



Public Meeting 7:00 PM October 15, 2025 MAYOR JOSEPH ORLOW PRESIDING Agenda

Public Forum

- 1. Grant Projects Update
 - a. GIGP
 - i. Project close out
 - 1. Certificate of Completion
 - b. CDBG Grant
 - i. Currently open for bid. Bids are due 10/28 by 11:00am.
- 2. Dehumidifier bids
- 3. Motion to Approve the Bills and Payroll as Audited
 - a. General \$24,935.62
 - b. Water \$6,328.73
 - c. Sewer \$1,357.64
 - d. Payroll
 - i. 10/08/25 \$24,903.04
 - ii. 10/15/25 \$25,370.76
- 4. Motion to approve August financial reports
- 5. Unpaid sidewalk 79 Spring Street
- 6. Water tank inspection and cleaning proposal
- 7. Minutes 09/03/25
- 8. Approval of new Fire Dept member Joshua Bedell
- Motion to approve the September Reports for DPW, PD, Animal Control, and Building & Codes
- 9. Holiday Parade
- 10. Old Business
 - a. Paving project Main Street
 - 10/28 10/29 paving and hot top (no parking either side of the street, hot top will need a couple of hours to dry)



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

- b. Fire Dept flooring
- c. Grant Ave (alleyway) dry well Meerkat Site Plan
- 11. New Business
 - a. Updated RISE contracts
 - b. Grease trap inspections
- 12. Trustee Reports
- 13. Mayor's Report
- 14. Executive Session: PBA Negotiations, Grievance, PD

PROJECT COMPLETION CERTIFICATE

GIGP Project No.: 1872

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

- 1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Grant Agreement between the NYSEFC and the Village of South Glens Falls dated as of December 29, 2022.
- 2. The Recipient received no Third-Party Funding that was not already disclosed to the NYSEFC and included in EXHIBIT C.
- 3. The Recipient received no moneys from another source for the same costs for which it submitted a Grant Disbursement Request Form to the NYSEFC.
- 4. All equipment and facilities paid for in whole or in part with Grant proceeds were and are being used solely for Project purposes.
- 5. The project has been fully completed in accordance with the requirements set forth in the Grant Agreement dated as of December 29, 2022 between Village of South Glens Falls and the NYSEFC.
- 6. Recipient met the MWBE participation goals of the approved Utilization Plan for each contract or otherwise received a valid waiver.

7.	The final	Project (Costs are \$	930,011.29	

I hereby affirm under penalty of perjury that I am an Authorized Person of Village of South Glens Falls, authorized to make the above certifications and that information provided on this Project Completion Certificate and all attachments, if any is true to the best of my knowledge and belief. I am aware false statements made in this Certificate are punishable pursuant to Section 210.45 of the Penal Law.

Village	of South Glens Falls	
By:		
Authori	zed Person	
Printed	Name:Joseph Orlow	
Title:	Mayor	

NEW YORK STATE ENVIRONMENTAL FACILITIES NYSEFC (NYSEFC) CERTIFICATION OF PROJECT COMPLETION

Recipient:

Village of South Glens Falls

Project No.:

1872

County:

Saratoga

Location:

Village of South Glens Falls

Name of Project:

Water Meter Upgrades

Project Description:

Water Meter Upgrades

Construction of the above project must be under the supervision of a person or firm licensed to practice professional engineering in the State of New York, as required under the Education Law. The person or firm supervising the above project must file a Certification of Project Completion within 30 days after completion of construction with the New York State Environmental Facilities NYSEFC, 625 Broadway, Albany, New York 12207-2997.

Construction Contract Title:	Construction Start Date:	Construction Substantial Completion Date:	Construction Final Completion Date:
Ferguson Enterprise LLC	05/30/2023	12/07/2024	09/30/2025

I certify that the construction of the above project including environmental mitigating measures, if any, was completed in accordance with the approved plans and specifications or approved amendments thereto and was under the supervision of a professional engineer licensed in New York State.

Engineer Name: Engineer Title: Engineering Firm: Roberto Flores, PE

Senior Project Manager

Eng. Firm Address:

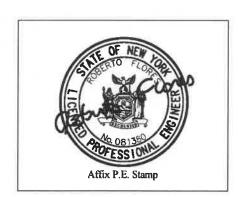
Delaware Engineering, DPC

28 Madison Ave Ext., Albany, NY 12203

10/10/2025

Signature

Date



NOTICE & INVITATION TO BID

SOUTH GLENS FALLS WTP DEHUMIDIFIER

CONTRACT No. 2FX2025

VILLAGE OF SOUTH GLENS FALLS SARATOGA COUNTY, NEW YORK

NOTICE IS HEREBY GIVEN that sealed bids will be received at the Village of South Glens Falls Village Hall, Attention: Village Clerk, 46 Saratoga Avenue, South Glens Falls, NY 12803 until 01:00 pm local time of October 1, 2025 and then at said office publicly opened and read aloud for work that shall include but is not limited to:

Contract No. 2FX 2025: South Glens Falls WTP Dehumidifier Bid scope shall include the furnishing and installing the following:

PART I - GENERAL

1.1 SUMMARY

A. The scope of work of this bid shall include all costs for labor, materials, equipment, tools, overhead & profit, insurances, and supplies required to provide a complete and functioning dehumidification unit and supporting appurtenances such as mounts, duct, vents, drains, controls, thermostats, signal and power wire and conduit, terminations, breakers, startup, and other incidental work.

1.2 SUBMITTALS

- A. Contractor shall make an installation submittal to the Engineer that indicates the support, location, and weight of the proposed unit. The submittal shall indicate the method that will be used to support the units and their attachments to the building or space they are being installed.
- B. Contractor shall make a controls submittal to the Engineer that indicates the method for controlling the dehumidification unit both local and remote. Type of humidistat or other controls shall be indicated and wiring diagram shall be provided with submittal.

PART 2 - PRODUCTS

2.1 GENERAL

A. All units shall be of corrosion resistant design.

2.2 DEHUMIDIFICATION UNIT

A. Design Criteria:

1. Quantity:

One (1)

2. Basis of Design:

Desert Aire LW12

3. Installation:

Outdoor

4. Power:

208-240 VAC, 3phase, 60 Hz

Page 2 of 4

Min. Circuit Ampacity: 73.0 Amps
Max Overcurrent Protection Device: 110 Amps
BTU: 103,000 min.

8. Air Supply: Indoor

Breaker: 150 Amps max.
 Power Conductors: 6 Gauge Copper
 Control Conductors: 14 Gauge Copper

12. Outdoor Conduit: 1.5" Plastic Coated Rigid Metal 13. Indoor Conduit: 1.5" Electrical Metal Tubing

14. Weight: 1,600 lbs.
15. Control: Humidistat
16. Drain: Pipe or tube

2.3 ACCESSORIES, COMPONENTS, AND CONTROLS

- A. This specification shall apply to all accessories and components required to provide a complete and functioning unit including but not limited to:
 - Mounting brackets, supports, and hardware
 - 2. Condensate pipe which will be piped to existing grade
 - 3. Shut off controls and switches as applicable
 - 4. Humidistat

PART 3 - EXECUTION

3.1 SHIPMENT AND STORAGE

A. Upon receipt, Contractor shall off-load equipment at installation site using equipment of sufficient size and design to prevent injury or damage. Immediately after off-loading, contractor shall inspect complete unit and appurtenances for shipping damage or missing parts. Any damage or discrepancy shall be noted in written claim with shipper prior to accepting delivery. Contractor shall be responsible for storage of delivered unit and all other materials in a safe and weather proof environment.

3.2 MOUNTING AND INSTALLATION

- A. All equipment installation shall be in accordance with the manufacturer's recommendations.
- B. The weight of the unit equipment shall be verified before purchase and the appropriate supports will be confirmed and provided by the Contractor. The Contractor is responsible for determining and providing all necessary supports, braces, subbase, fabric, pads, connections, etc. to make the unit fully functional and operational in accordance with the manufacturer's instructions.
- C. The attached Drawings shows the general arrangement of the building and a suggested location for the proposed unit.
- D. Contractor shall provide penetrations and respective flashing through walls, floors, and ceilings as necessary to route conduit, venting pipes, condensate pipes duct, and any other accessories necessary for the proper function of the HVAC units.

Page 3 of 4

E. Contractor shall be responsible for piping and connecting the proposed units to the power source indicated in the attached Drawings.

3.3 STARTING OF EQUIPMENT

A. Prior to acceptance by Owner, formal start-up and testing of all equipment and control systems shall be conducted by the Contractor, in the presence of the Engineer, to determine if the installed equipment meets the purpose and intent of the specifications. Tests shall demonstrate that all equipment is electrically, mechanically, structurally, and otherwise acceptable; it is safe and in optimum working condition; and conforms to the specified operating characteristics.

3.4 WARRANTY

A. A written minimum three (3) year standard warranty from the date of the successful equipment start-up shall be provided by the equipment supplier to guarantee that there shall be no defects in material or workmanship in any item supplied.

PART 4 - CONDITIONS

4.1 GENERAL

- A. Any questions should be directed to TJ Chagnon, Superintendent of Public Works, at dpwchagnon@sgfny.com
- B. Bids should exclude sales and compensating use taxes on materials incorporated into the work. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, creed, color, religion, sex or national origin.
- C. No bids will be received or considered after the time stated above. One original and one copy of the bid forms must be submitted in a sealed envelope bearing the name and address of the bidder and clearly marked "VILLAGE OF SOUTH GLENS FALLS SOUTH GLENS FALLS WTP DEHUMIDIFIER CONTRACT No.2FX 2025
- D. The Owner reserves the right to waive any informalities or irregularities in the Bids received, or to reject any or all Bids without explanation.

4.2 RECIPIENT

A. This Bid is submitted to:

 VILLAGE OF SOUTH GLENS FALLS, 46 SARATOGA AVENUE, SOUTH GLENS FALLS, NY 12803

PART 5 - BASIS OF BID

5.1 LUMP SUM BID

- A. Measurement for payment for this bid will be made on a Lump Sum basis and no Measurement for Payment shall be made.
- B. This Lump Sum Bid Item shall include all costs for labor, materials, equipment, overhead & profit, and supplies required to complete the work for the following price:

LUMP SUM BID PRICE	\$) :	58	6	94	00 XX	
5.2 CONTRACT TIMES						
A. The undersigned Bidder proposes and Agreement with Owner to provide mater for the price indicated in this Bid and to of the Agreement.	rials as spe	cified or	indica	ated in th	is RFP Do	ocument
5.3 BID SUBMITTAL						
BIDDER: [Indicate correct name of bidding entity]						
C&L Mechanical, Corp. By:						
[Signature]	-					
[Printed name] Daniel Levo						
(If Bidder is a corporation, a limited liability compa evidence of authority to sign.)	ny, a partn	ership, c	r a joi	nt ventu	re, attach	
Attest:	7					
[Signature] / ar /						
[Printed name] Nelson Charron						
Title: President						
Submittal Date:						
Address for giving notices: P.O. Box 4507 Qu	ueensbu	ıry, NY	1280	04		
Telephone Number: 518-232-6524						
Fax Number: None						
Contact Name and e-mail address: Daniel Le	vo - Dan	ı@cinii	oina	com		
Tax ID:		- Corbit	-11.9.	50111		

83-4070377

C&L Mechanical, Corp. Meeting Minutes September 30, 2025

Called to order: 12:00 PM @ 63 Quaker Road Office

Present:

Daniel Levo- Secretary-Treasurer

Nelson Charron- President

Open discussion:

There was a discussion on the South Glens Falls WTP Dehumidifier project, contract No. 2FX 2025.

Resolution:

Daniel Levo will be the designated signed for the bid form on behalf of the company.

Daniel Levo - Yes

Nelson Charron - Yes

Signed:

Daniel Levo

Secretary-Treasurer

Nelson Charron

President

End of business: 12:30 PM



Project: Delware Engineering LW12

Location: Albany, New York
Unit Model #: LW12NNNN7

System Tag: DHU

Date: 5/9/2025



DESERT AIRE REPRESENTATIVE

Firm: Stark Equipment LLC

Address: 5615 Business Ave

City, State Zip Code: Cicero, NY, 13039

Phone: 3154582875 **Fax:** 3154582187

Contact: Jared Ryan

E-Mail: RyanJ@starktech.com



Section 1 Product Scope & Details

- Product Scope
- Engineering Specialties



PRODUCT SCOPE

Quantity:

1

Model #:

LW12NNNN7

Tag #:

DHU

Unit Weight:

1680 lbs

Capacities:

Supply Air:

6900 CFM

Outside Air:

0 CFM

Dehumidification

EAT: 70.0 °F DB / 58.4 °F WB

Total Cooling Capacity: 145 MBH

Total Sensible Capacity: 103.80 MBH

Moisture Removal Capacity:

39.4 lb/hr

12

Total Heat of Rejection: 178 MBH

DX Refrigeration System:

Refrigerant Type:

R-454B

Scroll Compressor(s), Nominal Tons:

Hot Gas Reheat Condenser Coil

Coil Coating: Coated

Receiver w/ Flooding Valve

Evaporator Coil Defrost

Remote Option: Reheat Only

Supply Airflow Configuration:

Supply Discharge Location:

Horizontal Horizontal

Outdoor Intake Location:

Supply ESP: 0.0 in WC

Supply TSP: 0.72 in WC

Air Filters:

· Supply Filters: Standard

Enclosure:

· Location: Indoor

Separate Electrical Compartment

Galvanneal with Powder Coat Finish

Condensate Drain Pan:

20-Gauge Stainless Steel, Sloped

Unit Electrical:

Main Power (V/Ph/Hz): 208/3/60

MCA (Amps): 73

MOPD (Amps): 110

SCCR (kA): 65

When protected by Class J, T, or RK1 fuses

Controls:

Model CM3540

• Temp & RH Sensors: Installed in unit by

Desert Aire

Occupancy Timer w/ BMS Override

Remote Display Terminal: Included

BMS Compatibility: None

Warranties (Parts Only):

Standard Warranty: 2 years

Compressor Warranty: 5 Years

Air Side Coil Warranty: 10 Years



ENGINEERED SPECIALTIES

Project Delware Engineering LW12 Tag DHU

Series LW12 Aux Heat No Aux Heat Selected Refrigerant R-454B

S/A Airflow	6900	cfm @
S/A Blower Motor (ea)	5	HP
S/A Blower Motor (qty)	1	1
E/A Airflow	0	cfm @
E/A Blower Motor (ea)	0.0	HP
E/A Blower Motor (qty)	0	
Pkgd Cond Motor (ea)	0	HP
Pkg Cond Motor (qty)	0	
Ext. Source Capture Mtr	0	HP

0.0 in ESP

N/A in ESP

Voltage 208/3/60

	FLA
Compressor 1	45.9
Compressor 2	0.0
Compressor 3	0.0
Compressor 4	0.0
S/A Blwr Motor (ea)	13.8
E/A Blwr Motor (ea)	0.0
Pkgd Cond Motor (ea)	0
Ext. Source Capture Mtr	0
Electric Heater (single point)	N/A
Total Transformer (VA)	250

N/A kW | MCA

(6)		
Unit MCA	73	Amps
Unit MOPD		Amps

Electric Heater (for separate power circuit)

kW	N/A
FLA	N/A
MCA	N/A
MOPD	N/A



Section 2 Installation Overview

- Contractor's Scope of Work
- External System Wiring
- Unit Connections and Clearances



INSTALLING CONTRACTOR'S SCOPE OF WORK

The following scope of work is provided as an overview of the installing contractor's responsibility for proper installation and operation of the Desert Aire unit being provided. This scope outlines requirements directly related to the Desert Aire unit. It is the contractor's responsibility to review all Installation and Operation manuals, mechanical drawing and or other related documentation provided by others for complete implementation of the Desert Aire unit into the building envelope.

- Personnel certified to service refrigeration equipment per city, state, and federal guidelines effective 1/1/92.
- · Furnish and install mounting apparatus for dehumidifier.
- Furnish and install all related ductwork.
- Furnish and install an Outside Air Damper and outside air filter if required.
- Furnish and install all necessary piping and piping specialties; such as, condenser water, condensate drain, P-trap, balancing valves, and control valves.
- Furnish and install all electrical wiring and controls per "External System Wiring" sheet included within this section.
- Furnish and install remote mounted exhaust fan or space pressure relief (as required).
 Wire to unit per "External System Wiring" sheet for unit control of exhaust fan based on occupancy schedule.
- Balance the system's airflow per Desert Aire's Instruction manual.

Complete unit start-up per "Installation and Operation Manual" and complete Start-up Report. Return Start-up Report to Desert Aire Corp. to activate the warranty.

Installation and Operation (I&O) manuals are provided with the unit at time of delivery. If I&O Manuals are required before delivery they can be obtained by:

- Download at Desert Aire Corp. Web site at www.desert-aire.com
- Contacting your local Desert Aire Corp. Representative



EXTERNAL SYSTEM WIRING

This external system-wiring sheet is provided as a summary detailing the external wiring for proper system operation. All listed components are field installed and wired to the unit's terminal block by the installing contractor. Others supply components unless stated otherwise.

HIGH VOLTAGE

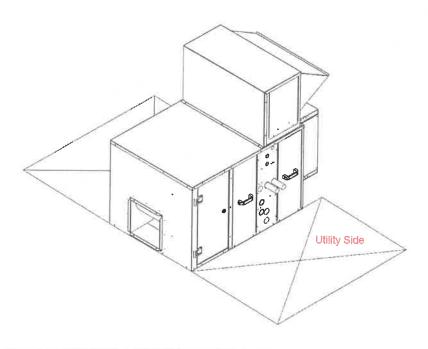
Dehumidifier Supply Power

LOW VOLTAGE

- CM3540 Optional Remote Interface Panel
 - Mounts up to 1,500 feet, Controller Provided by Desert Aire
 - Field Installed
- Temperature & Humidity Sensor
 - Installed in unit by Desert Aire
- BMS Wiring
 - Optional for contractor to utilize
- Occupancy
 - Optional input for contractor to utilize with binary contact closure,
 - Start/Stop by BMS, or
 - Occupancy Timed Scheduling on DA controller
- Smoke Detector (by others) if applicable
 - See wiring diagram for proper termination & rating
 - Optional for contractor to utilize
- External Auxiliary Heater
 - Operated by the unit's controller
- External Auxiliary Heater Interlock
 - Operated by the unit's controller



UNIT CONNECTIONS & CLEARANCES



Utility	Location	
Electrical	Left Side	
Return Filter	Both Left & Right Sides	
Service Access	Both Left & Right Sides	
Remote Condenser Refrigerant Lines	Not Applicable	
Condensate Drain	Left Side	
Supply Air Discharge	Horizontal	
Outdoor Intake	Horizontal	

Notes

- 1. Electrical door clearance typically requires a minimum of 36" clearance on Utility side shown. Refer to local codes.
- 2. 36" clearance recommended around all sides of the dehumidifier for maintenance and service access.
- 3. Install the unit on a sturdy, level mounting base or a platform that will prevent vibration and sound transmission.
- 4. Left or Right Side is when you are looking into the return air filters.



SEQUENCE OF OPERATION

Supply Blower

In default mode the supply blower is set to run continuously. The supply blower can also be set to *Automatic* mode at the controller. In *Automatic* mode the blower will run on a demand call for cooling, dehumidification or space heating. When set for Automatic operation the supply fan stops when conditions are satisfied on the controller set points.

Dehumidification

When dehumidification is required, the compressor starts and the hot gas will be rejected to reheat condenser to provide free heating to the supply air. When the space cooling set point is reached the heat of rejection maybe shifted to the optional or customer supplied remote condenser.

Cooling

When cooling is needed the compressor starts and the hot gas will be rejected to the optional remote condenser.

Air Heating

First Stage: During a call for dehumidification, unit will operate in the air reheat mode.

Second Stage: The auxiliary heater is activated by an analog or binary control signal from the dehumidifier.

- Customer provided schedule and contacts for outdoor air control, if required.
- Customer provided schedule and contacts for exhaust control, if required.

Exhaust and Outside Air (No Outside Air Provision)

No internal provision for outside air or exhaust air is provided.

- During unoccupied times the contacts D1/D2 and E1/E2 are open.
- During occupied times the contacts D1/D2 and E1/E2 are closed.



CONSTRUCTION SPECIFICATIONS

Standard Unit Features

Enclosure:

- Cabinet material
 - o 12-gauge galvanized base and supports
 - o 18-gauge galvannealed panels
- Removable panels shall be provided to allow easy access to all internal parts and components.
- The electrical control box and switch panel is enclosed in a separate compartment, complete with a hinged door

Paint and Finish:

- Powder coat technique
- High yield polyester paint
- Meets 1,000 hour salt spray test
- Beige cabinet color

Refrigerant:

R-454B

Compressors:

- Heavy-duty scroll-type
- Equipped with high- and low-pressure safety cut outs
- Externally vibration isolated

Time Defrost Cycle:

 The unit shall include a defrost cycle activated by suction temperature to automatically defrost the evaporator coil for low temperature operation.

Receiver:

Sized for full-system refrigerant capacity up to 50' lineset

Evaporator Dehumidifier Coils:

- Aluminum fins
- · Copper tubes, mechanically expanded



Air-Cooled Condenser (Reheat Coil):

- Aluminum fins
- Copper tubes, mechanically expanded
- Coil is positioned with a minimum of 5" clearance from the DX coil to help prevent water re-evaporation

Electrical Control Panel:

- · Easily accessible on one side
- Single point power connection to serve controls, compressors and fans.
- Rated in compliance with NEC® 110.10 and UL 1995

Evaporator Bypass:

- A fixed evaporator bypass opening to bypass a portion of the return air stream (or damper when equipped with OA)
- After the evaporator has dehumidified its portion of the air stream, the mixing of the bypass and evaporator air shall result in a temperature above the space dew point temperature.

Control System:

- A digital control system using a modern microprocessor
- Multi-Level password protection
- Easy-to-read display which indicates actual operating and set points
- The display will be integral to the controller accessible in the control cabinet.
- Built-in occupancy timer.

Temperature / Relative Humidity Sensor:

The unit will include a temperature and humidity sensor either installed in the dehumidifier or shipped loose for wall mounting. See unit selection for details.

Condensate Drain Pan:

- 20-gauge stainless steel, sloped, and positioned under the evaporator coil
- Fitted with brass drain and minimum 1" PVC non-corrosive plastic drain connection

Insulation:

The thermal and sound insulation is engineered polymer closed-cell foam insulation (EPFI). Indoor units shall have 3/8" thick insulation and outdoor units shall have 3/4" thick insulation.

Supply Fan:

Supply fan will either be double inlet forward curve fan or double inlet air foil fan.



Double Inlet Forward Curve Fans: The fan housing shall be made of galvanized steel. The impeller is manufactured in galvanized steel with tab locked blades.

Double Inlet Air Foil Fans: The fan housing shall be made of galvanized steel. The high performance impeller is manufactured in corrosion resistant steel, with backward curved, true airfoil shaped blades, welded into position. All wheels are coated with an anticorrosive primer and a final layer of synthetic paint.

All bearings are selected for a minimum of a L50 Lifetime of 100,000 hours.

All fans shall be dynamically and statically balanced.

Blower Discharge: The unit's air discharge will be as shown on the drawing.

Blower Pulley Assembly: The driver pulley and the blower pulley will be made of cast iron. The motor sheave will be a variable pitch type to allow for field adjustment of CFM and external static pressure.

Approvals/Listings:

The unit is labeled and listed by ETL and UL.

Selected Unit Options

Unit Location:

The unit shall be designed for indoor installation.

Disconnect:

Provided with a factory mounted and wired non-fused disconnect switch

Return Air Filters:

4" pleated MERV 8 disposable filters

Selected Refrigeration Options

Coil Coating

All air-side refrigerant heat exchangers (coils) shall be coated with a corrosion inhibitor (coating). The coating shall be applied after the coil is assembled and shall cover fins, exposed tubes, headers, and sheet metal casing. The application process shall achieve full penetration of the coil, so the fins are entirely coated, and shall be wear resistant and shall have negligible impact on heat transfer or airflow (no pooling or bridging). Using coated fin stock is not an acceptable alternative, because it leaves bare edges in the airstream, and does not coat tube or sheet metal parts. The following standards shall be met or exceeded:



- 1) Dry film thickness of 0.6-1.2 mils per ASTM D7091, or heat transfer reduction less than 3%
- 2) 5B rating for cross-hatch adhesion per ASTM B3359
- 3) 15,000 hours of salt spray per ASTM B117, or 6,000 hours per ASTM G85 A3
- 4) Temperature range -40°F to 250°F
- 5) Warranted to be free of defects in materials and workmanship for five (5) years
- 6) REACH and RoHS compliant.

Auxiliary Heater Option

External Heater:

Others shall supply the external heater.

The heater is controlled by dehumidifier's controller. The capacity is per the unit schedule.

Selected Ventilation Option

No Outdoor Air

The unit shall be supplied with no ventilation openings. Bypass air will be accomplished with a fixed opening above the evaporator coil.

Communication System Options

BMS Compatibility:

The unit will have the following BMS compatibility: No BMS interface



SYSTEM WARRANTY

Dehumidification Equipment Standard Limited Warranty

Desert Aire warrants the dehumidifying unit to be free from defects in materials and workmanship subject to the terms, conditions and limitations stated herein.

TERMS

Desert Aire warrants all components (except as noted) for a period of two (2) years from the date of shipment. This warranty shall be limited to the supply of new or rebuilt parts for the part which has failed because of defects in workmanship or material, and does not include the cost for labor, transportation or other costs not herein provided for. Replaced parts are warranted only for the remaining portion of the original warranty period.

CONDITIONS

The warranty is subject to the following conditions:

- 1. The unit must be properly installed and maintained in accordance with the Desert Aire "Installation and Operation Manual" provided with each unit and/or other documentation provided.
- 2. The Start-Up Report must be completed and returned to Desert Aire within 30 days of the start-up.
- 3. This warranty shall not apply to any part that has been tampered with, or has been subject to misuse, negligence or accident. A warranty can be obtained for altered equipment but only with written consent from Desert Aire.
- 4. The following parts and components are excluded from the warranty: belts, filters, driers, fuses and refrigerant.
- 5. Refrigerant coils or other components that corrode due to improperly balanced pool chemistry or corrosive air quality will not be warranted.
- 6. All replacements or repairs will be FOB Germantown, WI.
- 7. This warranty shall be null and void if defects or damages result from unauthorized opening of the refrigerant circuit, tampering with factory set controls, or operating outside the original design conditions.
- 8. Desert Aire shall not be liable for labor costs incurred in diagnosing the problem, or the removal or replacement of the part or parts being repaired.
- 9. Desert Aire must preauthorize all warranty coverage described herein.



Extended Warranty:

Your Desert Aire unit may have extended warrantees beyond this Standard Limited Warranty document. Extended warrantees are only available at the time of the purchase of the original equipment. These extended warrantees are covered under a separate document and their terms and conditions are separate from this document. It is mentioned in this document for informational purposes only.

Any and all incidental or consequential damages are expressly excluded from this warranty. Some states do not allow the exclusion of incidental or consequential damages for personal injury, so the above limitations may not apply to you for certain damages. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. No person or representative is authorized to make any warranty or assume any liability not strictly in accordance with the aforementioned.

Inquiries regarding warranty matters should be addressed to:
Desert Aire Corp. ,c/o Service Manager
N120 W18485 Freistadt Road
Germantown, WI 53022

PH: (262) 946-7400 FAX: (262) 946-7401

E-MAIL: service@desert-aire.com



Dehumidification Components Optional Extended Warranty

Desert Aire warrants the following components to be free from defects in materials and workmanship subject to the terms, conditions and limitations stated on the standard warranty form. (Provided if Displayed)

COMPRESSOR THREE (3)-YEAR EXTENDED WARRANTY TERMS

For an additional fee (contact your local representative for cost), Desert Aire offers an extended three (3)-year warranty for compressors. This extended warranty begins after the system's standard two (2)-year warranty ends. This warranty will be limited to the supply of new or rebuilt parts for the part which has failed because of defects in workmanship or material, and does not include the cost for labor, transportation or other costs not herein provided for. Replaced parts are warranted only for the remaining portion of the original warranty period.

COIL THREE (3)-YEAR EXTENDED WARRANTY TERMS

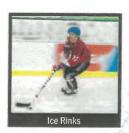
For an additional fee (contact your local representative for cost), Desert Aire offers an extended three (3)-year warranty for coils. This extended warranty is only available for coated coils and begins after the system's standard two (2)-year warranty ends. This warranty will be limited to the supply of new or rebuilt parts for the part which has failed because of defects in workmanship or material, and does not include the cost for labor, transportation or other costs not herein provided for. Replaced parts are warranted only for the remaining portion of the original warranty period. Extended warranties do not apply to remote condenser coils.

COIL EIGHT (8)-YEAR EXTENDED WARRANTY TERMS

For an additional fee (contact your local representative for cost), Desert Aire offers an extended eight (8)-year warranty for coils. This extended warranty is only available for coated coils and begins after the system's standard two (2)-year warranty ends. This warranty will be limited to the supply of new or rebuilt parts for the part which has failed because of defects in workmanship or material, and does not include the cost for labor, transportation or other costs not herein provided for. Replaced parts are warranted only for the remaining portion of the original warranty period. Extended warranties do not apply to remote condenser coils.



LW SERIES



Dehumidifiers for Wide Temperature Applications







Desert Aire's ExpertAire has product lines that are designed to operate in two different temperature ranges. The LW Series covers the widest range operating from 45 to 80°F (7 to 26°C). The LC and LV Series are for higher temperature applications such as special manufacturing facilities and pools. Please refer to the LC/LV brochure for details on these systems.



Manufacturing, storage, public works and indoor ice rinks are just a few of the many applications that our ExpertAire™ dehumidifiers effectively cover. ExpertAire™ is an enduring product line for Desert Aire that represents the culmination of our core expertise in dehumidification. The ability of these units to be applied to diverse applications combined with their flexibility to appropriately regulate the introduction of outdoor air to a facility makes them a true energy efficient workhorse that consistently performs time and again.

OPTIMIZING SOLUTIONS THROUGH SUPERIOR DEHUMIDIFICATION TECHNOLOGY





DEHUMIDIFICATION SOLUTIONS

FEATURES

Many applications need the removal of unwanted moisture. If unchecked, this moisture causes condensation on walls, windows and floors. This can create problems with a building's structural integrity and consequently endanger customers and employees. In manufacturing, a humid environment can also contribute to lowered productivity by damaging product or increasing cycle times.

An ExpertAire[™] dehumidifier optimizes moisture removal by using a specially designed coil to maximize the system's latent capability, thus yielding 3 to 4 times the moisture removal capacity over a standard air conditioning system. Each system also includes a hot gas reheat coil that is sized for 100% rejection of the recovered energy. This coil allows the unit to continue to dehumidify without over-cooling the space.

ExpertAire™ models are fully protected with IEC starters, overloads and refrigerant switches. ExpertAire™ dehumidifiers feature scroll compressors for high efficiency and long life. Other components are also designed for longevity such as our cabinet which is manufactured from galvanneal with a high impact, powder coat textured paint finish.

DEHUMIDIFICATION DESIGN WITH DEFROST

The LW Series dehumidifiers combine numerous design features into a cost competitive system that removes the unwanted moisture problem in a wide range of entering air conditions. Desert Aire starts with an evaporator coil designed specifically for low ambient moisture removal and then adds appropriate refrigerant components to insure long operating life. Each LW System is equipped with an adjustable timer which will initiate the defrost cycle (if it is needed). The need to defrost is determined by monitoring the suction line temperate and activating the defrost when it drops below 32° F (-1° C). During the defrost cycle, the blower is disengaged and 100% of the system's heating capacity is diverted to the evaporator where it quickly thaws the coil. The defrost cycle is monitored and automatically terminates when suction line temperatures confirm that the evaporator has fully thawed. There is an additional safety timer which limits the total defrost time to 15 minutes. LW dehumidifiers generate increased air volumes to assist in a "blanketing effect" that provides the required air turns for the facility's design.

CONTROL

When an outdoor condenser is not included, the system rejects all of the heat recovered during the dehumidification process back to the space, so the space must have the ability to handle this heat gain. A sensor is installed in the facility and utilized for control of the unit's compressor operation. As relative humidity increases past the setpoint, the dehumidifier's compressor is energized to remove unwanted moisture. Blowers run continuously (with the exception of the short defrost cycle) to eliminate false loads created by air stagnation. If the facility cannot, at times, accept the recovered heat, then an optional remote condenser must be installed outside to provide the full cooling capacity. In this mode, a thermostat is also installed in the facility. If the air temperature should exceed the desired set point, the controller will shift the dehumidifier from the reheat mode and reject all of the energy to the remote condenser, thereby providing sensible cooling to the space.

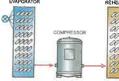
In a refrigerant based dehumidifier, the evaporator coil is cooled to below the dewpoint of the air, thereby condensing moisture on the coil. A typical dehumidifier for high ambient design utilizes a hot gas bypass feature to ensure the evaporator coil temperature never drops below 32° F (0° C), since below this point the condensing liquid will immediately freeze on the evaporator. In general, hot gas bypass is activated anytime the entering air drops below a 55° F (13° C) wet bulb temperature (e.g.: 60° F/ 60° RH) because at this condition the coil leaving air temperature will go below 32° F. In practical terms, as the load drops, the hot gas bypass feature increasingly reduces the performance capacity of the dehumidifier to the point where no moisture will be removed even though the compressor is running. The LW design includes a hot gas defrost system in fieu of using the typical hot gas bypass approach.

When combined, the Desert Aire evaporator coil design and hot gas defrost routine maximizes moisture removal, while protecting the system at low loads.

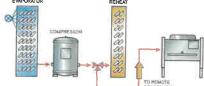
REFRIGERATION CONFIGURATIONS

ExpertAire™ LW Series is available in one of the following two configurations.

REHEAT ONLY...This is the standard design that removes moisture from the air at the evaporator coil and reheats the dehumidified air before returning it to the space.



REHEAT & REMOTE CONDENSER READY ...This option allows the dehumidification process to continue when cooling is required in the zone being conditioned.



SYSTEM RATINGS

To achieve proper unit selection, you must make your selection based on operating conditions and required moisture removal capacity. Consult with your Desert Aire sales representative to calculate your load and provide the performance of the appropriate size unit. If the entering air conditions require the dehumidifier to utilize the defrost cycles, the performance will reflect the lower moisture removal rate.

Common Applications

• ICE RINK APPLICATIONS

Applications such as ice arenas present unique challenges to a building's design as well as its HVAC system. These structures must maintain low ambient temperatures to insure consistent ice quality. Cold air by its nature does not hold much moisture. When a hockey game or skating event is occurring, moisture is released to the area from the participants and spectators. Problems such as fog, roof and wall condensation and unsatisfactory "soft" ice conditions are common during occupied times. The goal of the HVAC system for an ice arena is to keep the ambient air temperature low enough and maintain a dew point below that of the enclosures walls temperature. Refer to Desert Aire Application Note #13 for a detailed analysis of dehumidifier sizing.

WATER TREATMENT PLANT APPLICATIONS

In the northern United States and Canada, raw water temperatures of treatment plants can approach 32° F (0° C). Therefore, the treatment facilities and pumping stations must continue to remove damaging moisture under low ambient conditions. The LW Series dehumidifier can continue to operate by using it's frost/defrost cycle to eliminate the moisture in the winter or summer. This provides an economical alternative, both from a capital cost and energy savings perspective, to chemical based dehumidifiers. Please refer to Desert Aire Application Note #12 for details on sizing the dehumidifier.

MANUFACTURING, FOOD STORAGE & PROCESSING

Many food products can spoil under high humidity conditions when stored in an unconditioned space. The facilities themselves also can develop mold and mildew problems from the moisture released by the product. The LW Series dehumidifier is ideal for removing excess moisture under low temperature conditions. Refer to Desert Aire Application Note #11 for a detailed analysis of dehumidifier sizing.

STANDARD EXPERTAIRE™ LW SERIES FEATURES

SIZE CAPACITIES

- · available in 3 to 15 tons
- · single phase in 3 to 8 ton

FILTERS

- · Aluminum cleanable
- 4" MERV 8 filters

EVAPORATION & REHEAT COILS

- · R407c standard refrigerant
- · efficient standard rifled tube, lanced fin coils
- · die-formed, aluminum, extruded fins are damage resistant
- adequate coil separation avoids re-hydration

DRAIN PAN

- · stainless steel pan minimizes corrosion
- · sloped design avoids hazardous puddling

CABINET CONSTRUCTION

- horizontal unit panels constructed of sturdy 18-gauge galvanneal steel
- · removable side panels provide easy access to all serviceable elements
- panels coated with high-yield polyester, textured, fingerprint-resistant powdercoat paint
- · durable paint meets:
 - 1000-hour salt spray test
 - 160 in-lb direct impact resistance
 - 1000-hour humidity resistance

INSULATION

- · closed cell foam insulation superior to fiberglass insulation eliminates fiber release into air
- · insulation meets:
 - ASTM mold, mildew, moisture resistance specifications
 - NFPA fire specifications
 - UL specifications

CODE VENTILATION OPTIONS

- · Ventilation outside air connections available
- · Outside air damper option available
- · Filtration of outside air available

ADDITIONAL OPTIONS INCREASE FLEXIBILITY

- · premium high-efficiency blower motors available to help achieve LEED points
- · optional ElectroFin E-coating coil coating available for corrosive environments
- · unit-mounted optional power disconnects (fused and non-fused)
- CM3540 microprocessor controller with building management connection options

OPTIMIZING SOLUTIONS THROUGH SUPERIOR DEHUMIDIFICATION TECHNOLOGY

N120 W18485 Freistadt Road, Germantown, WI 53022 sales@desert-aire.com

Ph: (262) 946-7400 - www.desert-aire.com



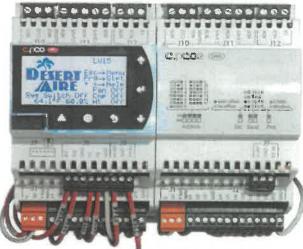
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CM3540 Series Controller for LW Dehumidifiers

ADVANCED COMMUNICATIONS CAPABILITIES
 EASY INSTALLATION AND OPERATION
 CONTINUOUS MONITORING

Advanced LW Microprocessor Controller



EATURES

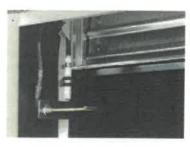
CM3540 Controller Used on LW Dehumidifier

- Standard integral return air sensor for control
- Optional wall mounted sensor for use when fan cycling is desired
- · LCD interface terminal in control panel
- Optional remote display terminal (RDT)
- Built-in cloud based remote monitoring



Optional CM3540 Series Remote Display Terminal (RDT)





Integral Return Air Temperature and Humidity Sensor

Wall Mount Temperature & Humidity Sensor



DESCRIPTION

The CM3540 controllers are uniquely programmed for each Desert Aire application providing energy efficient moisture removal and precise temperature and humidity control.

The CM3540 controller offers an easy interface with building management systems (BMS) with on-board or pre-configured gateway modules. Modbus RTU TCP/IP are standard. BACnet® MS/TP and BACnet® Ethernet are onboard and can be activated with optional licenses. A LonTalk gateway is available that can connect a LonWorks system to the controls.

An integral user interface is standard with the CM3540 controls. This is located on the face of the controller in the unit electrical compartment. An optional Remote Display Terminal is available where access to the electrical panel is difficult or a secondary display in a remote location is desired. These backlit LCD displays provide easy to navigate screens for setpoint adjustment and unit monitoring. All Inputs and Outputs along with alarm history can be viewed from either user interface to aid in unit or system diagnostics.

ORDER OPTIONS

Controller with Wall Mount Sensor

☐ CA3540-3-WALL Wall Mount Temp and RH Sensor

Controller with RDT

CA3540-3-OD Remote Display Terminal
 RDT = remote display terminal with 20ft, cord

All trademarks hereby referenced are the property of their respective owners.

CM3540 Controller for LW Dehumidifiers (cont.)

S YSTEM DISPLAY OPTIONS

The CM3540 controller is matched for each Desert Aire product based on the number of inputs and outputs and by taking into account the accessibility of the controller and its user interface. When the Remote Display Terminal is connected to a controller with an integrated display both display devices are fully functional. The following summarizes the options for each product line.

The low temperature series has an integral user interface. As an option, a remote display terminal (hand-held or wall mounted) can be ordered.

B MS COMMUNICATION MODULES - DETAILS

LonWorks® - Echedlon's LonWorks® is a dominant solution of control in industry, offices, homes and transport. The electric standard supported is FTT10.

Modbus® - One of the most widely used protocols. Supports Modbus Slave, RTU mode; communications standard RS485. Additionally supports TCP/IP as standard.

BACnet® MS/TP and BACnet® Ethernet - Based on EIA-485 and Ethernet standards. Connection is possible through the following networks:

- SNMP v1, v2, v3 networks
- BACnet®, Ethernet, BACnet® /IP networks, BACnet® MS/TP
- · LAN or Internet

BacNet™ MS/TP

If the system was purchased with the BACnet MS/TP option, the BACnet Device Instance and Station Address will need to be set before connection to the control network. This is because the Station Address is set to 0 as a default, and will conflict with any device on the control network already set to 0.

Defining the station address prior to unit shipment will allow Desert Aire to correctly set the address. If the value is not known prior to shipment, then the contractor must alter these default settings during unit commissioning. A software utility program will need to be used, allowing access to these settings. For more information, refer to the I&O manual shipped with the dehumidifier. Download the system BACnet Points List from the Desert Aire website (www.desert-aire.com).

BacNet™ Ethernet

If the system was purchased with the BACnet® Ethernet option, it is strongly recommended that the network administrator be contacted, as the incorrect configuration of the Ethernet card may temporarily shut down the entire network. For the correct operation of the Ethernet card, a number of basic parameters need to be set, such as the IP address and Netmask. Each device connected to an Ethernet network must have a unique IP address.

The Ethernet card is supplied with the DHCP function already active. Therefore, in a network served by a DHCP server, the Ethernet card will automatically acquire the necessary parameters without requiring configuration. In the case of a network DHCP, these parameters need to be configured manually. For more information, refer to the I&O manual shipped with the dehumidifier. Download the SYSTEM BACnet Ethernet Point List from the Desert Aire website (www.desert-aire.com).

LonWorks®

If the system was purchased with the LonWorks option, the connection to the control network can be done without controller modification. For more information, refer to the I&O manual shipped with the dehumidifier. The system XIF file for system configuration, as well as the SYSTEM LON points list, is available from the Desert Aire website (www.desert-aire.com).

ModBus® RTU (RS-485)

If the Modbus network is to be used, the network address needs to be set in the controller for proper communication operation. If Modbus® RTU is used, a baud rate must also be specified.

Refer to the system controller manual for address and baud rate setting instructions. For more information, refer to the I&O manual shipped with the dehumidifier. Download the Modbus® Points List from the Desert Aire website (www.desert-aire.com).

AireGuard™

The LW controller is equipped with an Ethernet connection to the internet. The owner must provide the Ethernet cable connection from their network router to the LW controller in order for data to transmit to a secure cloud storage location. A 2 year AireGuard™ subscription is included with LW units shipped with this controller.

For those users with more than one dehumidifier, this system can act as their local building management system where all of the units are available with the same login credential. All that is required is an Ethernet cable to be connected between your network router with internet access and the AireGuard™ interface located on the controller. The connection communicates without opening additional ports in the systems firewall or requiring a virtual private network.

Please refer to the AireGuard™ brochure for additional details.

OPTIMIZING SOLUTIONS THROUGH SUPERIOR DEHUMIDIFICATION TECHNOLOGY

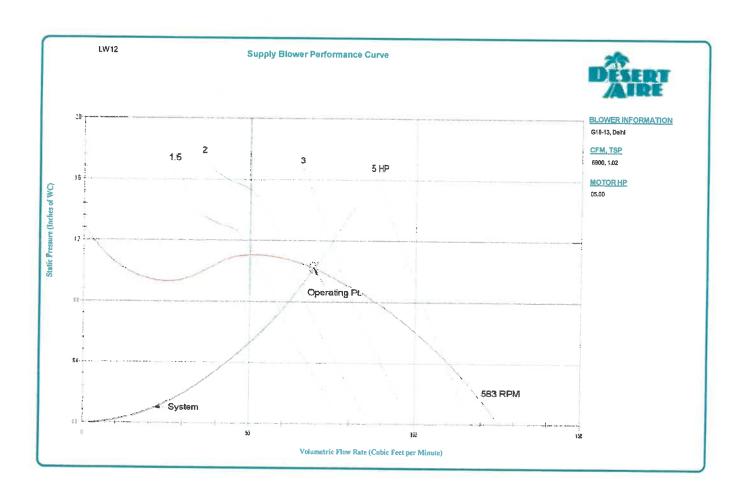
N120 W18485 Friestadt Road, Germantown, WI 53022 sales@desert-aire.com

Ph: (262) 946-7400 - www.desert-aire.com

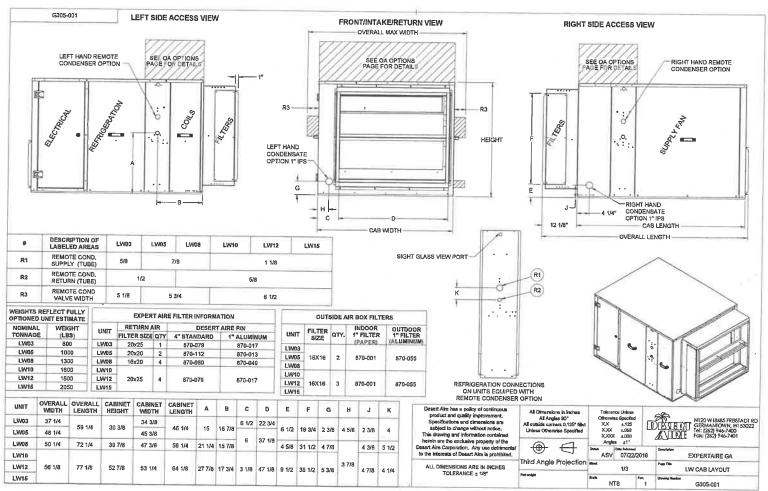


WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

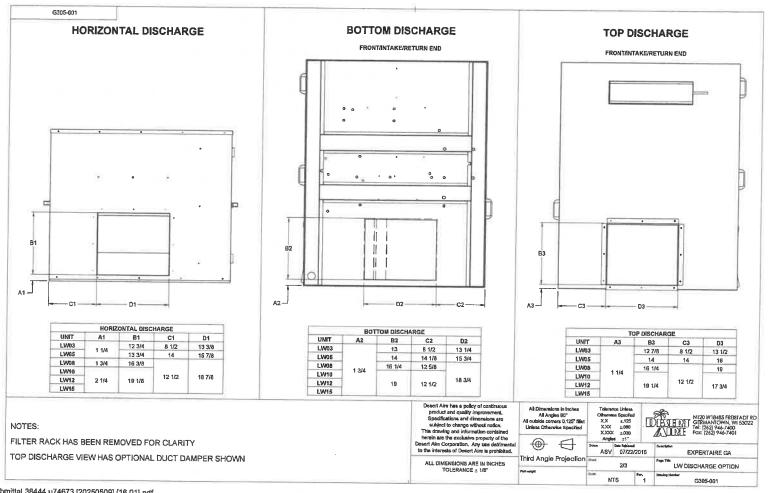
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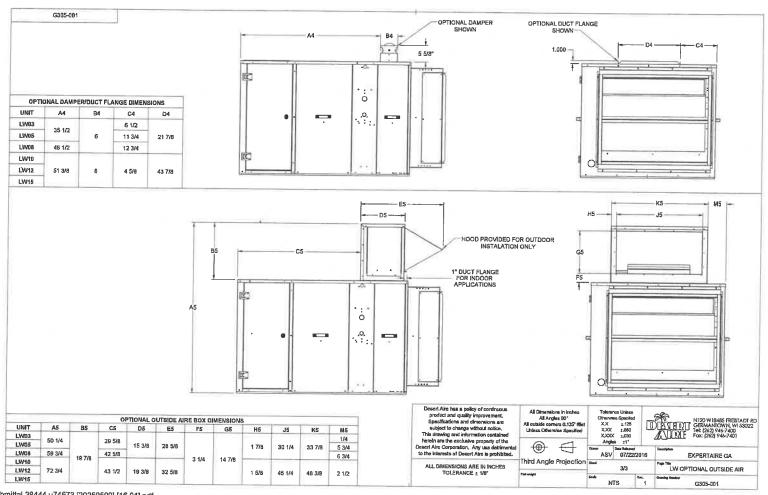
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LW Pool Dehumidifie	er
UNIT TAG	DHU
UNIT MANUFACTURE	DESERT AIRE
MODEL NO	LW12
LOCATION	Indoor
UNIT WEIGHT	1680 lbs.
FAN DATA	
SUPPLY AIR FLOW - CFM	6,900
S/A FAN ESP (in. W.C)	Free Blow, 0.0
TSP (in. W.C)	0.72
S/A FAN HP	5.00
OUTSIDE AIR FLOW - CFM	0
PERFORMANCE	
EAT DB WB (°F)	70.0 58.4
MOISTURE REMOVAL CAPACITY - LB/HR	39.4
TOTAL COOLING CAP BTUH	145,368
TOTAL SENSIBLE CAP BTUH	103,799
THR BTUH	177,558
UNIT ELECTRICAL	
VOLTAGE	208/3/60
MOPD	110
MCA	73
SHORT CIRCUIT CURRENT RATING (SCCR)	65
REMOTE CONDENSER DATA	
MODEL NUMBER	
	A



DESERT AIRE, LLC. TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale shall govern all purchase orders placed by buyer ("Buyer") for products ("Products") from Desert Aire, LLC, a Delaware corporation, and its affiliates (collectively, "Seller").

- 1. Acceptance; Contrary Terms; Entire Agreement. All orders for Products are subject to acceptance by Seller at its offices in Germantown, Wisconsin. BUYER'S ORDER IS ACCEPTED ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER WRITING WHICH ARE INCONSISTENT HEREWITH SHALL NOT CONSTITUTE PART OF THESE TERMS AND CONDITIONS OF SALE AND SHALL BE DEEMED A MATERIAL ALTERATION HEREOF. SELLER'S ACCEPTANCE OF BUYER'S ORDER IS SUBJECT TO AND CONDITIONED ON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS OF SALE. ANY CONDUCT OR ACTION BY BUYER RECOGNIZING OR EVIDENCING THE EXISTENCE OF AN AGREEMENT SHALL BE DEEMED TO BE AN ACCEPTANCE BY BUYER WITHOUT EXCEPTION OF THESE TERMS AND CONDITIONS OF SALE. Seller's written proposal or price quotation ("Seller's Written Proposal") and these Terms and Conditions of Sale are intended by the parties to be the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersede all prior understandings, representations, warranties or agreements between the parties, whether written or oral. Without limiting the generality of the foregoing, no course of prior dealings, course of performance, course of conduct, community standards, industry standards, customary practices or interpretation, or usage of trade shall be relevant to supplement or explain any terms in these Terms and Conditions of Sale. No modification of these Terms and Conditions of Sale, whether in whole or in part, will be valid or binding upon Seller unless expressly agreed to by Seller in a signed writing.
- 2. Changes and Cancellation. All orders for Products accepted by Seller shall be firm and no changes or cancellation shall be allowed without the written consent of Seller. Buyer acknowledges and agrees that in the event any cancellations are approved by Seller, Buyer will pay to Seller, as liquidated damages and not as a penalty, an amount equal to (i) the costs incurred by Seller up to the date of cancellation determined using Seller's standard pricing, plus (ii) up to a 15% of the purchase price for the Products.
- 3. Prices; Payment Terms. The prices and the payment terms for the Products shall be those set forth in Seller's Written Proposal and shall be exclusive of all sales, use, excise and other similar taxes, all of which are the sole responsibility of Buyer. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly, and shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorney's fees, in addition to all other remedies available under these Terms and Conditions of Sale. Payment for the Products specified herein shall constitute acceptance by Buyer.
- **4. Taxes.** Unless otherwise specified, all prices shown do not include applicable excise sales, use or other tax imposed upon the sale and/or delivery of these products. Any such taxes, when applicable, will be charged and listed as separate items on the invoice, or in lieu thereof the purchaser shall provide the company with a tax-exemption certification acceptable to the taxing authorities.
- 5. Delivery. All shipping terms shall be EXW (Incoterms 2010) Seller's Plant. All freight, storage, insurance or other fees or charges (including, without limitation, any sales, use or value-added taxes and import duties on the Products, if any) shall be paid by Buyer and if advanced by Seller, shall be added to Seller's invoice and payable together with payment for the Products purchased. Unless otherwise specified in Seller's Written Proposal or otherwise agreed-to by Seller, Seller will package the Products in a commercially reasonable manner acceptable to commercial carriers and will furnish special packaging, at Buyer's sole expense, only if specifically requested by Buyer and expressly agreed to in writing by Seller. Due to the nature of Seller's custom work, shipping dates in Seller's Written Proposal or Buyer's purchase order are estimates only and any delay in shipment shall not relieve Buyer of its obligation to pay for Products or accept subsequent deliveries.
- 6. Title; Risk of Loss. Title and risk of loss shall pass to Buyer upon delivery of the Products to a carrier at Seller's plant and as collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer authorizes Seller to file any uniform commercial code financial statements necessary to perfect Seller's security interest in the Products.

SALES DEPT. Quotation Terms and Conditions 201809

- 7. **Shipping Damage**. It is Buyer's immediate responsibility to report to the trucking company any exterior shipping damage and to file a claim with the trucking company. The Seller shall not be responsible for the cost to repair damage.
- 8. Inspection and Rejection of Nonconforming Products. Buyer shall inspect the Products within fifteen (15) days of receipt and shall be deemed to have accepted the Products unless it notifies Seller in writing during such inspection period of any Products that (a) fail to conform to the specifications set forth in Buyer's order or (b) materially exceed the quantity of Products ordered by Buyer (collectively, "Nonconforming Products"). If Buyer timely notifies Seller of any Nonconforming Products, Seller shall, in its sole discretion, either (i) replace or repair such Nonconforming Products, or (ii) credit or refund the price paid by Buyer for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. THE REMEDIES SET FORTH IN THIS SECTION 7 SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ENTIRE LIABILITY FOR THE DELIVERY OF NONCONFORMING PRODUCTS. All returns must be authorized by seller and no credit will be allowed for returned items that are damaged in transit, incomplete, or received in an unsatisfactory condition. All items which are not eligible for credit will be returned to the purchaser, transportation collect.
- 9. Exclusive Warranty. Subject to the terms and limitations of the exclusive warranty and remedies described herein, Seller warrants the Products sold pursuant to Seller's Written Proposal to be free from all latent defects in material and workmanship for a period as defined by the warranty statement as part of this proposal. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE PRODUCTS. SELLER MAKES NO WARRANTIES WITH RESPECT TO BUYER'S USE OF THE PRODUCTS OR CLAIMS BY BUYER'S PERSONNEL ARISING FROM BUYER'S USE OF THE PRODUCTS, OR ANY OTHER VARIABLE OVER WHICH THE SELLER HAS NO CONTROL. IF BUYER'S ORDER IS FOR PRODUCTS WHICH CONTAIN COMPONENTS MANUFACTURED BY A PARTY OTHER THAN SELLER, BUYER ACKNOWLEDGES THAT SELLER IS NOT THE MANUFACTURER OF SUCH COMPONENTS AND AGREES THAT ALL SUCH COMPONENTS ARE WARRANTED ONLY TO THE EXTENT OF THE MANUFACTURER'S EXPRESS WARRANTIES TO SELLER, WHICH SELLER SHALL PROVIDE TO BUYER AT BUYER'S REQUEST. NOTWITHSTANDING THE FOREGOING, SELLER SHALL NOT BE LIABLE FOR A BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 9 IF BUYER ALTERS, MODIFIES OR REPAIRS THE PRODUCTS IN ANY WAY WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.
- 10. Warranty Remedies. Buyer shall provide Seller written notice of any defect in breach of the warranty set forth in Section 9, above, promptly after Buyer discovers such defect, and shall give Seller a reasonable opportunity after such notice to examine such Products to verify Buyer's claim that the Products are defective. If it is found that the goods contained defects at the time furnished by seller, seller will either repair or replace the defective part or parts at seller's option. This warranty to repair or replace is the exclusive remedy and is expressly limited to the materials furnished by seller. All replacements or repairs shall be F.O.B. Germantown, WI. The Seller shall not be liable for labor cost incurred in diagnosing the problem, in removal or replacement of the part so repaired or replaced. Accordingly, Seller shall not be liable for any consequential damages, whether to person or property, caused by defects in goods. This warranty does not apply to any goods which may have been repaired or altered in any way outside of our factory, so as to affect its stability in our judgement, nor does this warranty apply to any goods which have been subjected to misuse, negligence or accident. This warranty is in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability, and extends only to the original purchaser.
- 11. Indemnification. Buyer shall indemnify and hold Seller and each of its officers, directors, employees, shareholders, affiliates, agents, representatives, successors and assigns harmless from and against any and all claims, actions, demands, legal proceedings, judgments, settlements, sums, costs, liabilities, losses, obligations, damages, penalties, fines, costs and other expenses (including, but not limited to, reasonable attorneys' fees) relating to, arising out of or resulting from (i) Buyer's use of the Products (except to the extent caused by the gross negligence or willful misconduct of Seller), or (ii) if the specifications or designs for the Products are provided by Buyer, any claim that the Products infringe upon the intellectual property, proprietary or other rights of any third party.
- 12. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS.

- 13. Seller Specifications, Designs and Drawings. BUYER ACKNOWLEDGES AND AGREES THAT ANY SPECIFICATIONS, DESIGNS AND DRAWINGS FOR THE PRODUCTS PROVIDED BY SELLER ARE ONLY APPROXIMATIONS AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO ANY SUCH SPECIFICATIONS, DESIGNS, SOFTWARE CALCULATIONS AND DRAWINGS. Seller shall retain ownership of all specifications, designs and drawings provided by Seller and Buyer shall not provide such specifications, designs and drawings to any other party without the written consent of Seller.
- 14. Excuse from Performance. Seller shall have no liability for any failure or delay in shipment or other nonperformance if shipment or performance is rendered impossible, impracticable or unreasonably burdensome by any event, whether or not foreseen or foreseeable, brought about by any cause other than the willful misconduct of Seller, including, without limitation, accidents, breakdowns, riots, war, terrorism, interruptions in or failures of sources or subcontractors to supply materials or equipment, failures in manufacturing processes or equipment, strikes, labor or transportation problems, fires, explosions or other acts of God, or orders, contracts, priorities, directives, requisitions or requests of the federal or state governments, whether or not voluntarily assumed.
- 15. Notices. Any notice relating to these Terms and Conditions of Sale must be in writing and will be considered given at the earlier of the date when actually delivered to an officer of a party at the address provided in writing to the other party or when deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, to such address.
- 16. Assignment. Buyer may not assign any of its rights, duties or obligations under these Terms and Conditions of Sale without Seller's prior written consent. Any attempted assignment without Seller's written consent, even if by operation of law, shall be null and void.
- 17. Controlling Law. All matters arising out of relating to these Terms and Conditions of Sale shall be governed by the internal laws of the State of Wisconsin, without regard to any choice or conflicts of law provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin in each case located in Milwaukee County, Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The United Nations Convention on Contracts for the International Sale of Products (CISG) does not apply to any transaction between Seller and Buyer.
- 18. Invalidity or Unenforceability. In the event that any provision of these Terms and Conditions of Sale is found invalid or unenforceable, whether in whole or in part, for any reason, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions. The invalidity or unenforceability of any such provision or part of such provision will not affect the validity or enforceability of the remaining terms and conditions hereof.
- 19. Waiver. The failure of Seller or Buyer, at any time, to require the performance of any obligation or to assert a right contained herein will not affect either party's right to require such performance or assert such right at any time thereafter; nor shall the waiver of any right or obligation be construed in any way as a waiver of any succeeding breach.
- **20. Survival.** The provisions of, and respective obligations of, Seller and Buyer under Sections 7 through 14 of these Terms and Conditions of Sale, inclusive, shall survive any termination of any of the parties' other obligations hereunder or other termination of their agreement with respect to Products sold hereunder.



Approval Form

The submittal for this project has been reviewed and the order is approved for production as indicated below. Release to begin manufacturing (and purchasing of components) will only begin upon return of this form.

Limitation of Liability

Capacity and efficiency values indicated are calculated based on specified input data and are estimates of nominal performance for the specific design. Due to the nature of mechanical equipment, variations in production components and configuration may result in variances from estimated data for a particular production unit.

Application variables in the system which the unit is attached will affect unit performance. Unit performance estimates shown are based on calculations and laboratory testing in controlled conditions. Installation conditions in the particular application may impact performance.

Desert Aire has comprehensive development process and quality control processes that help to assure the best possible correlation in the calculated values indicated, however, capacity and efficiency at the conditions specified are not guaranteed. Due to Desert Aire initiatives for continuous improvement and necessary component adjustments, software and/or unit design may be changed without notice.

Any indication of certified performance point or certification programs are indicators that samples of the production unit design that have been submitted and/or tested based on the stated certification test procedures and certification program rules. This is not a certification of a particular unit performance and does not constitute a warranty or guarantee of performance for any particular production unit at any condition.

Performance software and its output, including, without limitation, the capacity and efficiency values, are provided "as is" and Desert Aire makes no representation or warranty of any kind, express or implied, including, but not limited to, manufacturer's defects, merchantability, fitness for a particular purpose, or any other matter with respect to the performance software and its output. The undersigned Engineer and Contractor are solely responsible for determining whether the unit(s) sold hereunder are suitable and adequate for the end consumers intended use. Engineer and Contractor are in the position to know and make this determination because of their technical knowledge regarding the end consumer's intended use and business needs. In no event shall Desert Aire be liable for any direct, indirect, incidental, special, exemplary, punitive, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the performance software and its output.

Desert Aire shall not be liable for, and Engineer and Contractor each assumes liability for and jointly and severally shall indemnify, defend, and hold harmless Desert Aire from, any claims, suits, actions, expensed, costs (including attorneys' fees), damages, and liabilities resulting from or connected with (i) the capacity and efficiency values provided by Desert Aire and the performance of a particular production unit in accordance with such values; (ii) the handling, transportation, possession, processing, further manufacture, other use or resale of the goods including personal injury and property damage irrespective of whether the goods are used



Approval Form

alone or in combination with any other substance or material; (iii) Engineer's and Contractor's willful misconduct, negligence, or violation of law; (iv) Engineer's and Contractor's breach of any terms, covenants, conditions, or agreements contained in this Submittal; and (v) any claims brought by the end consumer related to the capacity and efficiency values provided by Desert Aire and the performance of a particular production unit in accordance with such values. If Desert Aire furnishes technical or other advice to Engineer or Contractor, whether or not at their request, with respect to capacity and efficiency values, processing, further manufacture, or other use of a production unit, Desert Aire shall not be liable for, and Engineer and Contractor each assumes all risk of such advice and the result thereof. Engineer and Contractor are responsible for any representations and warranties made to the end consumer by either the Engineer or Contractor and such representations and warranties shall not expand Desert Aire's limited warranties as set forth herein or any other obligations of Desert Aire hereunder.

Submitted For Record Only (Applies Only if Check Marked). Unit has been released in to production based on this submittal information. Notify factory if

any changes required before unit ship	s from factory.
☐ Approved as Submitted	
Approved as Noted (marked up set enclo	osed)
ENGINEER:	
Company:	
Ву:	
Name:	
Its:	
CONTRACTOR:	
Company:	
Ву:	
Name:	
Its:	

LUMP SUM BID PRICE	\$ 194.700.00

5.2 CONTRACT TIMES

A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner to provide materials as specified or indicated in this RFP Document for the price indicated in this Bid and to complete the work within 6-months of the signing of the Agreement.

5.3 BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Gallo Const	ruction Corp.			
By:	. 1 20			
[Signature]	Muliy a Balls			
[Printed name]	Michael A.Gallo			
(If Bidder is a corp evidence of author	oration, a limited liability company, a partnership, or a joint venture, attach rity to sign.)			
Attest:				
[Signature]	Karen Gallo			
[Printed name]	Karen Gallo			
Title:	Administrative Assistant			
Submittal Date:	10/1/25			
Address for giving	g notices: 50 Lincoln Ave. Watervliet, NY 12189			
Telephone Numbe	r: (518) 273-0234			
Fax Number:	(518) 273-0245			
Contact Name and	e-mail address: lradigan@gallogc.com			
Tax ID:	14-1454116			

New York State Department of Labor Bureau of Public Work & Prevailing Wage Enforcement State Office Campus, Building 12, Room 130 Albany, NY 12226





Gallo Construction Corporation 50 Lincoln Ave WATERVLIET, New York 12189

Hello,

Enclosed is your Certificate of Contractor Registration. Please keep this document as proof of your registration.

This Certificate is valid for two (2) years, unless revoked or suspended.

If you bid or commence work on a public work project or covered private project without being properly registered, you may be subject to a civil penalty and denial of your registration application pursuant to NYS LL § 220-I(8).

If your registration or a subcontractor's registration lapses while performing contracted work on a covered project, the work for that project may be completed.

If you are determined unfit and your certificate is revoked or suspended, then a monitor approved by the Commissioner must be appointed to oversee the completion of the work at your expense.

If your certificate is to be suspended or revoked for any reason, you will receive a notice and an opportunity to contest at a hearing prior to the suspension or revocation taking effect.

Please note that any subcontractors or independent contractors you hire to work on a public work or covered private construction project must obtain their own Certificate of Contractor Registration to perform such work.

If you allow a subcontractor or independent contractor to perform work on a public work or covered private project without being properly registered, you and the other contractor may be subject to a civil penalty and revocation/suspension/denial of your registration pursuant to NYS LL § 220-I(8).

Any project where work is performed in violation of Contractor Registration requirements, or any provisions of NYS Labor Law Article 8, is subject to the issuance of a Stop Work Order, pursuant to NYS LL § 224-B.

Shaun McCready

Director of Public Work & Prevailing Wage Enforcement

Shaven M. Cready

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and Covered Private Construction Projects in the State of New York, Subject to the Prevailing Wage Requirements of

Gallo Construction Corporation

NYS Labor Law Article 8

DBA: Gallo Construction Corp 50 Lincoln Ave

WATERVLIET, New York 12189
Phone Number: 5182730234
Registration Number: 24-63AS5-CR
Date of Issue: 2024-11-22

(This license is valid only for the contractor named above)

Expiration Date: 2026-12-29

Thata Russe

Roberta Reardon Commissioner New York State Department of Labor



Village of South Glens Falls

AP Warrant

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

WARRAN	Γ DATE:	-	10/15/25		
General Fu	nd (A)	Total:	\$24,935.62		∎ñ
Vouchers	26000355	26000357	26000358	26000359	26000360
7 0 40 11 0 1 5	26000361	26000357	26000363	26000366	26000367
	26000368	26000369	26000370	26000371	26000377
	26000373	26000374	26000375	26000377	26000372
	26000379	26000374	26000373	26000377	26000378
	26000385	26000387	26000388	26000392	26000303
	26000394	26000395	26000396	26000397	26000398
	26000399	26000401	26000403	26000397	26000396
	26000406	26000407	26000408	26000409	26000410
	26000411	26000412	26000413	26000414	26000416
	26000417	26000418	26000419	26000420	
Water Fund	(FX)	Total:	\$6,328.73		
Vouchers	26000365	26000366	26000367	26000376	26000377
	26000389	26000399	26000400	26000402	26000406
	26000407	26000410	26000415	26000421	
				I	
Sewer Fund	(G)	Total:	\$1,357.64		
Vouchers	26000364	26000366	26000367	26000377	26000384
	26000386	26000390	26000391	26000399	
				BOARD	OF TRUST
			Joseph O		
				rlow, Mayor	
		•	Timothy M. Care		
			Claude Middlet	ton, Trustee:	
			Keith Comsto	ock, Trustee:	

Zachary Baxter, Trustee:

AGREEMENT

BETWEEN AQUEOUS INFRASTRUCTURE MANAGEMENT (AIM) AND VILLAGE OF SOUTH GLENS FALLS, NY FOR THE INSPECTION AND CLEANING (SEDIMENT REMOVAL) OF 1-MILLION GALLON ELEVATED WELDED STEEL SPHEROID WST WATER STORAGE TANK AS FOLLOWS:

> Village Of South Glens Falls agrees to have Aqueous Infrastructure Management, Co. (AIM) perform the above-mentioned work as per the conditions/terms and costs stated on the proposal dated October 13, 2025

PERSONNEL:

Divers / Tenders

Complete Sterile Inspection/Cleaning Dive Station

SUBMITTALS:

*Hard copies of your reports can be printed directly from our cloud platform.

PRICE:

While mobilized in New York in 2025, during one mobilization:

In Service Inspection and Cleaning of One Structure (to include ground assessment0

Total: \$5,700 🗆

THE FOLLOWING ADD-ON SERVICES CAN BE PROVIDED FOR THE ADDITIONAL PRICE LISTED BELOW: ☐ Real-Time Video with DVD: \$390.00

☐ Ultrasonic Thickness Testing:

\$390.00

☐ Disposal Offsite: Cost + 20% Markup

Deliverable requirements included: All State and local requirements for divers and equipment will be followed.

☐ Filter bag(s) & capturing of sediment: \$450 / per bag

- Price does include prevailing wages.
- This proposal is for inspection and sediment removal. Sediment levels and some sediment types may require additional time to remove. Should Aqueous Infrastructure Management (AIM) be required to spend additional time beyond the allocated time and scope for this project, the following hourly rate will be incurred: \$675/per hour. Any time approved by the customer beyond the initial scope will be billed accordingly.
- Please have this structure as full as possible for both safe entry and to allow for suction on pumps for sediment removal process. Typically, AIM requires the water to be no more than 10-15 feet below overflow level. However, according to OSHA guidelines if the structure to be inspected and cleaned is a standpipe exceeding 100' the water level within the structure will have to be lowered and maintained between 97'-99' at all times throughout the inspection and cleaning.
- If removing sediment, please have a discharge location available at project commencement. You will be required to sign off on the selected discharge location once our crew arrives. Should capturing or sediment, dechlorination of water or another means of discharge be required, we will need to know at this time. Additional discharge options may incur an additional fee.
- Please make sure access roads, gates and sites are suitable for a truck and trailer to navigate.
- This price does not include a lift. If one is required, it will be marked up 30%

TERMS AND CONDITIONS: *All sites must be maintained to allow a truck and trailer to mobilize to within 25' of the tank, allowing access around the circumference of the tank, and have good, sound ladder access to the rooftop. *All entry hatches must function allowing internal access to each tank and personnel must be available to mobilize to site locations. If this structure or any structure to be inspected have only bolt-on entry hatches, these bolt-on entry hatches must be removed prior to our arrival and re-secured by the customers personnel at the completion of this project. The term "cleaning" refers to the removal of accumulated precipitate. Services beyond the removal of precipitate in terms of cleaning may incur an additional cost. It is the responsibility of the customer to provide AIM with a location for discharge for all cleaning projects (sediment removal) Note: The term "one mobilization" refers to allowing AIM access to all site(s) at all times throughout the project. Should operations not allow for complete access to all site(s) throughout the entire project, an additional charge shall be incurred. *I understand that in the event that the above-referenced terms and conditions are not met upon AIM. arrival on-site, the above hourly rate shall be incurred until such time that the terms and conditions are met, and AIM is able to commence operations. Your signature indicates that unless a 48-hour written notice of cancellation on mutually agreed date is provided, the client agrees to AIM invoicing 50% of the project lump sum cost and payable within 15 days from the date of cancellation/invoice. Once paid and not until then, the project is eligible for re-scheduling. At the completion of the project on its re-scheduled date, client agrees to pay the remaining 50% of the project cost within 15 days from the date of project completion/final invoice.

BY SIGNING BELOW, I AM ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND THE ABOVE STATED TERMS AND CONDITIONS OF THIS AGREEMENT.

PAYMENT TERMS:

NET 30 DAYS (Aqueous offers a 10% discount if paid in full within 3 business days of the completed project)

ACH PAYMENTS PREFERRED (Please contact our office to make arrangements) If paying by check, payment must be sent via Fed-Ex. (AIM will provide a prepaid label)

IN ACCEPTANCE OF AFOREMENTIONED AGREEMENT:

Aqueous Infrastructure Management (AIM) Signature of Authorized Representative

President

October 13, 2025

Title

Date

Village of South Glens Falls, NY

Signature of Authorized Representative

Title

Date

Village of South Glens Falls Payroll Warrant

I certify that I have audited the attached timesheets in the amounts shown on the October 15, 2025 warrant. You are hereby directed to pay the employees in the amounts shown per department.

WARRANT DATE:	10/15/25	
	Payroll Week Ending: _	October 4, 2025
	Check Date:	October 8, 2025
	Clerks:	\$3,685.82
	DPW:_	\$9,311.35
	Police:	\$11,163.97
Mayo	or/Board/Bldg. Inspector:	\$741.90
	Total Payroll:	\$24,903.04
	Payroll Week Ending:	October 11, 2025
	Check Date:	October 15, 2025
		\$3,633.86
		\$9,902.61
		\$11,113.39
Mayo	or/Board/Bldg. Inspector:	\$720.90
	Total Payroll:	\$25,370.76
	BOARD	OF TRUSTEES
	Joseph Orlow, Mayor	
Tir		
	Zachary Baxter Trustee:	

Village of South Glens Falls 46 Saratoga Avenue, South Glens Falls, NY 12803 September 3, 2025 Regular Village Meeting @ 7:00 PM

Regular Village Board Meeting MAYOR JOSEPH ORLOW PRESIDING Minutes

Attendance:

Mayor Orlow Trustee Baxter Trustee Comstock Trustee Middleton Attorney Bill Nikas Alan Dubois Patti Girard Tim Pease Kevin Gallagher Gavin Holligan Paige Buser **Dennis Davall Bryant Lawrence** Harry Gutheil, Jr. Robert Ulrich CR

Clerk Treasurer Samantha Berg Deputy Clerk Treasurer Lorie Gollhofer Deputy Clerk, Part-Time Elizabeth Hewitt **DPW Superintendent TJ Chagnon** Chief David Gifford **Tony Girard** Nick Havens Alex Portal Xavier DeRush Ricky Buser Dan Collins **Terrie Davall** Sue Chagnon Jeanne Gutheil Bob M J

Absent: Trustee Carota

J

The Mayor opened the meeting at 7:00 PM.

Pledge of Allegiance

Recognition of Employee - TJ Chagnon, Superintendent of Public Wors: The Village Board of Trustees presented a service award to Timothy J. Chagnon as a token of appreciation for his hard work, dedication, and years of service to the Village of South Glens Falls. The Village wished to thank him for his years of service to the community. He was employed with the Village for more than 15 years.

Mayor Orlow left the meeting at 7:08 pm. Trustee Baxter presided over the remainder of the session.



Public Forum

- Dennis Davall 209 Main St: Concerned about the paving starting on Main Street - traffic will probably be detoured to Hudson Street, which may become the new "speed corridor."
- Harry Gutheil, Jr. 23 Spring St: Personally wanted to thank TJ Chagnon for his service to the Village. He also inquired about the possibility of selling bulk water. He requested an update on Ferry Blvd - Item 2D voting to engage an engineer and going out to bid.
- Tim Pease South Glens Falls Fire Department: There were discussions earlier this year about replacing floors in the Fire House, and he asked for an update on when the Village has that scheduled. He will meet with Trustee Middleton for follow-up.
- 1. Energy Savings Program Andrea McMaster: Andrea made a presentation regarding Energy Rates with a handout example. Trustee Middleton to follow up regarding contract details.

2. Grant Projects Update

- a. Motion 090325-1 to allow the Mayor to sign the Clean Water Long-Term Disbursement #2 Request: Trustee Middleton motioned, Trustee Comstock seconded. All in favor, motion passed. Discussion: In closing out the long-term bond, it was discovered that two disbursements were made by the Village that could be covered.
- b. Carbon Filtration: Final disbursement of retainage to Jersen has been made, and the project can be closed out.
- c. GIGP: A test read of compound meters is needed in order to confirm the fix worked, and then the Certificate of Completion is ready to be signed. Trustee Middleton to follow up with all parties to close out.

d. CDBG Grant:

- Motion 090325-2 to allow the Mayor to sign the contract to immediately go to bid for construction based on Barton & Laguidice timeline: Trustee Middleton motioned, Trustee Baxter seconded. All in favor, motion passed.
 Discussion: None.
- 3. Motion 090325-3 to pay for the replacement of Parks Bathroom Doors from Reserve A 878.0400: Trustee Middleton motioned, Trustee Comstock seconded. All in favor, motion passed.

 Discussion: None.
- 4. Motion 090325-4 to approve Transfers: Trustee Comstock motioned, Trustee Middleton seconded. All in favor, motion passed.



	A 1990.400	A 3410.0401	\$4,000.00	Fire Dept contract June 25 - Dec 25
a.	A 878.0400	A 7110.0406	\$8,035.00	Replace Betar Byway bathroom doors

- 5. Motion 090325-5 to approve the Bills and Payroll as Audited: Trustee Middleton motioned, Trustee Baxter seconded. All in favor, motion passed.
 - a. General \$101,694.39
 - b. Water \$10,297.44
 - c. Sewer \$1,454,43
 - d. Special \$3,855.00
 - e. Payroll
 - i. 08/20/25 \$25.254.26
 - ii. 08/27/25 \$30,543.08
- 6. Motion 090325-6 to approve the July Report for Building and Codes and the August Reports for DPW, PD, Animal Control, and Building & Codes: Trustee Middleton motioned, Trustee Comstock seconded. All in favor, motion passed.

Discussion: None.

- 7. Motion 090325-7 to approve the Minutes from 07/21/25, 08/06/25, 08/20/25, and 08/27/25: Trustee Middleton motioned, Trustee Comstock seconded. All in favor, motion passed.

 Discussion: None.
- 8. Motion 090325-8 for the Mayor to sign the Verizon Easement Offer: Trustee Middleton motioned, Trustee Baxter seconded. All in favor, motion passed. Discussion: MD7 has offered to purchase a permanent easement on the water tower for \$1,383,000.00. With technology advancing, cell tower leases can be adjusted. Interest on a principal would be a regular income like the lease payment. Additionally, if other carriers lease their additional square footage, the Village would receive 50% of the proceeds. There would be no restriction on the income.
- 9. 48 Harrison Ave Zombie House: The bank has finally agreed to proceed with the cleanup.
- 10. Motion 090325-9 to schedule a Public Hearing on 9/24/25: Trustee Middleton motioned, Trustee Comstock seconded. All in favor, motion passed. Discussion: The Board received a request to waive the penalty due to the resident not receiving the tax bill initially. They purchased the home recently, and there was a software error that did not remove the penalty when the assessment roll was loaded into Edmunds. There needs to be a public hearing to formally waive the penalty. Taxes are due annually regardless of the closing paperwork or where the bill was sent. Daniel Collins, 6 Wedgewood Dr, addressed the Board that he closed on his property in November 2024, and did not know the tax bill



was due June 1st. He did not receive any mail until the July late notice. He told the Board he has never been late or not paid a bill. Attorney Nikas noted that real estate closings are notorious for this type of mix-up, and it's not uncommon. The resident needs to bring in a letter from his attorney for the Public Hearing, so a precedent isn't set.

11. The Village would like to recognize the 20th anniversary of the Eagles Club Haunted House by reading and passing a resolution acknowledging such. The Eagles will be hosting a "haunted hangout" on October 25th starting at 1:00pm to celebrate their anniversary.

Resolution Honoring the 20th Anniversary of the Haunted House Hosted by the South Giens Falls Fraternal Order of Eagles #2486

WHEREAS, the South Glens Falls Fraternal Order of Eagles #2486 has been a proud and active member of the community, dedicated to charitable service, civic involvement, and fraternal unity; and

WHEREAS, for the past twenty years, the members and volunteers of Eagles #2486 have organized and operated a Haunted House, which has grown into a cherished local tradition that brings joy, excitement, and spine-tingling fun to families and thrill-seekers of all ages; and

WHEREAS, the Haunted House has not only served as a source of Halloween entertainment, but also as a meaningful fundraiser supporting numerous community programs, youth initiatives, and local charities; and

WHEREAS, the Haunted House's success over two decades is a direct result of the creativity, hard work, and dedication of the countless volunteers, members, and supporters who have contributed time, talent, and resources year after year; and

WHEREAS, the 20th anniversary marks a major milestone in the Haunted House's history, celebrating its legacy of community impact, tradition, and frightful fun;

NOW, THEREFORE, BE IT RESOLVED, that we honor and commend the South Glens Falls Fraternal Order of Eagles #2486 for their outstanding commitment to community service through the Haunted House, and congratulate them on the occasion of its 20th anniversary, with best wishes for continued success and spooktacular celebrations in the years to come.

Trustee Middleton motioned, Trustee Baxter seconded. All in favor, motion passed.



12. Old Business

- a. Paving Project Main Street: Proceeding as planned.
- b. Update on Speed Signs: Chief Gifford spoke with DPW. There will be permanent posts for each school, one on Main St and one to be determined. Trustee Middleton to meet with Dennis Davall for recommendations.
- c. Personnel Committee: Trustee Middleton stated that having just the Mayor on the Personnel Committee makes it difficult for an employee to air grievances about their supervisor if it's to their supervisor. There should be at least one or two Trustees on the Personnel Committee. Tabled for the next meeting to include the Mayor in the discussion.
- d. Committee Appointments: Tabled.

13. New Business

a. Grant Street dry well: When Meerkat put in their parking lot, next to Massie's parking lot, the water runoff has caused some issues with residents on the west side of Grant Alley, flooding basements and yards. There needs to be some research done on the Code Enforcement site plan review.

14. Trustee Reports

- a. Trustee Baxter: Main Street paving the City of Amsterdam has some "soft" ways to slow down traffic. He would like to do some more research.
- b. Trustee Middleton: He has sent an email regarding the status of the traffic study. He has found a SAM grant for \$200,000 non-matched state funds for sidewalks that he's starting the process on.

15. Mayor's Report: None

- 16. Motion 090325-10 to adjourn the public session and enter executive session at 7:55 pm to discuss PBA negotiations, employment history of Unnamed Person, and the hiring of a new employee: Trustee Middleton motioned, Trustee Comstock seconded. All in favor, motion passed.
- 17. Motion 090325-11 to adjourn executive Session and re-enter the public session at 8:30 pm with no action taken: Trustee Middleton motioned, Trustee Comstock seconded. All in favor, motion passed.
- 18. Motion 092035-12 to adjourn the meeting at 8:32 pm: Trustee Middleton motioned, Trustee Comstock seconded. All in favor, motion passed.





SOUTH GLENS FALLS FIRE COMPANY, INC.

7 W. MARION AVENUE SOUTH GLENS FALLS, NY 12803

STATION #1: (518) 792-1674 CHIEF@SGFFIRE.ORG

STATION #2: (518) 798-4020 PRESIDENT@SGFFIRE.ORG

October 13, 2025

Village Clerk Village of South Glens Falls 46 Saratoga Ave South Glens Falls NY 12803

Re:

New Member

Please be advised that the following application has been approved at South Glens Falls Fire Company's October 6, 2025, Company meeting:

Joshua Bedeil

I understand that the Village Board no longer holds a formal vote approving the applications. Please provide me with written notification as I need to forward the same to Saratoga County Self Insurance. You may forward to ajacox@sgffire.org,

South Gless Falls Fire Company, Inc.

Anissa Jacox, Secretary

Cc:

Chief: Pete Corlew

File



www.facebook.com/southglensfallsfire

SOUTH GLENS FALLS VILLAGE ANIMAL CONTROL SEPTEMBER REPORT

9 calls on felines (2 calls on felines vs auto), 3 calls on skunks. Several calls on foxes and one coy dog.

1 call on a porcupine and 3 on raccoons. 2 calls on abandoned cats and on two dogs unattended (referred to DCO).

Special note: Asked people on lower Betar Trail to not feed the geese, as that is why they make a mess on the path!

Several calls for information

E.G. Robbins, ACO

September 30, 2025



BUILDING INSPECTOR AND CODE ENFORCEMENT MONTHLY REPORT

Subject: Monthly Building and Codes Department Activity Report

Date: September 1st-30th 2025

Status Update

More NYSBOC training this month for ongoing education

Riverview St Natural Gas Pipeline Hudson River restoration complete, no contractor on sight, no issues found

Mileage Driven: Total Miles

119 Miles For September

Certificate of Occupancy: (1)

11 Jackson Ave/Permit #2508 Addition

Certificate of Completion: (1)

11 Third Street/Permit #2526 Fence

New Permits: (2)

- 19 Grand Blvd/permit # 2546 Fence
- 109 Hudson St/Permit #2547 Alteration

Site inspections: (7)

- 11 Third Street/Fence
- 11 Jackson Ave/ Final
- 148 Saratoga Ave/Enchanted Ladybug/Fire Safety
- 110 Main Street Peppermill/ Fire Safety
- 8 Harrison Ave/ Framing
- 8 Harrison Ave/Insulation
- 35 Main Street/ Scope of work

Fire Safety Inspections: (2)

- 110 Main Street "Peppermill Restaurant"
- 148 Saratoga Ave "The enchanted Ladybug"

Site Plan Review: (0)

Zoning Compliance: (0)

Municipal Search Letters: (1)

46 Saratoga Ave

Citations/Violations:

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

New Violations Issued

- 169 Main Street/ Mattress left out front
- 177 Main Street/ Mattress Left out Front
- 12 Terrace Ave/ Trash out front
- 20 Main Street/Tall Grass
- 37 Main Street/Tall Grass

New Violation Letter Sent

- 169 Main Street/ Mattress left out front
- 177 Main Street/ Mattress Left out Front
- 12 Terrace Ave/ Trash Left out
- 18 Hudson Street / Partial collapse of back porch and stairs
- 20 Main Street letter sent
- 37 Main Street letter sent

Violations Resolved (3)

- 169 Main Street/ Mattress left out front
- 177 Main Street/ Mattress Left out Front
- 210 Main Street/ Resolvoled
- Violations Outstanding:
 - o 48 Harrison Ave Working with Village Attorney
 - 29 Spring Street 2nd Notice sent (Will send appearance ticket soon)
 - 18 Hudson Ave Tall grass, 2nd Notice sent, partial collapse of back porch, unable to contact the owner

Resident Questions, Concerns, Follow Ups, Complaints:



Department of Public Safety

Division of Police

5 West Marion Avenue South Glens Falls, NY 12803 Phone: (518) 792-6336 (518) 792-4173 Fax: (518) 792-6481 David J. Gifford, Chief of Police

MONTHLY REPORT FOR SEPTEMBER 2025

Calls / Services Total Investigations Alarms Funeral Escorts Personal Injury Accidents Property Damage Accidents Open Doors & Windows House/Business Checks Assist Other Agencies (Police,Fire,or EMS) Uniform Traffic Tickets Parking Tickets D.W.I. Arrests Penal Law Arrests	349 0 1 0 3 7 0 4 21 23 0	Violations Misdemeanors Felonies Warrant	2 5 1 3
Traffic Details Larcenies Reported Criminal Mischief Reported Burglaries Reported Mileage 7G275 Mileage 7G276 NEW 862 Mileage 7G276 OLD 14 Total 2843	6 8 1 0		

Respectfully submitted,

David J. Gifford Chief of Police

cc: Mayor & Trustees

ment Plant(s) Identificatio #	Beach Road WTP		Thage of South Giens Falls
4500170	Saratoga		Village of South Glens Falls
- actio (vater Supply ID#	County		Town, Village, or City
Public Water Supply ID#	0		
Village of South Glens Falls	September-25		
	AND	Date Report Submitted	Source Water Type(s)
Public Water System Name	Reporting Month/Year	Data Daniel Gul. 141 1	

		-	Chlorination									1	T	_
	Treated water	Cylinder		as Cl ₂	-	Free Chlorine Residual at Entry Point (mg/l)						PH	Wate	p-
Date	volume (1,000 gallons/day)	ren	eight naining s.) 1	Chlorine used per day (lbs.)		0400	0800	1200	1600	2000	Max	su	1	PPM
1	481.5	56.0	150.6		1.26	1.33	1.32	1.20	1.24	1.21	1.33	600	100	
2	474.5	51.0	150,8	5.0	1.25	1.31	1,21	1.17	1.22	1.24	1.33			1.1
3	516.7	45.5	150.8	5.4	1.20	1.26	1.29	1.16	1.15	1.20	1.31			1.1
4	483.5	40.8	151.2	4.8	1.18	1.25	1.26	1.16	1.19	1.20	-			1.8
5	451.3	36.3	151.2	4.4	1.22	1.26	1.19	1.22	1.20	_	1.26		12.7	1.0
6	415.9	31.4	151.2	5.0	1.24	1.23	1.23	1.17	1.22	1.22	1.26	_	13.1	1.0
7	460.6	25.8	150.8	6.0	1.23	1.29	1.31	1.22	1.23		1.25	6.89	12.8	1.
8	476.2	20.1	150.4	6.0	1.22	1.29	1.29	1.20	1.25	1.24	1.31	6.88	12.8	1.0
9	478.8	15.0	150.4	5.2	1.24	1.29	1.28	1.18		1.24	1.29	6.95	12.8	1.
10	778.1	6.7	150.2	8.5	1.18	1.20	1.01		1.22	1.20	1.29	6.97	12.8	1.2
11	648.4	152.3	150.6	0.0	1.25	1.31	1.01	1.04	1.22	1.21	1.22	7.15	12.5	1.1
12	500.1	152.3	144.8	5.8	1.13	1.17	1.20		1.09	1.08	1.31	7.12	12.5	1.0
13	488.6	152.6	139,4	5.4	1.26	1.34		1.17	1.25	1.22	1.25	6.96	12.6	1.1
14	500.9	152.8	134.0	5.4	1.28	1.36	1.34	1.20	1.22	1.24	1.34	6.91	12.6	1.14
15	530.5	152.8	128.2	5.8	1.20	1.30	1.24	1.23	1.23	1.24	1.36	6.91	12.6	1.11
16	524.6	152.8	122.6	5.6	1.19	1.30	1.31	1.20	1.18	1.22	1.31	6.94	12.8	1.1
17	510.4	152.7	116.8	5.9	1.20	1.29	1.30	1.20	1.17	1.23	1.30	6.95	12.8	1.07
18	535.1	152.8	111.0	5.8	1.20		1.30	1.20	1.18	1.22	1.30	7.08	12.8	1.14
19		152.6	105.4	5.8	1.18	1.29	1.31	1.20	1.17	1.21	1.31	7	12.8	1.21
20		151.7	99.2	7.1	1.18	1.28	1.28	1.19	1.17	1.24	1.28	6.91	12.7	1.17
21		151.5	93.4	6.0	1.28	1.30	1.33	1.22	1.24	1.24	1.33	6.89	12.6	1.16
22		151.7	88.2	5.2		1.38	1.33	1.25	1.29	1.22	1.38	6.92	12.4	1.12
23		152.3	83.8	4.4	1.27	1.18	1.28	1.14	1.16	1.22	1.28	6.96	12.4	1.05
24		152.7	79.6	4.2	1.19	1.28	1.31	1.20	1.27	1.28	1.31	6.98	12.5	1.08
25		152.9	75.6	4.0	1.25	1.29	1.22	1.23	1.20	1.22	1.29	6.99	12.8	1.19
26	-	153.0	71.6	4.0	1.25	1.24	1.24	1.20	1.21	1.20	1.25	6.97	12.8	1.74
27		152.9	67.8	3.8	1.20	1.22	1.24	1.17	1.19	1.20	1.24	6.91	12.8	1.18
28		53.1	63.6	4.2	1.19	1.23	1.28	1.19	1.19	1.17	1.28	6.89	12.7	1.09
29		52.8	58.8	5.2	1.20	1.20	1.22	1.16	1.14	1.15	1.22	6.89	12.7	1.09
30		52.1	54.2	5.2	1.12	1.17	1.22	1.14	1.11	1.15	1.22	6.96	12.7	1.09
11	150,1	JE, 1	J4.Z	5.2	1.12	1.20	1.22	1.10	1.15	1.15	1.22	6.97	12.6	1.04
otal	14,499			140.02							N/A			
/G.	483			149.03					0.00	15.5		208.93	380.8	34.04
AX.	778	-		5.138965517							1 3	6.96433	12.6933	1.13467
IN.	355		-	8.46								7.15	13.1	1.51
	900			0			-					6.88	12.4	1.04

Reported by:	Alan Dubois Jr Title:	Operator in Charg NYS DOH Operator Number:	NY9041732	
Signature:	Date:	10/1/25 Operator Grade Lev_	IIA,IIB,C,D	

South Glens Falls Sewer Totals 2025

	MAX:	400	
	MIN:	269.6666667	
	TOTAL: AVERAGE:	8090000	
	TOTAL:	8090	X 1000 Gallons
	TATE:		X 1000 Gallons
			X 1000 Gallons
Tuesday, September 30, 2025	JR	350	X 1000 Gallons
Monday, September 29, 2025	AD	280	X 1000 Gallons
Sunday, September 28, 2025	AD	280	X 1000 Gallons
Saturday, September 27, 2025	AD	290	X 1000 Gallons
Friday, September 26, 2025	JR	220	X 1000 Gallons
Thursday, September 25, 2025		300	X 1000 Gallons
Wednesday, September 24, 2025		240	X 1000 Gallon
Tuesday, September 23, 2025		380	X 1000 Gailon
Monday, September 22, 2025		260	X 1000 Gallon
Sunday, September 21, 2025		260	X 1000 Gallon
Saturday, September 20, 2025		240	X 1000 Gallon
Friday, September 19, 2025		170	X 1000 Gallon
Thursday, September 18, 2025		300	X 1000 Gallon
Wednesday, September 17, 2025		200	X 1000 Gallon
Tuesday, September 16, 2025		360	X 1000 Gallor
Monday, September 15, 2025		260	X 1000 Gallor
Sunday, September 14, 2025		270	X 1000 Gallor
Saturday, September 13, 2025		250	X 1000 Gallor
Friday, September 12, 2025		240	X 1000 Gallor
Thursday, September 11, 2025		140	X 1000 Gallo
Wednesday, September 10, 2029		300	X 1000 Gallo
Tuesday, September 9, 202	5 JR	400	X 1000 Gallo
Monday, September 8, 202	5 AD	260	X 1000 Gallo
Sunday, September 7, 202		270	X 1000 Gallo
Saturday, September 6, 202		280	X 1000 Gallo
Friday, September 5, 202		170	X 1000 Gallo
Thursday, September 4, 202		200	X 1000 Gailo
Wednesday, September 3, 202		400	X 1000 Galio X 1000 Galio
Monday, September 1, 202 Tuesday, September 2, 202		240	X 1000 Gallo

Village of South Glens Falls Water Plant

Date:	Total Gallons:	Clear Well Gallons:	Pumped Gallons:	Returned Gallons:
September 1, 2025	770,008	471,917	481,451	298,091
September 2, 2025	762,827	466,393	474,541	296,434
September 3, 2025	777,512	506,730	516,735	270,782
September 4, 2025	767,463	474,026	483,517	293,437
September 5, 2025	763,302	437,041	451,260	326,261
September 6, 2025	753,994	409,835	415,876	344,159
September 7, 2025	770,165	453,771	460,612	316,394
September 8, 2025	772,052	467,003	476,227	305,049
September 9, 2025	764,639	466,269	478,783	298,370
September 10, 2025	823,923	767,777	778,148	56,146
September 11, 2025	760,939	631,044	648,428	129,895
September 12, 2025	756,373	496,771	500,132	259,602
September 13, 2025	771,055	479,420	488,603	291,635
September 14, 2025	764,914	493,495	500,851	271,419
September 15, 2025	771,098	523,011	530,503	248,087
September 16, 2025	768,823	517,468	524,625	
September 17, 2025	766,669	503,955	510,416	251,355
September 18, 2025	774,607	530,016	535,055	262,714 244,591
September 19, 2025	761,845	512,862	516,704	248,983
September 20, 2025	774,350	513,000	518,411	261,350
September 21, 2025	769,172	489,171	500,601	280,001
September 22, 2025	757,335	461,137	462,033	
September 23, 2025	760,493	434,751	440,783	296,198
September 24, 2025	760,930	414,988	425,778	325,742 345,942
September 25, 2025	752,544	354,034	361,662	398,510
September 26, 2025	747,290	356,246	355,228	
September 27, 2025	756,138	384,896	398,457	391,044
September 28, 2025	746,445	389,372	389,753	371,242
September 29, 2025	790,092	428,062	436,869	357,073
September 30, 2025	780,125	427,872	436,740	362,030
		.,	1503770	352,253
				0
Totals:	23,017,122	14,262,333	14,498,782	8,754,789



Andrew Netto Project Developer 315-955-5631 anetto@therisegroupinc.com

Village of So Glens Falls W Marion Ave South Glens Falls NY, 12803 (LED Lighting Retrofit)

Financial Summa	ary	
Total Project Cost		\$3,894.24
Estimated Utility Electric Incentive	\$	(3,894.24)
Customer Net Cost		(\$0.00)
Estimated Electric Cost Savings Annually		\$1,625.51
Estimated Maintenance Savings Annually		\$346.40
Total Estimated Savings Annually		\$1,971.91
Return on Investment (ROI)		N/A
Simple Payback in Years		0.0

Annual Ener	Annual Energy Savings		on Savings
kW Reduction	kW Reduction 2.9		8,626
		Nox Reduction (lbs)	9
kWh Reduction	10,836.7	SO2 Reduction (lbs)	24

Choose from 6 convenient payment options.

On Bill Fina	On Bill Financing		3rd Party Financing Option						
Lump Sum Payment (w/Additional Discount)	12 Months (No Interest)	24 Months 36 Months 48 Months 60 Mo							
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

Estimated Monthly Savings of \$164.33

Within the next 10 years, it is anticipated that the electrical savings from this project will generate \$19,719.05 in net cash through avoided energy & maintenance costs.

Date Prepared: 10//2025



ROOM SCHEDULE

Yillage of So Glens Falls W Marion Ave South Glens Falls NY 12803 Claude Middleton

Ī	LOCATION		E	GSTING CON	DITIONS		-		PROPOSED CONDITIONS							Y SAVINGS
=	Smarthinia ANI Pare	Total Control	Existing Fixture Type	Fixt. Oty	Existing Hours	Wetts	FW	kWh	Proposed Fixture Type	Flat Qty	Proposed Hours	Watte	kw	1700	des Service	Ann. Smed
10	MENS BATHROOM	C2	2L4 T8 EL 1X4 TROFFER	2	1,000	59	0.118	118	RELAMP 2L4 T8 LED 13W, 5K	2	1,000	26	0.052	52	0.07	66
7	BATHROOM HALLWAY	C2	ZL4 T8 EL 1X4 TROFFER	1	3,013	59	0.059	178	RELAMP 2L4 T8 LED 13W, 5K	1	3,013	26	0.026	78	0.03	99
4	BREAK ROOM / KITCHEN	СЗ	3L4 T8 EL 2X4 TROFFER	10	3,013	89	0.89	2,682	RELAMP 3L4 T8 LED 18W, 5K	10	3,013	39	0.39	1,175	0.50	1,507
13	(4) OFFICES	СЗ	3L4 T8 EL 2X4 TROFFER	12	3,013	89	1.068	3,218	RELAMP 3L4 T8 LED 13W, 5K	12	3,013	39	0.468	1,410	0.60	1,608
11	OFFICE HALLWAY	D1	2L4(U) T8 EL 2X2 TROFFER	4	3,013	59	0.236	711	RELAMP 2L4(U) T8 LED 16W, 5K	4	3,013	32	0.128	386	0.11	325
12	MAIN ENTRANCE VESTIBULE	D1	2L4(U) T8 EL 2X2 TROFFER	1	3,013	59	0.059	178	RELAMP 2L4(U) T8 LED 16W, 5K	1	3,013	32	0.032	96	0.03	81
16	RADIO ROOM	D1	2L4(U) T8 EL 2X2 TROFFER	1	3,013	59	0.059	178	RELAMP 2L4(U) T8 LED 16W, 5K	1	3,013	32	0.032	96	0.03	81
5	BREAK ROOM / KITCHEN	E1	FL EXIT LIGHT	1	3,013	20	0.02	60	EXIT SIGN LED	1	3,013	2	0.002	6	0.02	54
6	BATHROOM HALLWAY	E1	FL EXIT LIGHT	1	3,013	20	0.02	80	EXIT SIGN LED	1	3,013	2	0.002	6	0.02	54
2	GARAGE	E1	FL EXIT LIGHT	1	8,760	20	0,02	175	EXIT SIGN LED	1	8,760	2	0.002	18	0.02	158
15	EXTERIOR ENTRANCE DOORS	M1	70W HP8 TAIL PACK	2	4,380	95	0.19	832	14W LED WALL PACK WIPE	2	4,380	14	0.028	123	0.16	710
3	GARAGE	NC1	LED EXIT SIGN						NO CHANGE / ALREADY LED	0	0					0
14	MECHANICAL CLOSET	NC2	A19 LED SI	1					NO CHANGE / ALREADY LED	1	0					0
1	GARAGE	84	4L4 T8 EL 8FT IND	21	3,013	112	2.352	7,087	RELAMP 4L4 T8 LED 13W, 5K	21	3,013	52	1.092	3,290	1.26	3,796
8	WOMENS BATHROOM	W2	2L4 T8 EL 4FT WRAP	1	1,000	59	0.059	59	RELAMP 2L4 T8 LED 13W, 5K	1	1,000	26	0.026	26	0.03	33
9	MENS BATHROOM	W2	2L4 T8 EL 4FT WRAP	1	1,000	69	0.059	59	RELAMP 2L4 T8 LED 13W, 5K	1	1,000	26	0.026	26	0.03	33
	TOTALS			50			0.2	15,504		60			2.3	6,780	2.9	11,006

NEW FIXTURE DESCRIPTION	FIXTURE	MANUFACTURER'S MODEL NUMBER	QTY
RELAMP 2L4 T8 LED 13W, 5K		N/A	3
RELAMP 3L4 T8 LED 13W, 5K	C3	N/A	22
RELAMP 2L4(U) T8 LED 16W, 5K	D1	N/A	6
EXIT SIGN LED	E1	SEEXA2RGWEM	3
14W LED WALL PACK W/PE	M1	RAB BRISKS17L 740 /PCU 14W40K W/PE	2
NO CHANGE / ALREADY LED	NC2	N/A	1
RELAMP 4L4 T8 LED 13W, 5K	S4	N/A	21
RELAMP 2L4 T8 LED 13W, 5K	W2	N/A	2
LAMP DESCRIPTION			
4FT T8 LED 13W, 5K (PLUG & PLAY)		PHI 13T8/MAS/48-850/IF21/P/DIM 10/1	160
4FT(U) T8 LED 13W, 5K (PLUG & PLAY)		PHI 13T8/24-5000 IF-6U 10/1	12



CONTRACT

This contract is entered into between RISE Engineering and Customer for work as described below:

DATE	10/7/2025	
CUSTOMER	Village of So Glens Falls	
ATTENTION	Claude Middleton	
TELEPHONE	518-307-4640	Ext. 0
STREET ADDRESS	W Marion Ave	
CITY, STATE AND ZIP CODE	South Glens Falls NY 12803	

RISE Engineering agrees to furnish Energy Efficient equipment as described in the RISE Engineering Proposal dated 10/7/2025.

Location:

Village of So Glens Falls

W Marion Ave

South Glens Falls NY 12803

Project:

Village of So Glens Falls

MATERIALS \$ 3,894.24

Sales Tax EXEMPT \$
TOTAL DUE \$ 3,894.24

Less UTILITY Incentive \$ (3,894.24)

Customer Net Cost \$ 0,00

***INCENTIVES ARE ESTIMATED. PRIOR
TO APPROVING INCENTIVES, NATIONAL
GRID MUST CONDUCT AN INSPECTION
OF EXISTING SYSTEMS TO DETERMINE
ELIGIBILITY FOR THE PROPOSED
INCENTIVES. AGAIN, ALL INCENTIVES
ARE TO BE CONSIDERED ESTIMATES
UNTIL APPROVED BY NATIONAL GRID.***

*Sales tax will not be billed if a fully executed NYS ST-124 or ST-119.1 certificate is submitted at time of contract execution to RISE by the Customer.

The UTILITY Incentive payment will be assigned to RISE Engineering. The balance of \$0 will be payable to RISE Engineering Net 30 days upon completion.

- 1. Customer agrees to remit amount due in Full. Interest of 1% will be charged monthly on any unpaid balance after 30 days.
- 2. Any defect in materials will be remedied without charge and within a reasonable period of time.
- 3. In the absence of alternate arrangements, disposal of disabled materials is the responsibility of the Customer.
- 4. This contract is subject to Utility company approval of any Utility program incentives incorporated herein. All applicable Utility program incentives shall be assigned to RISE ENGINEERING.
- 5. Pricing is valid for 30 days from above date.

NOTE: THIS CONTRACT MAY BE WITHDRAWN BY US IF NOT EXECUTED WITHIN 30 DAYS.	AUTHORIZED SIGNATURE	DATE
	Charles 100	10/7/2025
Acceptance of Contract - The above prices,	DATE OF ACCEPTANCE	
specifications and conditions are satisfactory and		

Small Business Services: Customer Directed

Option (NF)-UNY

Questions? Call us at 1-844-276-7898

Energy Savings Plan

SUMMARY

Application Number: 16295167



Date: 10/6/2025

Customer Name: VILLAGE OF SO GLENS FALLS

App # 16295167

Account # 94652-22109

Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO2) annually by 11,920 pounds.

	Estimated Annual Savings (Energy)
Electric (kWh)	10,836.71
Gas (Therms)	0

	Estimated Annual Savings (Dollars)
Electric	\$1,560.49
Gas	\$0.00
Total	\$1,560.49

Your cost is reduced by a substantial incentive from National Grid.

	Base Project Cost	National Grid Incentive	Customer Contribution
Electric	\$9,683.30	#2.004.04	\$5,789.06
Gas	\$0.00	\$3,894.24	0

Small Business Services: Customer Directed Option -

UNY

Questions? Call us at 1-844-276-7898

Energy Savings Plan

nationalgrid

Date:

10/6/2025

DETAIL

Application Number: 16295167

Customer Name:

VILLAGE OF SO GLENS FALLS

DBA Name:

VILLAGE OF S GLENS FALLS FIRE CO

Address:

W MARION AVE

City:

SOUTH GLENS FALLS

State and Zip:

NY 12803

Facility Square

Footage:

Application Number: 16295167

Account Number:

94652-22109

Telephone:

518-307-4640

Contact Name: Inspector Name:

CLAUDE MIDDLETON DAN SHEFFER

Audit Date:

10/06/2025

ECM Id	Site Location	ECM Code	ECM Description	Kit Type	Quantity	KW Savings	KWH Savings
2938093	Mens Bathroom	LEDHWI	LED-HW Interior	Prescriptive Lighting	1	0.03	29.00
2938094	Bath Hall, Break Rm, Kitch, Offices	LEDHWI	LED-HW Interior	Prescriptive Lighting	23	1.01	3,049.16
2938095	Office Hall, Main Ent, Vestibule, Radio Room	LEDHWI	LED-HW Interior	Prescriptive Lighting	6	0,17	524.26
2938096	Break Rm, Kitchen, Bath Hall, Garage	LEDESI	LED Exit -HW Interior	Prescriptive Lighting	3	0.06	525.60
2938097	Ext Entrance Doors	LEDHWE	LED-HW Exterior	Prescriptive Lighting	2	0.15	665.76
2938098	Garage	LEDHWI	LED-HW Interior	Prescriptive Lighting	21	2.00	6,010,94
2938099	Womens Bath, Mens Bath	LEDHWI	LED-HW Interior	Prescriptive Lighting	2	0.03	32.00
			Total			3.45	10,836.71



Date: 10/6/2025 Application # 16295167

Customer Name: VILLAGE OF SO GLENS FALLS

Address: W MARION AVE

City, State, Zip: SOUTH GLENS FALLS, NY 12803

Electric Account: 94652-22109

CDO Vendor: Rise Engineering

Application Date: 10/06/2025

CDO RPA: TRC ENGINEERS INC

Application #: 16295167

SMALL BUSINESS PROGRAM CUSTOMER DIRECTED OPTION AGREEMENT

Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid") is offering an energy efficiency program ("Program") to certain commercial and industrial customers ("Customer") with an average monthly demand less than or equal to 250 kW. Under the Program, National Grid is offering to pay a portion of the cost of installing certain energy efficiency upgrades ("Incentives") at the facilities of eligible Customers as described in Section 7 below. Customer shall hire and use its own installation contractor ("Contractor") to install the energy efficiency measures ("Measures") at the Customer's facility (referred to herein as the "Customer Directed Option"). Measure installations must be completed within the calendar year.

The terms and conditions set forth below shall govern the Program and installation of the Measures and shall apply to the Customers that select this Customer Directed Option under this agreement (the "Agreement").

1. Proposed Measures

National Grid has used its independent Regional Program Administrator ("RPA") to conduct a pre-retrofit inspection of the Customer's facility based on an initial proposal provided by Customer and its Contractor. Customer has been provided with an Energy Savings Plan developed by the RPA which includes Measures to be installed and the Incentive which shall be paid to the Customer by National Grid after the Measures are installed by the Customer's Contractor and verified by National Grid and/or the RPA.

2. Measures to be Installed/Standards for Equipment

The Customer shall install, or cause to be installed, at Customer's facility the Measures described in the Energy Savings Plan. The Customer agrees that all equipment to be installed will meet applicable National Grid standards, a copy of which is available upon request by the Customer and/or its Contractor. The Customer shall make a commercially reasonable good faith effort to have the Measures installed within sixty (60) days of Customer signing this Agreement.

3. Requirements for Equipment Removal and Disposal

The Customer is responsible for disconnecting and permanently disabling (i.e., making unfit for use) all lighting equipment, including lamps, which shall be replaced pursuant to this Agreement. The Customer understands and agrees that disposal of lighting equipment which is removed from service shall be the sole responsibility of the Customer. The Customer understands and agrees that the lighting equipment removed from service shall 1) not be sold, transferred, conveyed or assigned and 2) not be installed in other facilities.

INITIAL HERE

4. Indemnification and Limitation of National Grid's Liability

The Customer shall indemnify, defend and hold harmless National Grid, its affiliates and their respective contractors, officers, directors, employees, and agents from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity)(collectively, "Loss") arising out of, resulting from, or related to the Customer's participation in the Program except to the extent such Loss is caused by the negligence of National Grid. The provisions of this section shall survive the termination, cancellation or completion of the Customer's participation in the Program under this Agreement. To the fullest extent allowed by law, National Grid's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives to the Customer in accordance with this Agreement and the program materials, and National Grid and its affiliates and their respective contractors, officers, directors, employees and agents, shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases National Grid and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim in connection with this Agreement or the Program.

5. No Warranties or Representations by National Grid

(a) NATIONAL GRID DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND NATIONAL GRID MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION WITH THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THIS AGREEMENT, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF NATIONAL GRID AND NATIONAL GRID MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.



Date: 10/6/2025 Application # 16295167

- (b) National Grid does not make any representations of any kind regarding the benefits or energy savings to be achieved by the Measures or the adequacy or safety of the Measures.
- (c) Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not National Grid)) for all aspects of the Measures and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed.

(d) INITIAL HERE

6. Access to Property

- (a) Upon completion of the project, Customer will provide National Grid and/or RPA reasonable access to Customer's facility during normal business hours to perform a post-installation inspection of the installed Measures to determine whether Program conditions have been met.
- (b) The Customer shall further allow National Grid and/or RPA to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance written notice by National Grid and at a time mutually agreed to and convenient to the Customer.

7. Customer incentive

- a. Customer provides RPA with:
- 1. Certification of Installation program document signed by Customer or its representative;
- 2. Copies of all Invoices from its Contractor listing the total cost of the project;
- 3. Copies of all permits/permit applications that may be required by law for the installation
- b. Upon receipt of documentation listed above, the RPA will conduct post inspection of the Customer's facility and verify that the installed measures match those Measures identified in the Energy Savings Plan referenced in Section 1 above. Any discrepancies between the installed measures and the Measures identified in the Energy Savings Plan will result in an adjustment to the payment by National Grid.
- c. In the event that the amount above exceeds the amounts provided in the invoices, the Customer understands and agrees that National Grid reserves the right to pay up to but no greater than the amount provided in the invoices.

8. Customer Contribution

The Customer shall pay their share of the project cost, a contribution not to exceed \$	5.789.06	directly to the installation contractor
designated by the customer.	includes	s 10% lump sum discount
If the Customer is choosing not to finance their portion of the project cost, please che	ck the approp	riate option below:

	Customer will receive an incentive check (customer has paid contractor in full)
X	Contractor will receive an incentive check (customer has paid their portion to contractor)

9. Participation in Other Energy Efficiency Programs

The Customer agrees that the Measures to be installed referenced in Section 2 above are not eligible for incentives from other Energy Efficiency programs, specifically including any incentives paid directly by National Grid to distributors and/or suppliers of any LED screw-in or linear fluorescent lamps to be installed.

Customer Consent: Customer of National Grid agrees and authorizes the utility's sharing of the participant-customer's information and/ or project-level information with New York State Department of Public Service Staff and NYSERDA, including its agents or authorized representatives, consistent with NYSERDA's New York State Public Service Commission and statutorily authorized responsibilities, including, but not limited to supporting market development initiatives, and other evaluation and measurement activities. (For clarity, the term project level includes the information based on the scope of the project, including, but not limited to, aggregated and anonymized whole building, building or subsets of the project.)



Date: 10/6/2025

Application # 16295167

10. General Provisions

Accepted and Agreed:

This Agreement does not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the state of New York. In the event of any conflict or inconsistency between this Agreement and any program materials, this Agreement shall be controlling. There shall be no amendment to this Agreement or any program materials unless such is made by National Grid.

11. Authorized Signature of Customer

By signing below, the Customer agrees that the Customer has read, understands and agrees to the terms and conditions set forth above in this Agreement, and has the authority to commit to the obligations of this agreement.

Customer:

Sign:______

Print:_____

Date:_____

Incorporated _____ Not Incorporated ______

If Not Incorporated, Federal ID #_____



Andrew Netto
Project Developer
315-955-5631
anetto@therisegroupinc.com

Village of So Glens Falls 116 Saratoga Ave South Glens Falls NY, 12803 (LED Lighting Retrofit)

Financial Summa	ary	
Total Project Cost		\$5,722.21
Estimated Utility Electric Incentive	\$	(5,722.21)
Customer Net Cost		(\$0.00)
Estimated Electric Cost Savings Annually		\$2,656.32
Estimated Maintenance Savings Annually		\$189.82
Total Estimated Savings Annually		\$2,846.14
Return on Investment (ROI)		N/A
Simple Payback in Years		0.0

Annual Ener	gy Savings	Lifetime Pollution	on Savings
kW Reduction	4.4	CO2 Reduction (lbs)	14,096
		Nox Reduction (lbs)	15
kWh Reduction	17,708.8	SO2 Reduction (lbs)	39

Choose from 6 convenient payment options.

On Bill Fina	ancing		Brd Party Fin	ancing Optio	n a think a
Lump Sum Payment (w/Additional Discount)	12 Months (No Interest)	24 Months	36 Months	48 Months	60 Months
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Estimated Monthly Savings of \$237.18

Within the next 10 years, it is anticipated that the electrical savings from this project will generate \$28,461.40 in net cash through avoided energy & maintenance costs.

Date Prepared: 10/7/2025



ROOM SCHEDULE

Village of So Glens Falls 116 Saratoga Ave South Glens Falls NY 12803 Claude Middleton

	LOCATION		Đ	GSTING CON	DITIONS				PRO	POSED C	ONDITIONS				ENERGY	Y SAVINGS
=		Parties Date	Existing Fixture Type	Fixt. Qty	Exleting Hours	Wette	kW	www.	Proposed Fixture Type	Fibri Qty	Proposed Hours	Watte	kW	.NMs (**	- Silver Aprel
1	SAND POLE	Mt	320W PSMH FLOOD	1	4,380	368	0.368	1,612	LED AREA LIGHT- 90/120/150W 13,500/18,000/22,500 im	1	4,380	120	0.12	526	0.25	1,006
2	GARAGE	H6	6L4 T8 HL HIGH BAY W/OCC	21	4,630	224	4.704	21,780	RELAMP 6L4 T8 LED 13W, 5K	21	4,630	78	1,638	7,584	3.07	14,196
3	GARAGE	W2	2L4 T8 F32 LPF 4FT WRAP	4	4,630	52	0.208	963	RELAMP 2L4 T8 LED 13W, 5K	4	4,630	26	0.104	482	0.10	482
4	OFFICES	СЗ	3L4 T8 F28 LPF 2X4 TROFFER	9	3,013	68	0.594	1,790	RELAMP 3L4 T8 LED 13W, 5K	9	3,013	39	0,351	1,058	0.24	732
5	BREAK ROOM	C2	2L4 TB F28 LPF 2X4 ACRYLIC	4	3,013	44	0.176	530	RELAMP 2L4 TB LED 13W, 5K	4	3,013	26	0.104	313	0.07	217
8	GARAGE TASK	84	4L4 T8 F28 LPF 8FT IND	10	3,013	66	0.86	2,591	RELAMP 4L4 T8 LED 13W, 5K	10	3,013	52	0.52	1,567	0.34	1,024
7	UPSTAIRS STORAGE	82	2L4 T8 F28 LPF 4FT STRIP	1	500	44	0.044	22	RELAMP 2L4 T8 LED 13W, 5K	1	500	26	0,026	13	0.02	9
8	BACK STORAGE	52	2L4 T8 F28 LPF 4FT STRIP	6	500	44	0.264	132	RELAMP 2L4 T8 LED 13W, 5K	6	500	26	0.156	78	0.11	54
9	BACK STORAGE	H6	6L4 T8 HL HIGH BAY W/OCC	1	500	224	0.224	112	RELAMP 6L4 T8 LED 13W, 5K	1	500	78	0.078	39	0.15	73
10	MENS BATHROOM	81	2L4 T8 F28 LPF 4FT LINEAR	2	500	44	0.088	44	RELAMP 2L4 T8 LED 13W, 5K	2	500	26	0,052	26	0.04	18
11	MENS BATHROOM	D3	3L2 T8 F17 LPF 2X2 TROFFER	1	500	43	0.043	22	RELAMP 3L2 T8 LED 9W, 5K	1	500	27	0,027	14	0.02	8.
	TOTALS			60			7.6	29,597		60			3.2	11,688	44	17,200

NEW FIXTURE DESCRIPTION	FIXTURE	MANUFACTURER'S MODEL NUMBER	QTY
RELAMP 2L4 T8 LED 13W, 5K	C2	SEE LAMP DESCRIPTION	4
RELAMP 3L4 T8 LED 13W, 5K	C3	SEE LAMP DESCRIPTION	9
RELAMP 3L2 T8 LED 9W, 5K	D3	SEE LAMP DESCRIPTION	1
RELAMP 6L4 T8 LED 13W, 5K	Н6	SEE LAMP DESCRIPTION	22
LED AREA LIGHT- 90/120/150W 13,500/18,000/22,500 lm	M1	AREAFLD6AS150UNHDSC2ADJBZ	1
RELAMP 2L4 T8 LED 13W, 5K	S1	SEE LAMP DESCRIPTION	2 ·
RELAMP 2L4 T8 LED 13W, 5K	S2	SEE LAMP DESCRIPTION	7
RELAMP 4L4 T8 LED 13W, 5K	S4	SEE LAMP DESCRIPTION	10
RELAMP 2L4 T8 LED 13W, 5K	W2	SEE LAMP DESCRIPTION	4
LAMP DESCRIPTION			
4FT T8 LED 13W, 5K (PLUG & PLAY)		PHI 13T8/MAS/48-850/IF21/P/DIM 10/1	233
2FT T8 LED 9W, 5K (PLUG & PLAY)		PHI 8.9T8/MAS/48-840/IF16/P/DIM 10/1	3

.



CONTRACT

This contract is entered into between RISE Engineering and Customer for work as described below:

DATE	10/7/2025	
CUSTOMER	Village of So Glens Falls	
ATTENTION	Claude Middleton	
TELEPHONE	518-307-4640	Ext. 0
STREET ADDRESS	116 Saratoga Ave	
CITY, STATE AND ZIP CODE	South Glens Falls NY 12803	

RISE Engineering agrees to furnish Energy Efficient equipment as described in the RISE Engineering Proposal dated 10/07/2025.

Location:

Village of So Glens Falls

116 Saratoga Ave

South Glens Falls NY 12803

Project:

Village of So Glens Falls

MATERIALS \$ 5,722.21

Sales Tax EXEMPT \$
TOTAL DUE \$ 5,722.21

Less UTILITY Incentive \$ (5,722.21)

Customer Net Cost \$0.00

***INCENTIVES ARE ESTIMATED. PRIOR
TO APPROVING INCENTIVES, NATIONAL
GRID MUST CONDUCT AN INSPECTION
OF EXISTING SYSTEMS TO DETERMINE
ELIGIBILITY FOR THE PROPOSED
INCENTIVES. AGAIN, ALL INCENTIVES
ARE TO BE CONSIDERED ESTIMATES

UNTIL APPROVED BY NATIONAL GRID.***

*Sales tax will not be billed if a fully executed NYS ST-124 or ST-119.1 certificate is submitted at time of contract execution to RISE by the Customer.

The UTILITY Incentive payment will be assigned to RISE Engineering. The balance of \$0 will be payable to RISE Engineering Net 30 days upon completion.

- 1. Customer agrees to remit amount due in Full. Interest of 1% will be charged monthly on any unpaid balance after 30 days.
- 2. Any defect in materials will be remedied without charge and within a reasonable period of time.
- 3. In the absence of alternate arrangements, disposal of disabled materials is the responsibility of the Customer.
- 4. This contract is subject to Utility company approval of any Utility program incentives incorporated herein. All applicable Utility program incentives shall be assigned to RISE ENGINEERING.
- 5. Pricing is valid for 30 days from above date.

NOTE: THIS CONTRACT MAY BE WITHDRAWN BY US IF NOT EXECUTED WITHIN 30 DAYS.	AUTHORIZED SIGNATURE	DATE
	Cham Ist little	10/7/2025
Acceptance of Contract - The above prices, specifications and conditions are satisfactory and are hereby accepted. Payments will be made as	DATE OF ACCEPTANCE	
outlined above.	SIGNATURE	

Small Business Services: Customer Directed

Option (NF)-UNY

Questions? Call us at 1-844-276-7898

Energy Savings Plan

SUMMARY

Application Number: 16295225



Date: 10/6/2025

Customer Name: VILLAGE OF SO GLENS FALLS

App # 16295225

Account # 12140-12102

Save money on your electric bill by using energy more efficiently. And, through the power of action, you reduce greenhouse gases (CO2) annually by 19,480 pounds.

	Estimated Annual Savings (Energy)
Electric (kWh)	17,708.82
Gas (Therms)	0

	Estimated Annual Savings (Dollars)
Electric	\$2,550.07
Gas	\$0.00
Total	\$2,550.07

Your cost is reduced by a substantial incentive from National Grid.

	Base Project Cost	National Grid Incentive	Customer Contribution	
Electric	\$9,418.29	#5 7 00 01	\$3,695.08	
Gas	\$0.00	\$5,722.21	0	

Small Business Services: Customer Directed Option -

Energy Savings Plan

nationalgrid

Questions? Call us at 1-844-276-7898 Date:

10/6/2025

DETAIL

Application Number: 16295225

Customer Name:

VILLAGE OF SO GLENS FALLS

DBA Name:

S GLENS FALLS DPW

Address:

1 BEACH RD

City:

SOUTH GLENS FALLS

State and Zip:

NY 12803

Facility Square

Footage:

Application Number: 16295225

Account Number:

12140-12102

Telephone:

518-307-4640

Contact Name:

CLAUDE MIDDLETON

Inspector Name:

DAN SHEFFER

Audit Date:

10/06/2025

ECM Id	Site Location	ECM Code	ECM Description	Kit Type	Quantity	KW Savings	KWH Savings
2938106	Light Pole	LEDHWE	LED-HW Exterior	Prescriptive Lighting	1	0.28	1,204.50
2938109	Garage ·	LEDHWI	LED-HW Interior	Prescriptive Lighting	21	3.02	14,001.12
2938110	Garage	LEDHWI	LED-HW Interior	Prescriptive Lighting	4	0.10	481.52
2938112	Offices	LEDHWI	LED-HW Interior	Prescriptive Lighting	9	0.33	1,003.33
2938113	Break Room	LEDHWI	LED-HW Interior	Prescriptive Lighting	4	0.10	313.35
2938116	Garage Task	LEDHWI	LED-HW Interior	Prescriptive Lighting	10	0.46	460.00
2938119	Lines 7 8	LEDHWI	LED-HW Interior	Prescriptive Lighting	7	0.18	91.00
2938121	Back Storage	LEDHWI	LED-HW Interior	Prescriptive Lighting	1	0.14	72.00
2938123	Mens Bathroom	LEDHWI	LED-HW Interior	Prescriptive Lighting	2	0.05	52.00
2938125	Mens Bathroom	LEDHWI	LED-HW Interior	Prescriptive Lighting	1	0.03	30.00
Total					4.71	17,708.82	



Date: 10/6/2025

Application # 16295225

Customer Name: VILLAGE OF SO GLENS FALLS

Address: 1 BEACH RD

City, State, Zip: SOUTH GLENS FALLS, NY 12803

Electric Account: 12140-12102

CDO Vendor: Rise Engineering

Application Date: 10/06/2025

CDO RPA: TRC ENGINEERS INC

Application #: 16295225

SMALL BUSINESS PROGRAM CUSTOMER DIRECTED OPTION AGREEMENT

Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid") is offering an energy efficiency program ("Program") to certain commercial and industrial customers ("Customer") with an average monthly demand less than or equal to 250 kW. Under the Program, National Grid is offering to pay a portion of the cost of installing certain energy efficiency upgrades ("Incentives") at the facilities of eligible Customers as described in Section 7 below. Customer shall hire and use its own installation contractor ("Contractor") to install the energy efficiency measures ("Measures") at the Customer's facility (referred to herein as the "Customer Directed Option"). Measure installations must be completed within the calendar year.

The terms and conditions set forth below shall govern the Program and installation of the Measures and shall apply to the Customers that select this Customer Directed Option under this agreement (the "Agreement").

1. Proposed Measures

National Grid has used its independent Regional Program Administrator ("RPA") to conduct a pre-retrofit inspection of the Customer's facility based on an initial proposal provided by Customer and its Contractor. Customer has been provided with an Energy Savings Plan developed by the RPA which includes Measures to be installed and the Incentive which shall be paid to the Customer by National Grid after the Measures are installed by the Customer's Contractor and verified by National Grid and/or the RPA.

2. Measures to be Installed/Standards for Equipment

The Customer shall install, or cause to be installed, at Customer's facility the Measures described in the Energy Savings Plan. The Customer agrees that all equipment to be installed will meet applicable National Grid standards, a copy of which is available upon request by the Customer and/or its Contractor. The Customer shall make a commercially reasonable good faith effort to have the Measures installed within sixty (60) days of Customer signing this Agreement.

3. Requirements for Equipment Removal and Disposal

The Customer is responsible for disconnecting and permanently disabling (i.e., making unfit for use) all lighting equipment, including lamps, which shall be replaced pursuant to this Agreement. The Customer understands and agrees that disposal of lighting equipment which is removed from service shall be the sole responsibility of the Customer. The Customer understands and agrees that the lighting equipment removed from service shall 1) not be sold, transferred, conveyed or assigned and 2) not be installed in other facilities.

INITIAL HERE

4. Indemnification and Limitation of National Grid's Liability

The Customer shall indemnify, defend and hold harmless National Grid, its affiliates and their respective contractors, officers, directors, employees, and agents from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity)(collectively, "Loss") arising out of, resulting from, or related to the Customer's participation in the Program except to the extent such Loss is caused by the negligence of National Grid. The provisions of this section shall survive the termination, cancellation or completion of the Customer's participation in the Program under this Agreement. To the fullest extent allowed by law, National Grid's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives to the Customer in accordance with this Agreement and the program materials, and National Grid and its affiliates and their respective contractors, officers, directors, employees and agents, shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases National Grid and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim in connection with this Agreement or the Program.

5. No Warranties or Representations by National Grid

(a) NATIONAL GRID DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND NATIONAL GRID MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION WITH THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THIS AGREEMENT, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF NATIONAL GRID AND NATIONAL GRID MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.



Date: 10/6/2025 Application # 16295225

- (b) National Grid does not make any representations of any kind regarding the benefits or energy savings to be achieved by the Measures or the adequacy or safety of the Measures.
- (c) Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not National Grid)) for all aspects of the Measures and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed.

(d) INITIAL HERE

6. Access to Property

- (a) Upon completion of the project, Customer will provide National Grid and/or RPA reasonable access to Customer's facility during normal business hours to perform a post-installation inspection of the installed Measures to determine whether Program conditions have been met
- (b) The Customer shall further allow National Grid and/or RPA to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance written notice by National Grid and at a time mutually agreed to and convenient to the Customer.

7. Customer Incentive

National Grid agrees to provide an incentive to the Customer in the amount up to but no more than \$ 5,722.21 after the installation is complete and the following conditions are met:

- a. Customer provides RPA with:
- 1. Certification of Installation program document signed by Customer or its representative;
- 2. Copies of all Invoices from its Contractor listing the total cost of the project;
- 3. Copies of all permits/permit applications that may be required by law for the installation
- b. Upon receipt of documentation listed above, the RPA will conduct post inspection of the Customer's facility and verify that the installed measures match those Measures identified in the Energy Savings Plan referenced in Section 1 above. Any discrepancies between the installed measures and the Measures identified in the Energy Savings Plan will result in an adjustment to the payment by National Grid.
- c. In the event that the amount above exceeds the amounts provided in the invoices, the Customer understands and agrees that National Grid reserves the right to pay up to but no greater than the amount provided in the invoices.

8. Customer Contribution

The	Customer shall pay their share of the project cost, a contribution not to exceed \$	3,695.08	directly to the installation contractor					
desi	ignated by the customer.	includes 10% lump sum discount						
If the Customer is choosing not to finance their portion of the project cost, please check the appropriate option below:								
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X	Contractor will receive an incentive check (customer has paid their portion to	contractor)						

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The Customer agrees that the Measures to be installed referenced in Section 2 above are not eligible for incentives from other Energy Efficiency programs, specifically including any incentives paid directly by National Grid to distributors and/or suppliers of any LED screw-in or linear fluorescent lamps to be installed.

Customer Consent: Customer of National Grid agrees and authorizes the utility's sharing of the participant-customer's information and/ or project-level information with New York State Department of Public Service Staff and NYSERDA, including its agents or authorized representatives, consistent with NYSERDA's New York State Public Service Commission and statutorily authorized responsibilities, including, but not limited to supporting market development initiatives, and other evaluation and measurement activities. (For clarity, the term project level includes the information based on the scope of the project, including, but not limited to, aggregated and anonymized whole building or subsets of the project.)



Date: 10/6/2025

Application # 16295225

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11. Authorized Signature of Customer

By signing below, the Customer agrees that the Customer has read, understands and agrees to the terms and conditions set forth above in this Agreement, and has the authority to commit to the obligations of this agreement.

Accepted and Agreed:

Customer:

Sign:_______

Print:______

Date:______

Incorporated ______ Not Incorporated ______