



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

FIRE DEPARTMENT ROUND TABLE 6:00 PM  
PUBLIC MEETING 7:00 PM  
December 20, 2023  
MAYOR NICHOLAS BODKIN PRESIDING

Agenda

**Public Forum**

1. Grant Projects Update
  - a. Carbon Filtration
  - b. GIGP

2. Transfers

12/20/2023			
A 1990.400	A 1430.405	\$1,300.00	NON UNION LABOR ATTORNEY
A 1640.410	A 1640.415	\$75.65	DPW BACKGROUND CHECKS

3. Motion to Approve the Bills and Payroll as Audited
  - a. General - \$28,829.59
  - b. Water - \$4,771.07
  - c. Sewer - \$1,746.17
  - d. Payroll
    - i. 12/13/23 - \$25,173.27
    - ii. 12/20/23 - \$23,851.31
4. Minutes (12/06/23)
5. Motion to allow the Mayor to sign agreement for Positive Pay at GFNB
6. Empire Safety membership
7. Ferry Blvd Infrastructure/Water Quality
8. Motion to accept resignation of Patrolman Gailor
9. Old Business
  - a. Bridge Lighting
10. New Business
  - a. Farmer's Market Discussion
  - b. Rebuilding Together Saratoga County Support Letter



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11. Trustee Reports

12. Mayor's Report

13. Executive Session: PD new hires, Jersen Claim, Property Complaint, and PBA Contract



# Empire State Safety Association (ESSA)

## Membership Invoice

<b>Individual, Municipality or Company Name:</b> <u>Village of South Glens Falls</u>
<b>Address:</b> <u>46 Saratoga Avenue South Glens Falls, NY 12803</u>
<b>Contact Person/Primary Member Name:</b> <u>Nicholas Bodkin</u>
<b>Contact Person/Primary Member Email:</b> <u>mayor@sgfny.com</u>
<b>Contact Person/Primary Member Phone:</b> <u>518-793-1455</u>

This ESSA membership includes multiple employees within the member organization. Please list below additional employees to be added to the email list to receive ESSA information, safety briefs and newsletters.

<b>Name:</b> <u>Samantha Berg</u>	<b>Email:</b> <u>clerktreasurer@sgfny.com</u>
<b>Name:</b> <u>TJ Chagnon</u>	<b>Email:</b> <u>dpwchagnon@sgfny.com</u>
<b>Name:</b> _____	<b>Email:</b> _____

## DUES

The membership dues cover the period of January 1, 2024 to December 31, 2024.

FEIN 84-2725496 W-9 available upon request.

### Select ONE

<b>MUNICIPAL MEMBERSHIP</b> (per municipality)	\$60.00	<input checked="" type="checkbox"/>
<b>NON-MUNICIPAL MEMBER</b> (per company)	\$120.00	<input type="checkbox"/>

**Kindly attach check payable to "ESSA"**  
**return with this form in an envelope addressed as below to:**

**Melissa Turner, ESSA Treasurer**  
c/o Oswego County Human Resources Department  
46 East Bridge Street  
Oswego, NY 13126

Questions: [empirestatesafetyassoc@gmail.com](mailto:empirestatesafetyassoc@gmail.com)

# Glens Falls National Bank and Trust Company

## Positive Pay Service Agreement

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This Agreement, dated as of \_\_\_\_\_, is by and between Glens Falls National Bank and Trust Company, with its primary offices located at 250 Glen Street, Glens Falls, NY 12801 (hereafter referred to as “Bank”) and \_\_\_\_\_, with its primary offices located at \_\_\_\_\_ (hereafter referred to as “Customer”). This Agreement describes the terms and conditions by which the Bank provides Positive Pay services (“Services”) to the Customer. In consideration of the mutual promises set forth below, the parties agree as follows:

### DESCRIPTION OF SERVICE

Positive Pay is a fee-based service provided to Customers who will import an electronic issue file that details the checks issued on their account(s) (“Issue File”). The Bank performs a comparison of checks presented for payment against the checks in the Issue File. Presented checks that do not match the Issue File will be identified as “Exceptions” and will be made available to the customer through Business Online Banking. The Customer will be responsible for providing a payment decision through Business Online Banking by the cutoff time established by the Terms of this Agreement.

### TERMS OF SERVICE

#### 1.0 Issue File

The Customer will import an electronic Issue File through Business Online Banking in a predetermined format.

##### 1.1 Format

The Customer is solely responsible for the creation of the Issue File, including the cost of any programming provided by third parties.

##### 1.2 Timing

It’s recommended that the Issue File be imported through Business Online Banking by 6:00pm on the day prior to the date of issue.

##### 1.3 Method of Transmission

The Customer will import its Issue Files using Business Online Banking. A separate agreement is required for this service.

#### 2.0 Positive Pay Exceptions

The Bank will notify the Customer of exceptions through Business Online Banking. The Bank will make exceptions available to the Customer by the opening of business on the first business day following presentation of the check(s). Checks that are presented in person to a Bank Teller will be subject to verification against the Issue File. Exceptions will not be honored and the presenter will be referred back to the Customer.

##### 2.1 Exception Handling

The Customer will review the Exceptions through Business Online Banking. Payment decisions must be made and submitted no later than 11:00am the same day the exceptions are made available to the Customer. **IF THE CUSTOMER DOES NOT PROVIDE THE BANK WITH A PAYMENT DECISION WITHIN THE ESTABLISHED TIME FRAME, THE BANK WILL RETURN THE ITEM AS UNPAID.**

# Glens Falls National Bank and Trust Company

## Positive Pay Service Agreement

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### 2.2 Exception Reasons

A Presented Check which does not match the check number, payee, and exact amount of the Item provided in the Issue File will be identified by the Bank as an "Exception Item" subject to further review. Note: Handwritten checks will cause increased exceptions based on payee verification.

Company has total responsibility for matching check number, payee, and amount of the check as provided by Company in the Issue File.

### 2.3 Overdrawn Checks

Checks that are not exceptions but overdraw the account may or may not be paid by the Bank. The Customer will not be contacted regarding overdrawn checks.

### 2.4 Checks Presented to a Bank Teller

Checks that are presented in person to a teller at any Bank office for immediate payment will be negotiated only if they are a valid issue and are not considered to be Exceptions. The Customer may be contacted if a check is presented as an Exception for a payment decision. If the Customer is not contacted, the check(s) will not be negotiated. The presenter will be referred to the Customer for explanation and may be informed that a Positive Pay Exception was identified.

## 3.0 Non-Check Items

Company agrees and understands that the Services apply only to MICR encoded paper checks. The Services and this Services Agreement shall not apply to any electronic funds transfer (EFT), Automated Clearing House (ACH) transaction, or check that has been converted to an ACH transaction.

## 4.0 Security

### 4.1 Purpose

Customer and Bank shall comply with the security procedure requirements described herein with respect to files and emails transmitted by the Customer to the Bank. The Customer acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in the transmission or content of a file. The Customer is responsible for errors in transmission or content of any file or email and is responsible for maintenance of security procedures set forth in this Agreement.

### 4.2 Customer Responsibilities

The Customer is strictly responsible to establish and maintain procedures to safeguard against unauthorized or incorrect transmissions. Customer warrants that no individual will be allowed to initiate file transfer or send payment decisions in the absence of proper Customer supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logons, passwords, codes, security devices and related instructions provided by the Bank in connection with these security procedures for the access rights granted.

**If Customer believes or suspects that any such information or instructions have been discovered or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation.**

# Glens Falls National Bank and Trust Company

## Positive Pay Service Agreement

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The occurrence of such unauthorized access will not affect any files or decisions received in good faith by Bank prior to receipt of such notification. The Bank will attempt to prevent unauthorized payment decisions or actions if changes are made thereafter.

### 4.3 Security Procedures – Business Online Banking

The Bank grants access to Business Online Banking, as defined in any pertinent Business Online Banking User Agreement, to perform file transfers and payment decisions. The Customer agrees to establish security standards and policies that include proper safeguards to protect the confidentiality of all login IDs, passwords and other authentication identifiers that are assigned to or chosen by the Customer for initiating file transfer using this system. Any file received using a valid combination of a login ID and password will be considered authentic, valid and binding by the Customer and Bank. With regard to Internet use, the Customer warrants and agrees:

- (a) That each file has been imported in a manner which employs a commercially reasonable fraudulent transaction detection system.
- (b) That the Customer has established to its own satisfaction in a commercially reasonable manner the identity of the person importing a file.
- (c) That the Customer has established a secure Internet environment using commercially reasonable industry standard security technology providing a level of security that, at a minimum, is equivalent to 128-bit encryption technology.
- (d) That the Customer will conduct an annual audit to ensure that all information it receives and sends is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering, damage, unauthorized use and access; (2) personnel and control to ensure security as provided herein; and (3) network and communication security to ensure security as provided herein. The audit will be made available to Bank upon its request.

### 4.4 Compromise of Information

***If the Customer suspects or believes that any such information has been compromised, or that unauthorized files have been imported via the Service, it shall immediately call the Electronic Banking Department at 800-246-2415. Hours: Monday through Friday 8:00am to 6:00pm and Saturday 9:00am to 1:00p.m.***

### 4.5 Liability

The Bank shall not be liable for any damages whatsoever arising from or caused by the Customer's failure to comply with these provisions. Furthermore, the Bank will not be liable for any damages arising from or caused by any third parties, other than those damages directly arising from the gross negligence or willful misconduct of its employees after the Bank had obtained actual knowledge that an entry, payment or transfer was being placed in effect by a person without authority. In no event shall the Bank be liable for consequential damages. The Customer shall be solely liable for any losses arising from, through or as a result of its establishment or use of its security standards, policies and/or safeguards. Any unauthorized payment shall be presumed to have been caused by the Customer's lack of care in the establishment or use of such security standards, policies and/or safeguards.

# Glens Falls National Bank and Trust Company

## Positive Pay Service Agreement

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### **5.0 Recording and Use of Communications**

Customer and Bank agree that all telephone conversations, emails or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

### **6.0 Assignment of Authorized Accounts**

Under Schedule A of this Agreement the Customer will detail a list of accounts to be used for Positive Pay. These accounts will remain authorized until the Customer provides the Bank a revised and fully executed Schedule A.

### **7.0 Liability**

#### **7.1 Indemnification**

The Customer agrees at all times to keep safe, indemnify and hold the Bank harmless: (i) from any claim, loss, action, damage, expense (including, but not limited to attorney's fees and court costs), litigation or liability resulting from any act or omission in connection with this Agreement or the Services or the Bank's endorsement on the Customer's behalf of any item of payment or warranty thereof, unless directly caused by the Bank's gross negligence or willful misconduct; and (ii) against all actions, proceedings, claims, demands, losses, outlays, damages or expenses, including legal expenses and reasonable attorney's fees, which the Bank may incur in defending, prosecuting, settling or discontinuing any proceedings, actions or claims in consequence of or arising directly or indirectly out of this Agreement, the services hereunder, the Bank's endorsement on the Customer's behalf, or warranty, of any item of payment. This section shall survive termination of this Agreement.

The Bank's responsibility hereunder is limited to the exercise of ordinary care in the performance of services. The Customer hereby agrees that, unless resulting directly from the Bank's gross negligence or willful misconduct, the Bank will not be liable for any loss whatsoever including, without limitation, damage suffered by the Customer or any other person or entity in connection with this Agreement or the Services, or the Bank's or its agent's inability to render the Services due to natural or man-made disaster, power or equipment failure, severe weather condition, war, terrorists acts, emergency conditions, legal or government constraints or its use of any correspondent or agent, or any other cause beyond the Bank's reasonable control. In no event shall the Bank be liable for consequential damages.

### **8.0 Termination of Services**

This Agreement shall remain effective until it is terminated as detailed below.

#### **8.1. Termination by the Customer**

Customer may terminate this Agreement at any time. Such termination shall be effective within five (5) business days following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice.

#### **8.2 Termination by the Bank**

Bank reserves the right to terminate this Agreement at any time. Termination is immediate by providing written notice of such termination to Customer via email and / or first-class mail, both of which shall be effective upon mailing. Reasons for termination may include but are not limited to: willful misconduct by the Customer or its agents, a breach of security, or unauthorized activity involving the account. The Bank is not required to have a reason for termination or provide any reason to the Customer.

# Glens Falls National Bank and Trust Company

## Positive Pay Service Agreement

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Termination of Services does not nullify any obligations set forth prior to termination, including indemnification of the Bank while acting on the Customer's behalf.

### **9.0 Fees**

The Customer shall pay the Bank the charges for the Services provided in connection with this Agreement as detailed in Schedule B. These charges will be auto-debited from the Account monthly from the designated fee account. All fees and services are subject to change upon twenty-one (21) calendar days prior written notice from the Bank to the Customer. Such charges do not include, and Customer shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the Agreement between Bank and Customer.

### **10.0 Amendments**

From time to time Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon notice when required to Customer or such later date as may be stated in Bank's notice to Customer, which shall be provided via email or first-class mail.

### **11.0 Records**

All forms of electronic media, entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

### **12.0 Cooperation in Loss Recovery Efforts**

In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the Services provided under this Agreement, Bank and Customer will undertake reasonable effort to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to refund or elects to pursue against a third party.

### **13.0 Entire Agreement**

This Agreement (including the Schedules attached hereto), together with the Account Agreement and Online Banking Service Agreement, are the complete and exclusive statement of the agreement between Bank and Customer with respect to the subject matter hereof and supersede any prior agreement(s) between Bank and Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement, the rules, or the security procedures or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.



# Glens Falls National Bank and Trust Company

## Positive Pay Service Agreement

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### **14.0 Non-Assignment**

Customer may not assign this Agreement or any of the rights or duties hereunder to any person, whether resulting from transfer, merger, consolidation, sale or other business arrangement, without Bank's prior written consent. If there is a change in ownership, Customer must notify the Bank immediately.

### **15.0 Waiver**

Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify the terms of this Agreement.

### **16.0 Binding Agreement and Benefit**

This Agreement shall be binding upon the parties hereto and their respective legal representatives. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Customer hereunder.

### **17.0 Headings**

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

### **18.0 Severability**

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

### **19.0 Governing Law**

This Agreement shall be governed by the laws of New York State and by applicable federal law. The Customer submits to the jurisdiction of the state courts located in Warren County of the State of New York and the United States District Court for the Northern District of New York, without prejudice to the Bank's right to bring an action in any other forum. The Customer waives personal service of process and consents to service of process by certified or registered mail, return receipt requested, directed to the Customer at its address set forth in the records of the Bank. The Customer waives trial by jury in any proceeding brought by either party involving, directly or indirectly, any matter in any way arising out of, related to, or connected with, this Agreement, and the Customer also waives any objection based on forum non-conveniences, improper venue or personal jurisdiction, for any proceeding brought in any federal or state court located in the State of New York.

### **20.0 Limitation of Claims**

No suit, action, or claim, regardless of form, arising out of this Agreement shall be brought by Customer more than six months after any such cause of action or claim shall have occurred.

# Glens Falls National Bank and Trust Company

## Positive Pay Service Agreement

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### 21.0 Relationship

Nothing herein shall be construed as constituting a partnership, joint venture or other agency relationship between the Customer and the Bank. The Bank shall be the customer's depository agent.

*By signing below both parties agree to the terms and conditions detailed above. The Customer representative verifies he or she is authorized by Corporate Resolution within the Business Online Banking User Agreement to enter into this Agreement on behalf of the Customer.*

**Financial Institution:**

**Company Name:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Glens Falls National Bank and Trust Company

## Positive Pay Service Agreement

**SCHEDULE A: POSITIVE PAY - CUSTOMER SPECIFIC TERMS**

**NEW**   
  **TERMINATE ALL POSITIVE PAY SERVICES**   
  **UPDATE:**   
  **COMPANY INFORMATION**   
  **BILLING OPTIONS**   
  **ACCOUNT INFORMATION**

Company Name:

Customer TIN:

Customer Key:

Billing Options:

Account to charge\*:

\*If billing option is "charge", please indicate specific account number to charge in coordinating field.

The Primary Administrator will be granted the below access and is responsible for designating authorized users, limits and entitlements within Business Online Banking.

Action	Account #	Account Name

*By signing below both parties agree to the terms and conditions detailed above. The Customer representative must be authorized by Corporate Resolution within the Business Online Banking User Agreement to enter into this Agreement on behalf of the Customer.*

**Financial Institution:**

**Company Name:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Cash Management Verification: \_\_\_\_\_

# Glens Falls National Bank and Trust Company

## Positive Pay Service Agreement

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### SCHEDULE B: POSITIVE PAY FEE SCHEDULE

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#### SERVICE FEES

**Positive Pay Service Fee:** \$20.00 per account per month

**\*Positive Pay and Full Account Reconciliation Service Fee:** \$35.00 per account per month

**\*Separate Account Recon Addendum required**

Fees associated with this Positive Pay Agreement are subject to change at the Bank's discretion at any and all times. The Bank will evaluate the fee(s) for these Services minimally on an annual basis. Notice of such change will be provided in accordance with Section 10.0 FEES of this Agreement.

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

**Regular Village Board Meeting**

**MAYOR NICHOLAS BODKIN PRESIDING**

**Minutes**

**Attendance:**

Mayor Bodkin  
Trustee Gutheil  
Trustee Carota  
Trustee Girard  
Trustee Orlow  
Counsel William Nikas

Matthew Espey  
TJ Chagnon  
Chief Gifford  
Kevin Ostrander  
Jim  
U  
Alan Dubois  
Dennis Davall  
Nick  
Payus  
R2D2  
Kevin Gallagher  
Paula Gallagher  
Cheryl Lawyer  
Tim Pease  
Bruce Lant  
Colleen Corcoran  
Xiaomei Wang  
Joanne Schaefer

The Mayor opens the meeting at 7:00PM.

**Public Forum:**

- a. Dennis Davall asked the Board if there is anything new on the recent dog attack. The Mayor provided he is unaware of anything new for that particular case but the Town of Moreau has hired a Dog Control Officer. Dennis Davall asked about the Police Department hiring more Officers, the Mayor provided the Village is actively reaching out to applicants from the most recent civil service list. Another resident had questions regarding Police coverage and how many Officer positions are open, The Chief provided they are down two full-time Officers and possibly one part timer Officer
1. **22 Main Street, request to waive demolition permit fee:** Kevin Ostrander provided the owner of 22 Main St is working on the demolition and clean up of the property. They now

are in the contract phase and the owner is asking the Board if it is possible to waive permit fee. Counsel provided it is an unconstitutional gift to waive the fee. Xiaomei Wang provided she may incur up to \$50,000 for demolition and cleanup. Trustee Gutheil said he respects counsel's opinion, he is disappointed that the building is not cleaned up yet, the fire happened on May 14th. Kevin Ostrander provided the owner was not given her property until October to be able to remediate and has been actively trying to do so since. Kevin Ostrander and Trustee Gutheil discussed the timeline of events for remediating the property. The Mayor thanked Xiaomei Wang for coming and the Board is unable to waive the fee. Xiamoei Wang provided she is trying her best to remediate the property. Trustee Gutheil sympathizes for the property owner and said he cannot imagine going through something like this and asked when the Village can anticipate the property being cleaned up. Kevin Ostrander provided once the contract is all set it could take about 10 days. TJ Chagnon asked to have the contractor reach out to him. Counsel asked why would the contractor not advance the permit fee and start remediation. Kevin Ostrander provided he is unsure and will put him in touch with the contractor.

## 2. Grant Projects Update

a. **Carbon Filtration:** Counsel provided his understanding is two claims have been filed and Jersen has given three offers, the Board needs to make a decision. Trustee Girard asked who stopped the contractor from doing work, the Mayor provided the Village did not and maybe the contractor decided to stop. Trustee Gutheil provided the job should have stopped when the defects were first discovered and there should be heating units in the building by now. This item will be tabled for the Executive Session.

b. **GIGP:** TJ Chagnon provided he met with Ferguson and they are planning on putting in a conex box. They are also planning on addressing residents who already have meters around January. Trustee Gutheil asked about when a letter addressing the meters will be sent out. The Mayor said the Village will have to have a meeting to discuss the letter. Trustee Gutheil thought a letter would have gone out by now. The Mayor provided he emailed his most recent communication with the engineers. TJ Chagnon provided 120 Water is also progressing, they will need service locations and date built of the homes. TJ Chagnon provided more information on 120 Water's project. A resident provided his concern with the lack of communication with the public and people coming to knock on their door. TJ Chagnon said there will be phone calls and setting up appointments to make it known when they will do work.

3. **Transfers:** **Motion #120623-1** to approve transfers as presented: Trustee Orlow motioned, Trustee Carota seconded. All in favor, except for Trustee Gutheil who abstained. Motion passed.

**Discussion:** Trustee Gutheil asked about closing on the bond and the Mayor said the final paperwork is coming out in a few days. Trustee Girard asked why more money was borrowed than needed. The Mayor said EFC did not allow the Village to choose the amount borrowed. Trustee Gutheil believes we were told we could change the amount of financing up to the date of closing. The Board further discussed financing and note interest for the Village's current projects. Trustee Gutheil asked why we are not closing on a zero interest loan.

A 1640.407	A 1640.200	\$4,228.00	MOVE HOIST EXPENSE TO EQUIPMENT LINE
A 1990.400	A 1910.400	\$140.90	INSURANCE CONTRACTUAL
FX 1990.400	FX 9730.700	\$1,896.26	NOTE INTEREST

4. **Motion #120623-2** to approve the bills and payroll as audited, pulling the NYS retirement and CPA vouchers. Trustee Orlow motioned, Trustee Carota seconded. All in favor except for Trustee Gutheil who abstained. Motion passed.

Discussion: Trustee Gutheil asked about the retirement plan payment and receiving a discount, he believes not paying early and investing the money is more beneficial. Trustee Gutheil asked about voucher #489 he believes the invoice does not agree with the contract. Trustee Girard and Gutheil would like the CPA voucher to be itemized. The Board would like to use funds from FX8310.411 for voucher #24000476, water tank inspection.

- a. **General - \$249,961.00**
  - i. **(\$25.00 - Chamber application) - \$249,936.00**
- b. **Water - \$18,303.52**
- c. **Sewer - \$33,979.75**
- d. **Payroll**
  - i. **11/22/23 - \$23,036.18**
  - ii. **11/29/23 - \$5,729.83, \$25,691.58**
  - iii. **12/06/23 - \$23,233.27**

5. **Minutes (11/15/23): Motion #120623-3** to approve the 11/15/2023 minutes as presented, noting clarification on the executive items. Trustee Carota motioned, Trustee Orlow seconded. All in favor, motion passed.

Discussion: Trustee Gutheil believes the minutes need more explanation in discussion, specifically the discussion regarding WIIA financing. He also does not approve the items listed for Executive Session.

6. **Motion #120623-4** to table the approval of FastPay at GFNB. Trustee Girard motioned, Trustee Orlow seconded. All in favor except for the Mayor who abstained. Motion passed.

**Discussion:** The Mayor provided this is a security measure to prevent check fraud. Trustee Girard is concerned it is a third party and would like to have counsel review this, Trustee Gutheil agrees that counsel should review this.

7. **Health Insurance/Dental Insurance Renewal: Motion #120623-5** to renew Silver EX 8000, offer CDPHP Bronze 421HDEPO, offer MVP Silver 8HDEPO, MVP Bronze 6HDEPO. Subject to labor attorney review. Trustee Orlow motioned, Trustee Carota seconded. All in favor, motion passed.

**Discussion:** Trustee Girard asked if it is possible to go to MVP. The Mayor provided it has to be the same to or better to what we had prior. Trustee Gutheil believes the unions should be made aware of the potential change. The Mayor provided we typically offer several plans. Trustee Girard would like to meet with the broker to discuss the options. The Mayor provided there have been some issues with the dental insurance, Trustee Girard supports the change if the employees support it. Trustee Gutheil is okay with any plan that is compliant with the union contract. **Motion #120623-6** to continue offering current plans and Delta Dental Deluxe 300PPO in addition. Subject to labor attorney and

union approval. Trustee Orlow motioned, Trustee Carota seconded. All in favor, motion passed.

**8. Main Street Fire Properties:** The Board will further discuss this in the Executive Session.

**9. PD Server Replacement:** **Motion #120623-7** to approve the quote for new PD server and maintenance from StoredTech for \$20,636.86 from A1990.400 contingency fund. Trustee Carota motioned, Trustee Orlow seconded. All in favor, except for Trustee Gutheil who voted no.

**Discussion:** The Mayor provided the PD servers met the end of their life in October and presented quotes for a new server. Four Vendors were reached out to, two were no response and one would not provide a quote if another firm maintained them. Trustee Gutheil will not approve due to only receiving one quote. The Mayor provided we have solicited bids. He also provided the difficulty in having one firm maintain the server and another one provides the server itself. The Mayor and the Chief provided there are errors occurring now and it is important to take action as soon as possible. Trustee Gutheil would like to reach out to other firms.

**10. Ferry Blvd Infrastructure:** TJ Chagnon provided there have been issues with water/sewer on Ferry Blvd and flushing the hydrants is starting to not prevent the issue as well. He is recommending replacing the lines which is more of a long term fix. He proposed another process but it would only have a chance of being successful. He also suggested Baker Ave as being another road needing replacing of the lines. The length to replace would be 860 to 1,000 feet on Ferry Blvd and TJ Chagnon said they can do it in sections. TJ Chagnon further discussed the issue and how to remediate. Trustee Gutheil suggested having someone from Delaware assist in writing a grant or search for someone who could.

**11. Motion #120623-8** to accept and file DPW, PD, Building Inspector/Code Enforcement, and Animal Control Reports for the month of November. Trustee Carota motioned, Trustee Orlow seconded. All in favor, motion passed.

**Discussion:** The Mayor acknowledged Mr. Garnsey for his work on saving money for transmission repair.

**12. Old Business:**

- a. **Bridge Lights:** The Mayor said we will work with counsel on an RFP for bridge lighting
- b. Trustee Gutheil said we had a resignation for a Health Official and what are we going to do. The Mayor is reaching out to Doctor contacts to fill the position, he is also working on an exact position description to see what insurance coverage the position will have.

**13. New Business**

- a. **Parking Fines:** The Board received a memo regarding parking fines, no comments at this time.
- b. **Food Truck Laws:** The Mayor said counsel provided Hudson Falls code regarding Food Trucks.
- c. **Fire Department Contract:** This will be discussed in the Executive Session.
- d. **Water Tank:** The Board received a memo regarding the water tank, no comments at this time.



- e. **Property Maintenance Code:** The Board received a memo regarding property maintenance code, the Board will review and discuss at a later date.

**14. Trustee Reports**

- a. Trustee Gutheil said we received a miscellaneous revenue of \$9,985.88, landfill profit share.

**15. Mayor's Report:** No reports at this time.

- 16. Bruce Lant addressed the Board on behalf of the Fire Company regarding their contract and cleaning of the bathrooms at the firehouse. He also referenced a spreadsheet the Fire Company gave the Village of their future needs a few months ago, it is now \$400,000-\$500,000 short. He will be back with an updated spreadsheet.
- 17. **Motion #120623-9** to enter Executive Session at 8:41PM to cover carbon filtration, PBA contract negotiations, Fire Company contract, water tank potential damage and action, 156 Main St, and 22 Main St. Chief Gifford requested to address the Board and was invited into Executive Session. Trustee Carota motioned, Trustee Orlow seconded. All in favor, motion passed.
- 18. **Motion #120623-10** to adjourn Executive Session at 9:56PM and reopen the Public Session with no action taken. Trustee Carota motioned, Trustee Girard seconded. All in favor, motion passed.  
Trustee Orlow left at 9:15PM
- 19. **Motion #120623-11** to Authorize the Mayor to sign the Fire Company contract as reviewed by counsel. Trustee Carota motioned, Trustee Girard seconded. All in favor, motion passed.
- 20. **Motion #120623-12** to authorize the payment of \$82,000 as stated in the contract to the Fire Company upon execution of the contract. Trustee Carota motioned, Trustee Girard seconded. All in favor, motion passed.
- 21. **Motion #120623-13** to amend part time Police Officer pay rate to \$25 an hour effective January 1st 2024. Trustee Carota motioned, Trustee Girard seconded. All in favor, motion passed.  
Discussion: Trustee Gutheil stated the increase is to help with coverage shortage and attract more qualified candidates.
- 22. **Motion #120623-14** to adjourn tonight's meeting at 9:59PM. Trustee Carota motioned, Trustee Girard seconded.