \$2,713.47
 - c. Sewer - \$122.44
 - d. Payroll
 - i. 02/07/24 - \$22,117.14
 - ii. 02/14/24 - \$42,998.84 (incl. retro)
4. Minutes 02/07/2024
5. Authorize Mayor to sign updated Engagement Letter for Napoli Skolnik
6. Fire Truck Repair
7. PD New Hire
8. SHMD Proclamation
9. Paid Family Leave
10. Public Health Officer Discussion



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South Glens Falls, New York 12803-1210
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11. NYCOM letter to the governor for funding
12. Discussion - Moratorium per attorneys inquiry re. Saratoga Biochar
13. Ferry Blvd Infrastructure/Water Quality
14. Exempt Salary Employee Discussion
15. Old Business
 - a. Bridge Lighting
 - b. Meeting Schedule with CPAs 03/06/24, 6:00pm
16. New Business
17. Trustee Reports
18. Mayor's Report
19. Executive Session: Fire Company Contract Negotiations, PD New Hire

More info:



Village of South Glens Falls
46 Saratoga Ave, South Glens Falls
(518) 793-1455

Date: _____ ID: _____

Water Meter Upgrade/Replacement Project

Dear Resident,

The Village of South Glens Falls, in collaboration with Ferguson Waterworks and Saks Metering, is initiating a crucial water meter replacement/installation project in your community.

Saks authorized installers, identified with photo ID, car signs, and uniforms, ensuring a professional and secure process.

Saks technicians require access to your property to install/upgrade the water meter.

To schedule appointment:

- Call Saks Metering at 877-583-7257
- Email info@saksmetering.com
- Visit saksmetering.com and click "Schedule Appointment"



We aim to accommodate your schedule. If you have questions or concerns, please contact Saks Metering at 877-583-7257 or the SGF Department of Public Works at 518-792-4033.

There is no charge for this service.

Thank you for your cooperation!



Contractor for:



PROOF



(877) 583-7257



Contractor for
Village of South Glens Falls
518-792-4033



&



contractors for



Subject: Mandatory Water Meter Replacement/Installation Project in Your Area

Dear Water Customer

The Village of South Glens Falls, in collaboration with Ferguson Waterworks and Saks Metering, is initiating a crucial water meter replacement/installation project in your community. Our authorized installers from Saks Metering will be conducting this project, equipped with photo identification, prominently displayed car signs, and company uniforms, ensuring a professional and secure process.

The replacement/installation of water meters for residential accounts is expected to take approximately 45 minutes up to 2 hours, necessitating a temporary water disruption. For commercial accounts, the timeframe may vary depending on the size of the meter.

The Village of South Glens Falls is requesting that an appointment to exchange/install your current water meter be scheduled within 7 days from the receipt of this letter. Failure to schedule an appointment within 7 days of this letter may result in estimated water bills.

To schedule your appointment, please reach out to Saks using the following convenient options:

1. Visit our website at www.SaksMetering.com and click on "Schedule Appointment."
2. Email us at info@saksmetering.com.
3. Call our office at 877-583-7257 to schedule your appointment over the phone (Monday-Friday 8am-6pm, Saturday 8 am-4pm).

This replacement/installation of the water meter will be performed at no cost to you. Please be advised that the right to access your property for the purpose of replacing, repairing, installing, or inspecting your water meter is a condition for providing water service to any property.

Appointments are available Monday-Friday between 8 am-12 pm and 12 pm-4 pm. Given that water meters are typically located within residences or buildings, it is essential to coordinate an appointment with Saks Metering. Please note that appointments must be scheduled directly with Saks, not through the Village.

For additional information about this metering program, please visit The Village of South Glens Falls httpsgfny.com/gigp-water-meter-project/

Should you have any questions or concerns regarding this project, please do not hesitate to contact Saks Metering at 877-583-7257 or the Village of South Glens Falls at 518-792-4033.

We thank you in advance for your cooperation!

www.SaksMetering.com

263 Horton Hwy, Mineola, NY 11378 | Tel 718-406-9360 | Fax 718-406-9361

Saks Metering (DBA Saks Utility Solutions LLC)
877-583-7257

www.SaksMetering.com

263 Horton Hwy, Mineola, NY 11378 | Tel 718-406-9360 | Fax 718-406-9361

GRANT DISBURSEMENT REQUEST FORM

Village of South Glens Falls

PROJECT NO.: C5-7505-02-00

GIGP APPLICATION NO.: 1872

REQUEST NO.: 4

Dated as of the 14 day of February, 2024

I, the undersigned and Authorized Person of the Village of South Glens Falls (the "Recipient"), hereby certify and agree as follows:

1. All representations and warranties of the Recipient as set forth in Article II of the Grant Agreement (the "Grant Agreement") dated as of December 29, 2022 between the New York State Environmental Facilities Corporation (the "Corporation") and the Recipient are still valid and effective as of today's date.

2. This request is being delivered pursuant to the Grant Agreement. All capitalized terms used but not defined herein shall have the respective meanings set forth in the Grant Agreement.

3. The Corporation is hereby requested to make a disbursement under the Grant Agreement in the amount of \$ 7,812.32 for Project Costs.

4. The above Project Costs have not been paid with the proceeds of any Third-Party Funding, except as specifically described here: _____.

5. The Recipient has determined that such Project Costs are reasonable, necessary, and allocable to the Project under generally accepted governmental accounting standards. Monies requested for disbursement herein reflect actual costs for materials and services that are to be used for the sole purpose of completing the approved Project stated above and none of these monies are to be expended, in part or in full, for any other purpose.

6. This disbursement, if made, together with all prior disbursements, will not exceed the Grant Award. Payments aggregating \$ 1,000,000.00 that have been incurred by the Recipient for Project Costs which, based upon information provided me by the Recipient's engineer for this project, constitute an "eligible project" under the NYSEFC Act as shown on the Cost Summary attached hereto.

7. The Recipient hereby represents and warrants that it is not in default under the Grant Agreement, that no event has occurred which, with the passage of time or the giving of notice or both, would become a default thereunder, that it has performed all of the covenants and agreements that it is required to perform under the Grant Agreement, that the making of the payment requested has been duly authorized by the Recipient, and that no change in circumstances has occurred, or will occur upon the making of the payment hereby requested, which would constitute a breach or a default under the Grant Agreement.

8. Based upon information provided by the Recipient's engineer for the Project, as applicable, all amounts requested hereunder are for eligible Project Costs which have not been included in any previous disbursement of Grant proceeds..

9. (If applicable): A description of any and all In-Kind Services to be used in connection with the Project is attached hereto.

10. (If requesting payment for costs of construction):

(a) As of the date hereof, the Recipient holds, and will retain, a legal and valid fee simple title or other estate or interest in the site(s) of the Project, including all necessary easements and/or rights-of-way, as are or will be necessary for the Recipient's continued undisturbed use and possession of the site(s) of the Project during the construction, operation and maintenance of the Project.

(b) The Recipient has obtained all licenses, permits or other approvals required as of the date hereof to undertake the Project.

(c) The payment requested does not include any costs of construction (other than costs of planning and design) associated with plans and specifications which have not been accepted by the Agency or the Corporation.

(d) The Recipient has complied with all applicable public bidding requirements in connection with the Project including, but not limited to, the requirements of General Municipal Law Section 101.

11. (If requesting payment for costs associated with professional services agreement):

The payment requested does not include any costs incurred pursuant to any professional services agreements which have not been furnished to the Corporation.

12. (If requesting payment for costs for engineering services associated with inspection and services during construction): The payment requested does not include any costs incurred pursuant to any professional services agreement pertaining to inspection and engineering services during construction of the Project which has not been reviewed and so accepted by the Corporation.

13. (If requesting payment for costs associated with technical force account work): The payment requested does not include any costs of construction (other than costs of planning and design) associated with the technical force account proposal which has not been approved by the Corporation.

14. (If requesting payment for costs for equipment): The payment requested does not include any costs for equipment which have not been accepted and approved by the Agency or the Corporation.

15. The Recipient is in compliance with all minority- and women-owned business enterprise ("MWBE") and equal employment opportunity ("EEO") requirements applicable to the amount requested; specifically, the Recipient has provided the Corporation with a Utilization Plan or documentation of good faith efforts for MWBE participation for the amount requested, an EEO policy statement, and an EEO staffing plan, as applicable, which has been approved by the Corporation.

Date: _____

VILLAGE OF SOUTH GLENS FALLS

By: _____

Name (Please Print): _____

Title: _____

Green Innovation Grant Program

Cost Summary Form

Applicant Name: Village of South Glens Falls

GIGP No. 1872

Project Name: Water Meter Upgrade

SRF Project No. 7505-02-00

(Not to be received before 11/18/2023)

Request No. 4

Description of Costs	Costs as of 11/16/2023			Costs Requested
	Approved Contract Amount	Net Requested Amount	Contract Available	
Engineering				
Delaware Engineering. D.P.C.	\$123,400.00	\$39,135.00	\$84,265.00	\$6,635.00
Administrative Force Account				
Village Of South Glens Falls	\$1,739.65	\$142.70	\$1,596.95	\$1,177.32
Technical Force Account				
Village Of South Glens Falls	\$88,002.00		\$88,002.00	

Total Requested: \$7,812.32

Summary of Cost (For EFC Use Only)

	Prev. Request # 3		Cumulative	
Total Costs Requested:	\$6,595.00			
Total Deductions:	\$0.00			
Net Costs Requested:	\$6,595.00		\$39,277.70	
Less Local Match:	\$1,648.75		\$9,819.42	
Net Eligible (75% of Costs)	\$4,946.25		\$29,458.28	
Less 5% Retainage:	\$247.32		\$1,472.95	
Plus Retainage Released:	\$0.00		\$0.00	
Disbursement Amount:	\$4,698.93		\$27,985.33	

GIGP Award Amount: \$1,000,000.00

GIGP Award Available: \$970,541.72

Comments:



Delaware Engineering, D.P.C.

28 Madison Ave. Ext.

Albany, NY 12203

(518) 452-1290

Village of South Glens Falls
Mayor Nick Bodkin
46 Saratoga Ave.
South Glens Falls, NY 12803

Invoice number 21-2300-22
Date 10/20/2023

Project 21-2300 Village of South Glens Falls Water
Meter Project

For Services Rendered Through October 01, 2023

TASK 100 PROFESSIONAL SERVICES

	Hours	Rate	Billed Amount
Anthony Mantas	2.00	145.00	290.00
Karla Nunamann	1.00	90.00	90.00
Phase subtotal	3.00		380.00
subtotal	3.00		380.00
Invoice total			380.00

Invoice Summary

Description	Contract Amount	Remaining	Percent Complete	Prior Billed	Current Billed
TASK 100 PROFESSIONAL SERVICES	123,400.00	81,925.00	33.61	41,095.00	380.00
Total	123,400.00	81,925.00	33.61	41,095.00	380.00

Approved by:

Robert Flores

Please remit payment to:
Delaware Engineering, D.P.C.
28 Madison Ave. Ext.
Albany, NY 12203



Delaware Engineering, D.P.C.

28 Madison Ave. Ext.

Albany, NY 12203

(518) 452-1290

Village of South Glens Falls

Project 21-2300 Village of South Glens Falls Water Meter Project

Invoice number 21-2300-22

Date 10/20/2023

Anthony Mantas

Timesheet Date: 10/01/2023

Project	Phase	Activity	Employee Type	Mon-25	Tue-26	Wed-27	Thu-28	Fri-29	Sat-30	Sun-01	Total
Village of South Glens Falls Water Meter Project	GIGP Project Engineering Services	Project Time	Engineer II	2.00							2.00
Regular total				2.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
Timesheet total				2.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00

Karla Nunamann

Timesheet Date: 10/01/2023

Project	Phase	Activity	Employee Type	Mon-25	Tue-26	Wed-27	Thu-28	Fri-29	Sat-30	Sun-01	Total
Village of South Glens Falls Water Meter Project	GIGP Project Engineering Services	Project Time	Technical Typist					1.00			1.00
Regular total				0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00
Timesheet total				0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00



Delaware Engineering, D.P.C.

28 Madison Ave. Ext.

Albany, NY 12203

(518) 452-1290

Village of South Glens Falls
Mayor Nick Bodkin
46 Saratoga Ave.
South Glens Falls, NY 12803

Invoice number 21-2300-23

Date 01/25/2024

Project 21-2300 Village of South Glens Falls Water
Meter Project

For Services Rendered Through December 31, 2023

TASK 100 PROFESSIONAL SERVICES

	Hours	Rate	Billed Amount
Anthony Mantas	28.00	145.00	4,060.00
Karla Nunamann	2.00	90.00	180.00
Phase subtotal	30.00		4,240.00
subtotal	30.00		4,240.00
Invoice total			4,240.00

Invoice Summary

Description	Contract Amount	Remaining	Percent Complete	Prior Billed	Current Billed
TASK 100 PROFESSIONAL SERVICES	123,400.00	77,685.00	37.05	41,475.00	4,240.00
Total	123,400.00	77,685.00	37.05	41,475.00	4,240.00

Approved by:

Robert Flores

Please remit payment to:
Delaware Engineering, D.P.C.
28 Madison Ave. Ext.
Albany, NY 12203



Delaware Engineering, D.P.C.

28 Madison Ave. Ext.

Albany, NY 12203

(518) 452-1290

Village of South Glens Falls

Project 21-2300 Village of South Glens Falls Water Meter Project

Invoice number 21-2300-23

Date 01/25/2024

Anthony Mantas

Timesheet Date: 12/31/2023

Project	Phase	Activity	Employee Type	Mon-25	Tue-26	Wed-27	Thu-28	Fri-29	Sat-30	Sun-31	Total
Village of South Glens Falls Water Meter Project	GIGP Project Engineering Services	Project Time	Engineer II				8.00				8.00
Regular total				0.00	0.00	0.00	8.00	0.00	0.00	0.00	8.00
Timesheet total				0.00	0.00	0.00	8.00	0.00	0.00	0.00	8.00

Timesheet Date: 12/24/2023

Project	Phase	Activity	Employee Type	Mon-18	Tue-19	Wed-20	Thu-21	Fri-22	Sat-23	Sun-24	Total
Village of South Glens Falls Water Meter Project	GIGP Project Engineering Services	Project Time	Engineer II		8.00						8.00
Regular total				0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00
Timesheet total				0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00

Timesheet Date: 12/17/2023

Project	Phase	Activity	Employee Type	Mon-11	Tue-12	Wed-13	Thu-14	Fri-15	Sat-16	Sun-17	Total
Village of South Glens Falls Water Meter Project	GIGP Project Engineering Services	Project Time	Engineer II	8.00							8.00
Regular total				8.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00
Timesheet total				8.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00

Timesheet Date: 12/10/2023

Project	Phase	Activity	Employee Type	Mon-04	Tue-05	Wed-06	Thu-07	Fri-08	Sat-09	Sun-10	Total
Village of South Glens Falls Water Meter Project	GIGP Project Engineering Services	Project Time	Engineer II	4.00							4.00
Regular total				4.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
Timesheet total				4.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00

Karla Nunamann

Timesheet Date: 11/05/2023

Project	Phase	Activity	Employee Type	Mon-30	Tue-31	Wed-01	Thu-02	Fri-03	Sat-04	Sun-05	Total
Village of South Glens Falls Water Meter Project	GIGP Project Engineering Services	Project Time	Technical Typist		1.00						1.00
Regular total				0.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00
Timesheet total				0.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00

Timesheet Date: 10/22/2023

Project	Phase	Activity	Employee Type	Mon-16	Tue-17	Wed-18	Thu-19	Fri-20	Sat-21	Sun-22	Total
Village of South Glens Falls Water Meter Project	GIGP Project Engineering Services	Project Time	Technical Typist	1.00							1.00
Regular total				1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
Timesheet total				1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00



Delaware Engineering, D.P.C.

28 Madison Ave. Ext.

Albany, NY 12203

(518) 452-1290

Village of South Glens Falls
Mayor Nick Bodkin
46 Saratoga Ave.
South Glens Falls, NY 12803

Invoice number 21-2300-24
Date 02/12/2024

Project 21-2300 Village of South Glens Falls Water
Meter Project

For Services Rendered Through February 04, 2024

TASK 100 PROFESSIONAL SERVICES

	Hours	Rate	Billed Amount
Anthony Mantas	13.00	155.00	2,015.00
Phase subtotal	13.00		2,015.00
subtotal	13.00		2,015.00
Invoice total			2,015.00

Invoice Summary

Description	Contract Amount	Remaining	Percent Complete	Prior Billed	Current Billed
TASK 100 PROFESSIONAL SERVICES	123,400.00	75,670.00	38.68	45,715.00	2,015.00
Total	123,400.00	75,670.00	38.68	45,715.00	2,015.00

Approved by:

Robert Flores

Please remit payment to:
Delaware Engineering, D.P.C.
28 Madison Ave. Ext.
Albany, NY 12203



Delaware Engineering, D.P.C.

28 Madison Ave. Ext.

Albany, NY 12203

(518) 452-1290

Village of South Glens Falls

Project 21-2300 Village of South Glens Falls Water Meter Project

Invoice number 21-2300-24

Date 02/12/2024

Anthony Mantas

Timesheet Date: 01/21/2024

Project	Phase	Activity	Employee Type	Mon-15	Tue-16	Wed-17	Thu-18	Fri-19	Sat-20	Sun-21	Total
Village of South Glens Falls Water Meter Project	GIGP Project Engineering Services	Project Time	Engineer II	8.00							8.00
Regular total				8.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00
Timesheet total				8.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00

Timesheet Date: 01/07/2024

Project	Phase	Activity	Employee Type	Mon-01	Tue-02	Wed-03	Thu-04	Fri-05	Sat-06	Sun-07	Total
Village of South Glens Falls Water Meter Project	GIGP Project Engineering Services	Project Time	Engineer II		4.00			1.00			5.00
Regular total				0.00	4.00	0.00	0.00	1.00	0.00	0.00	5.00
Timesheet total				0.00	4.00	0.00	0.00	1.00	0.00	0.00	5.00

M&M Digital Printing LLC
726 Upper Glen Street
Queensbury, NY 12804
+1 5184094113
matt@mandmdigitalprinting.com



JAN 25 2024 AM 9:23

INVOICE

BILL TO

Village of South Glens Falls
46 Saratoga Ave.
South Glens Falls, New York
12803

SHIP TO

Village of South Glens Falls
46 Saratoga Ave.
South Glens Falls, New York
12803

INVOICE # 22689

DATE 01/23/2024

DUE DATE 02/07/2024

TERMS Net 15

SHIP DATE

01/25/2024

ACTIVITY	QTY	RATE	AMOUNT
#10 Regular Envelope prints 1/0 standard #10 envelope (Envelope proof Indicia)	1,300	0.1230491	159.96
mailing (Water System Improvements) Apply labels, fold, stuff, seal, postage & mailing fees (Standard pre-sort)	1,256	0.81	1,017.36

Thank you for your business
Support Local Business

SUBTOTAL	1,177.32
TAX	0.00
TOTAL	1,177.32
BALANCE DUE	\$1,177.32

From time to time, authorized credit card payments are rejected by your financial institution because we have to manually enter in your credit card info. We will contact you when this occurs and apologize for the inconvenience.



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



93 Blue Factory Road

Averill Park, NY 12018

(518)369-3426

(518)410-6182

February 15, 2024

To: Village of South Glens Falls

Re: WTP Upgrades Re-Bid Electrical Contract

Spring Electric, Inc. is formally requesting reimbursement for additional costs due to delays in the above project. The required "Owners and Contractors Protective" policy is a required policy per the contract documents and is to be declared for the length of the contract. The initial policy begins on the date of the contract and renews yearly until final completion. Spring Electric, Inc. has extended this policy once in February 2023, with anticipated completion within four months of that date. The project was halted for six months without any formal notification, thus negating any anticipated refund on said policy. We are now awaiting yet another renewal of the OCP policy that will incur additional costs not anticipated or controlled by Spring Electric, Inc.


Spring Electric, Inc. is seeking reimbursement for half of the additional policy cost (\$955.00).

Spring Electric, Inc. is also seeking either of the following:

Reimbursement of the anticipated February 2024 policy renewal – prorated at \$955.00 OR
A waiver to eliminate the needed coverage renewal as the project should be completed prior to the renewal date.

Please advise.

Thank you,


Victoria Spring, President

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

ENP0645904

Previous Policy No.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART DECLARATIONS

DECLARATIONS		Billing Method: AGENCY BILL	
POLICY NUMBER ENP 064 59 04			
NAMED INSURED VILLAGE OF SOUTH GLENS FALLS			
93 BLUE FACTORY RD			
ADDRESS AVERILL PARK, NY 12018			
(Number & Street, Town, County, & Zip No)			
Policy Period: At 12:01 A.M. STANDARD TIME AT YOUR			
MAILING ADDRESS SHOWN ABOVE FROM: 04-01-2023 TO: 04-01-2024			
Agency ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. 31-161			
City LATHAM, NY			
Legal Entity / Business Description			
ORGANIZATION (ANY OTHER)			
DESIGNATED CONTRACTOR			
Name of Contractor and Mailing Address			
SPRING ELECTRIC INC 93 BLUE FACTORY RD AVERILL PARK NY 12018			

LOCATION OF COVERED OPERATIONS
2 SHERMANTOWN RD GLENS FALLS NY 12801

LIMITS OF INSURANCE				
Each Occurrence Limit		\$ 2,000,000		
Aggregate Limit		\$ 2,000,000		
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE PER \$1,000 OF COST	ADVANCE PREMIUM
CONSTRUCTION OPERATIONS -	16292	78,500	1.947	1,897
OWNER (NOT RAILROADS)		TOTAL COST		MP
TERRORISM COVERAGE				14

TOTAL ADVANCE PREMIUM \$ 1,911

FORMS AND / OR ENDORSEMENTS APPLICABLE TO OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART:

IA4236	06/20	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IA4241NY	04/03	NEW YORK NOTICE TO POLICYHOLDERS SERVING IN ACTIVE MILITARY DUTY
IA4521	03/20	NOTICE OF PRIVACY PRACTICES
IP446	08/01	NOTICE TO POLICYHOLDERS
IA4238NY	02/17	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM - NEW YORK
IA4338	05/11	SIGNATURE ENDORSEMENT

GA 541 07 08

ENP 064 59 04

Page 1 of 2

Sample Resolution

Calling for an Increase in AIM Funding

Whereas, the Aid and Incentives for Municipalities (AIM) program plays a critical role in funding essential municipal services for cities and villages across New York State; and

Whereas, city and village officials share the same priorities as our state leaders which is to make New York safer and more affordable; and

Whereas, New York's local governments, who are on the frontlines of controlling property tax affordability and ensuring public safety, are integral to achieving those goals; and

Whereas, the State has not increased AIM funding in 15 years and according to the Bureau of Labor Statistics, inflation has increased by nearly 45% during that same period; and

Whereas, this neglect from the State has led to rising municipal tax burdens and harmful disinvestment in essential municipal services and staff; and

Whereas, the property tax cap further limits the ability of local governments to properly fund the services their residents need; and

Whereas, the challenges of rising inflation, the increasing costs of labor and supplies, and the end of extraordinary federal aid, only accentuate the need for an increase in AIM funding; and

Whereas, the Governor's 2024-25 Executive Budget proposes to keep AIM funding flat; and

Whereas, an increase in AIM funding would reduce the local tax burden and help revitalize communities across New York;

Now, therefore, be it resolved that the _____ urges Governor Hochul to work with the leaders of the Senate and Assembly and increase AIM funding in the 2024-25 adopted State Budget.

A copy of this resolution shall be sent to Governor Kathy Hochul, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, Senator _____, Assemblymember _____ and the New York State Conference of Mayors.



New York State Conference of Mayors and Municipal Officials

119 Washington Avenue, Albany, New York 12210
Ph (518) 463-1185 • Toll free number for NYCOM members 1-800-446-9266
www.nycom.org • info@nycom.org

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Executive Director

Barbara J. Van Epps

Hon. Kathy Hochul
Governor
State of New York
State Capitol
Albany, NY 12224

Hon. Andrea Stewart-Cousins
Senate Majority Leader
New York State Senate
State Capitol
Albany, NY 12247

Hon. Carl Heastie
Speaker of the Assembly
New York State Assembly
Legislative Office Building
Albany, NY 12248

Dear Governor Hochul, Leader Stewart-Cousins and Speaker Heastie:

We are writing to once again reiterate our desire to forge a meaningful partnership that would be mutually beneficial to our cities and villages and the State. For years, local governments have not been given the critical assistance they need from the State to improve our communities and, in turn, New York's quality of life. Revenue sharing (the precursor to AIM) was established with the goal of providing local governments with predictable amounts of state aid that would increase as state income tax collections grew over time. Not only has this "formula" been ignored for decades, but AIM funding remains flat once again in the Executive Budget and has not increased in fifteen years. This neglect from state government has led to rising municipal tax burdens and harmful disinvestment in essential municipal services and staff.

It is also important to consider that the Governor has indicated that her Executive Budget proposal is guided by the twin goals of affordability and public safety. NYCOM contends, and I suspect you would agree, that New York's local governments, who are on the frontlines of controlling property tax affordability and ensuring public safety, are integral to achieving those goals. Every community has public safety needs and for many local budgets, it is the largest cost driver. If the State truly wants to ensure affordability and public safety for all New Yorkers, now is the time for an increase in AIM funding for cities, villages and towns.

Given the current challenges of rising inflation, the end of extraordinary federal aid, and the leveling off of sales tax revenue, local leaders are having to institute new and different ways to achieve fiscal sustainability. In recent years, both the Senate and Assembly have demonstrated their support for a significant and long-overdue increase in AIM funding. We hope we can count on all of you to finally, after 15 years, come together to make this a reality in the adopted 2024-25 State Budget.

[A list of mayors that agree to sign-on will be attached.]

3:18

14m



Done

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signing below. If you have any questions, concerns or suggestions regarding the modifications or any other aspect of our legal representation, please do not hesitate to contact me.

Thank you once again for entrusting me and my firm with your legal representation. While the recent settlements are tremendously impactful, we recognize that there is still much more work to do in both securing the funds from the settlements, and pursuing settlements or judgment from other defendants and/or for other types of claims beyond the direct water provider claims in the pending settlements. Your continued confidence in my and my firm's representation of your interests is greatly appreciated.

Regards,

NAPOLI SHKOLNIK

Paul J. Napoli, Esq.

By affixing my signature below, I hereby certify that the statements contained in this document accurately reflect the decisions I have made concerning the revisions to the retainer agreement for legal representation in *In Re: Aqueous Film Forming Foams Products Liability Litigation*, MDL No. 2873 (D.S.C.), and agree to the supplemental agreement above titled "CONTINGENCY FEE PAYMENT SCHEDULE".

Sign



Signature

Nicholas Bodkin

Print Name



3:18

13m



Done

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NSPRLAW.COM 1302 AVENIDA PONCE DE LEON, SAN JUAN,
PUERTO RICO 00907

CONTINGENCY FEE PAYMENT SCHEDULE: As set forth above, the Client agrees to pay the Attorney a contingency fee for legal services rendered upon settlement or conclusion of the matter. If the payments to the Client are not a single lump payment but to be paid over a period of time i.e., “installment payments”, such Attorney Contingency Fees will be paid in full from the first installment, or installments paid by Defendant(s). If the initial payment is insufficient to fund the full amount of Attorney’s Fees due then in subsequent payments by the Defendant(s), any additional amounts recovered or received annually, the Attorney shall have the right to collect the agreed-upon contingency fee from those subsequent amounts recovered or received from the Defendant or any QSF administrator first. Irrespective of the method of payment i.e., lump sum or installment, the amount of Attorney Fees shall not exceed the contingency amount as set forth herein. To the extent this Amendment differs from the original retainer this Amendment shall control.

[End of Proposed Supplemental Agreement]

This proposed supplement will have no impact on our representation of you, and will not affect the amount of attorney’s fees you pay us in any way. Nor will it affect the handling of any funds received as part of any lump sum settlement agreements (such as the Dupont settlement). But it will allow us to quickly process funds received under the 3M settlement and any future pay-over-time settlements, ensuring that you and we receive our respective portions of the funds without unnecessary delay. While you certainly need not agree to this supplement, not doing so will force us to hold any funds received under the 3M settlement pending a future agreement between us reached through negotiation, mediation, or arbitration as dictated by our retainer agreement. Accordingly if you find this language acceptable, we ask you to approve it to avoid future delays.

If you find these changes acceptable, please provide your written approval by signing below. If you have any questions, concerns or suggestions regarding the modifications or any other aspect of our legal representation, please do not



3:18

13m



Done

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Mobile-Friendly



**NAPOLI
SHKOLNIK**
ATTORNEYS AT LAW

PAUL J. NAPOLI *Partner* PNAPOLI@NSPRLAW.COM

February 15, 2024

Re: *In Re: Aqueous Film Forming Foams Products Liability Litigation*, MDL
No. 2873 (D.S.C.), Proposed Revisions To Retainer Agreement

Dear Sir/Madam:

I hope this letter finds you well. I wanted to take the opportunity to explain how recent developments in the AFFF/PFAS litigation have impacted our attorney/client retainer agreement, to suggest certain clarifications to that agreement to avoid any future confusion or delay, and to seek your input and/or approval for these clarifications.

As you know from previous letters, I and the other Co-Leads in the MDL recently negotiated historic class settlements with 3M and Dupont. The Dupont agreement, which was recently approved by the Court, involves a lump sum payment of funds to the nationwide class of water providers. On the other hand, the 3M settlement (which is currently pending formal approval by the Court) involves a structured payment plan with 3M contributing funds over a period of ten years. While we would always prefer for settlement payments be made "up front," in this case we agreed to 3M's proposal to structure their payment of settlement funds over ten years in order to maximize the final recovery number. 3M likely could not have paid anywhere close to the actual proposed settlement sum as an "up front" payment as they simply don't have enough assets on hand. This type of "pay-over-time" structure is less common in mass torts, though certainly not unprecedented.



3:18

13m



Done

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close to the actual proposed settlement sum as an up front payment as they simply don't have enough assets on hand. This type of "pay-over-time" structure is less common in mass torts, though certainly not unprecedented. And as evidenced here serve certain benefits in very large settlements.

As we considered the somewhat unusual nature of the ten-year pay-over-time structure in the 3M agreement, we realized that our current retainer agreement with you does not address this type of settlement agreement. In effect, our retainer is silent as to how to issue funds from the settlement in a pay-over-time settlement agreement. To avoid any confusion, consternation, or dispute, we suggest supplementing/modifying our retainer agreement with language specifically addressing this situation. These proposed supplements/modifications will allow us to better align our agreement with the legal services our firm is providing to you. The proposed modifications to the retainer read as follows:

NSPRLAW.COM 1302 AVENIDA PONCE DE LEON, SAN JUAN,
PUERTO RICO 00907

CONTINGENCY FEE PAYMENT SCHEDULE: As set forth above, the Client agrees to pay the Attorney a contingency fee for legal services rendered upon settlement or conclusion of the matter. If the payments to the Client are not a single lump payment but to be paid over a period of time i.e., "installment payments", such Attorney Contingency Fees will be paid in full from the first installment, or installments paid by Defendant(s). If the initial payment is insufficient to fund the full amount of Attorney's Fees due then in subsequent payments by the Defendant(s), any additional amounts recovered or received annually, the Attorney shall have the right to collect the agreed-upon contingency fee from those subsequent amounts recovered or received from the Defendant or any QSF administrator first. Irrespective of the method of payment i.e., lump sum or installment, the amount of Attorney Fees shall not exceed the contingency amount as set forth herein. To the extent this Amendment differs from the original retainer this Amendment shall control.

[End of Proposed Supplemental Agreement]

This proposed amendment will have no impact on the representation of firm

