



**PUBLIC MEETING**  
**7:00 PM Regular Session**  
**September 20, 2023**  
**MAYOR NICHOLAS BODKIN PRESIDING**

**Agenda**

**Moment of silence for Jimmy Hugh VanScoy**

**Public Forum**

1. Grant Projects Update
  - a. Carbon Filtration
    - i. Jersen response to Notice of Deficiency
  - b. GIGP
  - c. Short term financing principal payment due \$21,000.  
Motion to approve for principal loan payment for account 5406.
2. Motion to Approve the Bills as Audited
3. Mark Shaw - Stored Tech Server discussion
4. Authorize Mayor to Sign Tax Questionnaire
5. Post Issuance Tax Compliance Procedure and Policy- motion to approve policy.
6. PD Garage Man Door Repairs
7. Boiler Repairs - Water Treatment Plant.
8. Adirondack Water Works Conference
9. New Street ponding concerns. Please review Pictures and quotes for discussion.
10. Update of Local Laws:
  - a. Local Law #2 2023 Food Truck local law
  - b. Local Law #3 2023 Engine Brake Law
  - c. Local Law #4 2023 Parking Ticket Fee Law



11. Water Billing Charges - Pools
12. Old Business
  - a. Bridge Lighting
  - b. Attorney contract
13. New Business
14. Trustee Reports
15. Mayor's Report
16. Executive Session - Fire Department Contract

**VILLAGE OF SOUTH GLENS FALLS  
POST-ISSUANCE COMPLIANCE PROCEDURE AND POLICY  
FOR TAX-EXEMPT GOVERNMENTAL BONDS**

The Village of South Glens Falls, Saratoga County, New York (the “Village”) issues tax-exempt governmental bonds pursuant to the New York State Local Finance Law. As an issuer of tax-exempt governmental bonds, the Village is required by the terms of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated under the Code (the “Treasury Regulations”), to take certain actions subsequent to the issuance of such bonds to ensure the continuing tax-exempt status of such bonds. In addition, Section 6001 of the Code and Section 1.6001-1(a) of the Treasury Regulations impose record retention requirements on the Village with respect to its tax-exempt governmental bonds. This Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (this “Policy”) has been developed to ensure that the Village complies with its post-issuance obligations under applicable provisions of the Code and the Treasury Regulations.

1. Responsible Persons. The Village Treasurer of the Village of South Glens Falls (“Treasurer”) shall be the person primarily responsible for ensuring that the Village successfully carries out its post-issuance obligations under applicable provisions of the Code and the Treasury Regulations. The Treasurer shall be assisted by other Village staff and officials when appropriate. The Treasurer shall also be assisted in carrying out its post-issuance obligations by the following firms:

(a) Bond Counsel (the law firm primarily responsible for providing bond counsel services to the Village).

(b) Financial Advisor (the firm primarily responsible for providing financial advisory services to the Village).

(c) Paying Agent (the person, firm or Village official primarily responsible for providing paying agent services to the Village).

(d) Rebate Analyst (the firm primarily responsible for providing rebate analyst services to the Village).

The Treasurer shall be responsible for assigning post-issuance compliance responsibilities to other staff of the Village, Bond Counsel, the Financial Advisor, the Paying Agent and the Rebate Analyst. The Treasurer shall utilize such other professional service organizations as are necessary to ensure compliance with the post-issuance obligations of the Village. The Treasurer shall provide training and educational resources to Village staff who are responsible for ensuring compliance with any portion of the post-issuance requirements of this Policy.

2. Post-Issuance Compliance Actions. The Treasurer shall take the following post-issuance compliance actions or shall verify that the following post-issuance compliance

actions have been taken on behalf of the Village with respect to each issue of tax-exempt governmental bonds:

(a) The Treasurer shall prepare a transcript of principal documents (this action will be the primary responsibility of Bond Counsel).

(b) The Treasurer shall confirm that the Supervisor of the Village has filed with the Internal Revenue Service (the "IRS"), within the time limit imposed by Section 149(e) of the Code and applicable Treasury Regulations, Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, or Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales (this action will be the primary responsibility of Bond Counsel).

(c) The Treasurer shall prepare an "allocation memorandum" for each issue of tax-exempt governmental bonds in accordance with Section 1.148-6(d)(1) of the Treasury Regulations which accounts for the allocation of the proceeds of such bonds to expenditures not later than the earlier of:

(i) eighteen (18) months after the later of (A) the date the expenditure is paid, or (B) the date the project that is financed by such bond issue is placed in service; or

(ii) the date sixty (60) days after the earlier of (A) the fifth anniversary of the issue date of such bond issue, or (B) the date sixty (60) days after the retirement of such bond issue.

Preparation of the allocation memorandum will be the primary responsibility of the Treasurer (in consultation with the Financial Advisor).

(d) The Treasurer, in consultation with the Financial Advisor and Bond Counsel, shall identify proceeds of tax-exempt governmental bonds which must be yield-restricted and shall monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted.

(e) The Treasurer, in consultation with the Financial Advisor and Bond Counsel, shall determine whether the Village is subject to the rebate requirements of Section 148(f) of the Code with respect to each issue of tax-exempt governmental bonds. The Treasurer, in consultation with the Financial Advisor and Bond Counsel shall determine with respect to each issue of tax-exempt governmental bonds whether the Village is eligible for any of the temporary periods for unrestricted investments and whether the Village is eligible for any of the spending exceptions to the rebate requirements. Prior to the fifth anniversary of the date of issuance of each issue of tax-exempt governmental bonds, the Treasurer shall consult with the Rebate Analyst to arrange for calculations of the rebate requirements with respect to such bond issue. If a rebate payment is required to be paid by the Village, the Treasurer shall prepare or cause to be prepared Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate, and submit such Form 8038-T to the IRS with the required rebate payment. If the Village is authorized to recover a rebate payment previously paid, the Treasurer shall prepare or

cause to be prepared Form 8038-R, Request for Recovery of Overpayments Under Arbitrage Rebate Provisions, with respect to such rebate recovery and submit such Form 8038-R to the IRS.

3. Procedures for Monitoring, Verification and Inspections. The Treasurer shall institute such procedures as the Treasurer shall deem necessary and appropriate to monitor the use of the proceeds of tax-exempt governmental bonds, to verify that certain post-issuance compliance actions have been taken by the Village, and to provide for the inspection of the facilities financed with the proceeds of such bonds. At a minimum, the Treasurer shall establish the following procedures:

(a) The Treasurer, with the assistance of the Financial Advisor, shall monitor the use of the proceeds of tax-exempt governmental bonds to (i) ensure compliance with the expenditure and investment requirements under the temporary period provisions set forth in Section 1.148-2(e) of the Treasury Regulations; (ii) ensure compliance with the safe harbor restrictions on the acquisition of investments set forth in Section 1.148-5(d) of the Treasury Regulations; (iii) ensure that the investments of any yield-restricted funds do not exceed the yield to which such investments are restricted; and (iv) determine whether there has been compliance with the spend-down requirements under the spending exceptions to the rebate requirements set forth in Section 1.148-7 of the Treasury Regulations.

(b) The Treasurer shall monitor the use of all bond-financed facilities in order to (i) determine whether private business uses of such bond-financed facilities have exceeded the de minimus limits set forth in Section 141(b) of the Code as a result of leases and subleases, licenses, management contracts, research contracts, naming rights agreements or other arrangements which provide special legal entitlements to nongovernmental persons; and (ii) determine whether private security or payments that exceed the de minimus limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such bond-financed facilities. The Treasurer shall provide training and educational resources to any Village staff who have the primary responsibility for the operation, maintenance or inspection of bond-financed facilities and as to the limitations on the private security or payments with respect to bond-financed facilities.

(c) The Treasurer shall undertake the following with respect to each outstanding issue of tax-exempt governmental bonds: (i) an annual review of the books and records maintained by the Village with respect to such bonds, and (ii) an annual physical inspection of the facilities financed with the proceeds of such bonds, conducted by the Treasurer with the assistance of any Village staff who have the primary responsibility for the operation, maintenance or inspection of such bond-financed facilities.

4. Record Retention Requirements. The Treasurer shall collect and retain the following records with respect to each issue of tax-exempt governmental bonds and with respect to the facilities financed with the proceeds of such bonds: (i) audited financial statements of the Village; (ii) appraisals, demand surveys or feasibility studies with respect to the facilities financed with the proceeds of such bonds; (iii) publications, brochures and newspaper articles related to the bond financing; (iv) Paying Agency or trustee statements; (v) records of all

investments and the gains (or losses) from such investments; (vi) Paying Agent or trustee statements regarding investments and investment earnings; (vii) reimbursement resolutions and expenditures reimbursed with the proceeds of such bonds; (viii) allocations of proceeds to expenditures (including costs of issuance) and the dates and amounts of such expenditures (including requisitions, draw schedules, draw requests, invoices, bills and cancelled checks with respect to such expenditures); (ix) contracts entered into for the construction, renovation or purchase of bond-financed facilities; (x) an asset list or schedule of all bond-financed depreciable property and any depreciation schedules with respect to such assets or property; (xi) records of the purchases and sales of bond-financed facilities; (xii) private business uses of bond-financed facilities that arise subsequent to the date of issue through leases and subleases, licenses, management contracts, research contracts, naming rights agreements or other arrangements which provide special legal entitlements to nongovernmental persons and copies of any such agreements or instruments; (xiii) arbitrage rebate reports and records of rebate and yield reduction payments; (xiv) resolutions or other actions taken by the Village with respect to such bonds subsequent to the date of issue of such bonds; (xv) formal elections authorized by the Code or the Treasury Regulations that are taken with respect to such bonds; (xvi) relevant correspondence, including letters, faxes or e-mails, relating to such bonds; (xvii) documents relating to guaranteed investment contracts or certificates of deposit, credit enhancement transactions and financial derivatives entered into subsequent to the date of issue of such bonds; (xviii) bidding of financial products for investment securities; (xix) copies of each Form 8038-T and Form 8038-R filed with the IRS and any other forms or documents filed with the IRS; (xx) the transcript of proceedings prepared with respect to such bonds, including but not limited to (A) official statements, private placement documents or other offering documents; (B) minutes and resolutions, orders, ordinances or other similar authorizations for the issuance of such bonds, and (C) certification of the issue price of such bonds; and (xxi) documents related to government grants associated with the construction, renovation or purchase of bond-financed facilities.

The records collected by the Treasurer shall be stored in any format deemed appropriate by the Treasurer and shall be retained for a period equal to the life of the tax-exempt governmental bonds with respect to which the records are collected (which shall include the life of any bonds issued to refund any portion of such tax-exempt governmental bonds or to refund any refunding bonds) plus three (3) years. The Treasurer shall also collect and retain reports of any IRS examination of the Village or any of its bond financings.

5. Remedies. In consultation with the Financial Advisor and Bond Counsel, the Treasurer shall become acquainted with the remedial actions (including redemption or defeasance) under Section 1.141-12 of the Treasury Regulations to be utilized in the event that private use of bond-financed facilities exceeds the de minimus limits under Section 141(b)(1) of the Code. In consultation with the Financial Advisor and Bond Counsel, the Treasurer shall become acquainted with the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31, 2008-11 I.R.B. 592, to be utilized as a means for an issuer to correct any post-issuance infractions of the Code and the Treasury Regulations with respect to outstanding tax-exempt governmental bonds.

6. Other Post-Issuance Actions. If, after consultation with Bond Counsel, the Financial Advisor, the Rebate Analyst, the Village Attorney or the Village's Board of Trustees, the

Treasurer determines that any additional action not identified in this Policy must be taken by the Treasurer to ensure the continuing tax-exempt status of any issue of tax-exempt governmental bonds, the Treasurer shall take such action. If, after consultation with Bond Counsel, the Financial Advisor, the Rebate Analyst, the Village Attorney or the Village's Board of Trustees, the Treasurer determines that this Policy must be amended or supplemented to ensure the continuing tax-exempt status of any issue of tax-exempt governmental bonds, the Treasurer shall recommend to the Village's Board of Trustees that this Policy be so amended or supplemented.

7. Effective Date and Term. The effective date of this Policy is the date of approval by the Village's Board of Trustees. This Policy shall remain in effect until superseded or terminated by action of the Village's Board of Trustees.

**NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION  
2023C POOLED FINANCING PROGRAM**

**TAX QUESTIONNAIRE INSTRUCTIONS**

You have applied for a financing or refinancing of a clean water project or drinking water project (the **“Project”**) from the New York State Environmental Facilities Corporation (the **“Corporation”**). In connection with such financing or refinancing, you will enter into a Project Financing Agreement (the **“Agreement”**) and the Corporation will issue its State Revolving Fund Revenue Bonds (the **“Bonds”**) to fund the Agreement. Since the interest on the Bonds will be tax-exempt, it is necessary to obtain certain information regarding the Project and the use of the proceeds of the Bonds. The attached Tax Questionnaire is designed to assist in obtaining such information. You are requested to complete this Tax Questionnaire. In addition, you will be asked to execute a tax certificate as to the Project, the use of the financing proceeds and certain other matters that could affect the tax exemption of the interest on the Bonds. We will prepare this the tax representations in such supplement based upon the information furnished by you in this Tax Questionnaire.

It is suggested that you consult with your bond counsel in completing this Tax Questionnaire. Any questions regarding this Tax Questionnaire may be directed to Hawkins Delafield & Wood LLP, bond counsel to the Corporation, to the attention of Neil Kaplan at (212) 820-9361 ([nkaplan@hawkins.com](mailto:nkaplan@hawkins.com)).

Please email your completed responses to this Tax Questionnaire as soon as possible to Neil Kaplan at [nkaplan@hawkins.com](mailto:nkaplan@hawkins.com). In addition, please return a hard copy version of the executed, completed Tax Questionnaire to: Hawkins Delafield & Wood LLP, 7 World Trade Center, 250 Greenwich Street, 41<sup>st</sup> Floor, New York, New York 10007, Attention: Neil Kaplan.

In order to assure that the Corporation will be able to secure funding for the Agreement on the schedule previously discussed with you, this Tax Questionnaire should be completed and returned not later than close of business on **August 25, 2023**.



**NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION  
STATE CLEAN WATER AND DRINKING WATER  
STATE REVOLVING FUNDS REVENUE BONDS  
(2023C POOLED FINANCING PROGRAM)**

**TAX QUESTIONNAIRE**

**Instructions:** Answer all questions and provide all information and documents requested. Begin typing in the shaded area and the space will enlarge to accommodate the information that is typed. In lieu of typing in the shaded areas for any question, a separate page may be attached to this Tax Questionnaire or an electronic file in any format (Word, WordPerfect, Excel, etc.) may be provided.

**Certain Definitions:** As used in this Tax Questionnaire, the term "Project" means the project you described in the application submitted to the Corporation and constitutes those costs that will be funded by the Corporation under the Agreement. The term "Governmental Entity" means a state, city, town, village, county, any special district or joint powers authority. The term "Non-Governmental Entity" means any person, partnership, corporation or other organization that is not organized as a state, city, town, village, county, other special district or joint powers authority. The federal government is a Non-Governmental Entity. A Section 501(c)(3) organization is also a Non-Governmental Entity.

**LEGAL NAME OF RECIPIENT**

Village of South Glens Falls

**PROJECT NUMBER**

DO-18332

**DATE/TIME RECEIVED BY  
NYSEFC**

**NAME AND LOCATION OF PROJECT**

DWSRF 18332

Village of South Glens Falls

**DESCRIPTION OF THE PROJECT**

Planning, design, and construction of distribution system upgrades, storage tank rehabilitation, and a new Granular Activated Carbon Treatment System.

1. Will the description of the Project, its functions and its principal components be different in any material respect from those contemplated in the Agreement?

☐ Yes    ☒ No

If yes, please describe how functions and principal components of the Project will be different from those contemplated in the Agreement?

2 Will any portion of the financing provided under the Agreement be used to refinance existing debt relating to the Project, including any short-term financings (e.g, bond anticipation notes and direct loans or grid notes with the Corporation)?

☐ Yes ☒ No (Other than EFC Short Term Financing)

If yes, state the amount of the financing under the Agreement that is expected to be used for refinancing purposes. Please attach copies of each official statement, arbitrage or tax certificate and verification report, if any, with respect to the existing debt. Note that existing indebtedness includes all bonds, notes, leases or commercial paper issued by you relating to any portion of the Project. If no, skim to Question 6 below.

\$

3. If you answered "yes" to Question 2, please specify the date(s) on which the financing provided under the Agreement will be used to redeem the existing debt relating to the project.

4. If you answered "yes" to Question 2, was the existing debt to be refinanced with the financing provided under the Agreement used to refinance other prior debt relating to the Project?

☐ Yes ☐ No ☐ Not Applicable

If yes, please provide the same information as requested in Question 2.

5. If you answered "yes" to Question 2 above, are any proceeds of the existing debt unspent?

☐ Yes ☐ No ☐ Not Applicable

If yes, please identify the mounts and the funds or accounts in which such proceeds are on deposit.

6. Will any portion of the financing provided under the Agreement be used for new financing for the Project?

☐ Yes ☒ No

If yes, state the amount of the financing under the Agreement that is expected to be used for new financing purposes. If no, skip to Question 12 below.

7. If you answered "yes" to Question 6 above, what percentage of the loan proceeds for the new money financing of the Project will be used for:

Construction Purposes: %

Acquisition Purposes: %

8. If you answered "yes" to Question 6 above, indicate the amount of Project costs to be newly financed under the Agreement that are expected to be paid by the following periods of time:

Please respond to this question using the expected date of funding of the loan.

At 6 months: \$

At 12 months: : \$

At 18 months: \$

At 24 months: \$

At 36 months: \$

After 36 months: \$

9. If you answered "yes" to Question 6 above, have you paid any costs of the Project prior to the date hereof?

☐ Yes ☐ No

For each Project cost that has been previously paid, please provide an itemization of the (i) amount, (ii) purpose, (iii) date paid, and (iv) source of payment of such cost, *e.g.*, revenue, Federal or State grants, other financing or internal loan.

10. If you answered "yes" to Question 9 above, please specify the date on which you adopted a resolution or other official action (a "reimbursement resolution") evidencing your intent to reimburse costs of the Project paid prior to the issue date of the Corporation bonds or other indebtedness and provide a copy of such reimbursement resolution.

11. If you answered "yes" to Question 9 above, will any portion of the financing provided under the Agreement be used to pay costs for architectural, engineering, surveying, soil testing, reimbursement bond issuance or similar costs that are incurred prior to commencement of the acquisition, construction or rehabilitation of the Project, other than land acquisition, site preparation and similar costs incident to commencement of construction?

☐ Yes ☐ No ☐ Not Applicable

If yes, please state the amount expected to be so used and provide details as to its calculation (*e.g.*, based on actual costs or a percentage of construction)

- 12 Please provide the expected dates of commencement and completion of construction for the financed or refinanced Project.

Commenced 2019 and anticipated completion of construction is November 30, 2023.

13. Will any portion of the financing provided under the Agreement be used to pay local costs of issuance, such as bond counsel and financing advisor fees?

☐ Yes ☒ No

If yes, please state the amount expected to be used and provide details as to its calculation

14. Have you entered, or do you anticipate entering, into any inter-municipal agreements with other Governmental Entities with respect to any portion of the Project or capacity of the Project at any time?

☐ Yes ☒ No

If yes, please describe the purpose of each agreement and attach a copy of any existing or draft of any contemplated agreement.

15. Is any other entity, or do you anticipate any other entity owning or leasing any portion of the Project at any time during the term of the Financing?

☐ Yes ☒ No

If yes, please identify the entity and provide all details with respect to its ownership or leasehold arrangement. Including the square footage of the space owned or leased, and the fair market value of such space. Please attach a copy of any existing lease, as applicable

16. Has any Non-Governmental Entity contracted, or do you anticipate any Non-Governmental Entity contracting, to operate, manage or provide any exclusive services with respect to the Project or any portions of the Project at any time?

☐ Yes ☒ No

If yes, please identify the Non-Governmental Entity and explain the arrangement. If an operations, management or exclusive services contract currently exists, please provide a copy. Contracts that relate solely to services that are merely incidental to the primary use of the Project need not be listed. Examples of incidental services are contracts for janitorial services, office equipment repairs or billing services. If you are uncertain as to whether the contract is incidental or not, please describe the contract and the services provided thereunder.

17. Has or will the Project provide water or wastewater services to any Non-Governmental Entity other than on the basis of rates and charges which are generally applicable and uniformly applied and are adjusted from time to time by the Applicant?

☐ Yes ☒ No

If there are or will be any rates and charges that do not meet the foregoing standard, describe the rate structure, focusing on any special rate agreements or charges for specific entities. An example of a non-standard rate is an industrial user paying a flat fee in a system where the other industrial users pay a rate based on usage.

18. Does any Non-Governmental Entity have, has any Non-Governmental Entity had,, or do you anticipate any Non-Governmental Entity having, special priority rights or other preferential rights to use the Project or the services of the Project pursuant to any contractual or other arrangement?

☐ Yes ☒ No

If yes, please identify the Non-Governmental Entity and describe the special priority or preferential right(s).

19. Are or will the functions or services of the entire Project be available for use by the general public on a first-come, first-served basis?

☒ Yes ☐ No

If no, please explain and describe the portion of the Project that has not been or will not be available for use by the general public. For example, municipal water and wastewater systems used for residential, commercial, governmental and business purposes are available for use by the general public; a specialized wastewater treatment facility immediately adjacent to a private business that is the sole user of the facility is not available for use by the general public.

20. Have you entered, or do you anticipate entering, into a take or take-or-pay contract with any Non-Governmental Entity for use of any portion of the Project or services of the Project?

☐ Yes ☒ No

If yes, please identify the Non-Governmental Entity and explain the arrangement. If a take or take-or-pay contract currently exists, please provide a copy.

21. Has any Non-Governmental Entity guaranteed or otherwise been directly obligated to repay any portion of the financing provided under the Agreement, or will any Non-Governmental Entity guaranty or otherwise be directly obligated to repay any portion of the financing provided under the Agreement?

☐ Yes ☒ No

If yes, please identify the Non-Governmental Entity and describe the guaranty arrangement.

22. Have you established and adopted written procedures which address post-issuance compliance with applicable tax law and remedial action requirements relating to its tax-exempt obligations (e.g., tracking and tracing of investments and expenditures, review of contracts or agreements relating to the use of the Project, and reviewing any change(s) in the use or operation of the Project)?

☐ Yes ☒ No Enclosed copy to be adopted by the Village Board

If yes, please provide a copy of the written procedures.

**If not, you will be required to establish and adopt such written procedures before the issue date of the Bonds and provide a copy to the same persons to whom this Questionnaire is to be sent. Please consult with your Bond Counsel in the preparation of the written procedures.**

23. Have any of your Federally tax-exempt bonds or notes or other tax-advantaged bonds or notes such as build America bonds been the subject of an IRS audit or IRS information document request (an "IDR") or the subject of a request by you for settlement with the IRS under its Voluntary Closing Agreement Program ("VCAP") within the last five years?

☐ Yes ☒ No

If yes, please provide an update of the current status of such IRS audit, IDR or VCAP.

### APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

I hereby certify that I am an authorized representative of the Applicant, and that I am authorized by the Applicant to execute this Tax Questionnaire. I am charged with the responsibility to perform such acts as are necessary and proper for the financing, refinancing, construction, acquisition and/or improvement of the Project, and I am acting for and on behalf of the Applicant in executing this Tax Questionnaire. I am familiar with the Project and all information contained herein is true, correct and complete to the best of my knowledge. I am not aware of any facts or circumstances that would cause me to question the accuracy or reasonableness of any information contained in these responses or attached documentation. I understand that the foregoing information and attached documentation will be relied upon by the Corporation, and its counsel, in providing financing with respect to the Project.

**AUTHORIZED SIGNATURE**

**PRINT NAME AND TITLE**

**DATE**

**Nicholas J. Bodkin, Mayor**

--



# QUOTES RECEIVED

Purchasing (Total Project)

Date: 9/19/23

State Contract No. N/A

Quotes received for: Replace Leaking Circulator Pump Seals @ Water Plant (Boiler)

Vendor	Price
<u>Advanced P&amp;M</u>	<u>\$2,073.10</u>
<u>C&amp;L Mechanical</u>	<u>\$1,527.38</u>
<u>Northern Mechanical</u>	<u>\$2,425.00</u>

Notes:

FX 8320.403

For all items between \$500 and \$2999, please provide 3 verbal quotes. For all items between \$3000 and \$9999, please provide 3 written/faxed quotes. Anything over \$10,000 will need to go to bid.





30 Progress Blvd. Queensbury, N.Y. 12804  
(518) 745-1537 FAX (518) 745-7736  
www.northernmechservices.com

# PROPOSAL

TO: VILLAGE OF SOUTH GLENS FALLS  
116 1/2 SARATOGA AVE.  
SOUTH GLENS FALLS, N.Y. 12803

Attn: TJ CHAGNON

DATE September 18, 2023

We propose hereby to furnish material and labor - complete in accordance with the specifications below, for the sum of:

THIS IS ESTIMATE TO REMOVE 2 TACO CIRCULATOR PUMPS AND INSTALL NEW SEAL KITS ON EACH AND REINSTALL SAME LOCATION \$ ( 1,212.50 ) PER PUMP

PAYMENT Due net invoice

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Joe Saunders

Note: This proposal may be withdrawn by us if not accepted within 30 days.

REMOVE EXISTING TACO KS1506 PUMPS, HAVE NEW SEALS INSTALLED AND REINSTALL WHEN DONE

SEAL WILL HAVE TO BE ORDERED

WE WILL REMOVE ONE PUMP AT A TIME, GET REPAIRED AND REINSTALL

SALES TAX EXCLUDED

NOTE:

Thank you for the opportunity to quote this project.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

**"100 Customer Satisfaction, 100% of the Time"**



# PROPOSAL

Date: 09/13/2023  
Proposal # CL23153

TO:  
TJ Chagnon  
DPW Supervisor  
116 ½ Saratoga Ave.  
South Glens Falls, NY 12803

PO	Job	Payment Terms	Start Date
23153	Pump Seal Kit Replacement	N/A	Upon owners' approval and scheduling
Qty	Description	Unit Price	Line Total
2	TACO K51506 Pump seal replacement kit. (Material)	\$383.69 each	\$767.38
1	Replace Two (2) TACO pump seal kits. (Labor)		\$760.00
		Subtotal	\$1,527.38
		Sales Tax	Exempt
		Total	\$1,527.38

Proposal good for 30 days. Add 4% for credit card payments.  
Make all checks payable to C&L Mechanical  
**C&L Mechanical \* PO Box 187 \* Fort Edward, NY 12828 Phone: 518-531-8998**  
**Thank you for your business!**

# ADIRONDACK P & M

Po Box 562, Glens Falls, NY 12801-0562  
Phone No. (518) 793-3883, Fax No. (518) 793-4114



PLUMBING & MECHANICAL  
CONTRACTORS  
AND SHEET METAL FABRICATORS



## PROPOSAL

Date	Estimate #
8/29/2023	140471

*"Quality work is remembered long after the price is forgotten"*

Name / Address	Ship To
Village of So. Glens Falls 46 Saratoga Ave. So. Glens Falls, NY 12803	So. Glens Falls Village Beach South Glens Falls, NY 12803

Project

SWO - 6480

Description	Qty	Rate	Total
Labor and materials to replace pump seals in Taco pump	2	480.55	961.10T
Taco Pump Seals	8	139.00	1,112.00T
Labor for job			
There will be freight charge also for shipping of seals.		0.00%	0.00
Exempt			

This contract does not include any cost to correct inadequate, illegal, obsolete, or defective Plumbing/HVAC equipment nor does it include removal, moving, or charging of any Plumbing/HVAC equipment not specified in this contract. Contract is for the work described above only - painting, patching, electrical, carpentry, or roofing work is not included unless specified above.

All work is to be done in a neat and workmanlike manner in accordance with existing codes governing our craft. Unless otherwise noted, terms are payment of progress billing upon completion of that phase. A service charge of 1 1/2% per month will be added to any unpaid balance. All materials and equipment remain property of Adirondack P&M, Inc. until the contract is paid in full.

We guarantee the installation to be free of defects in workmanship and materials for one year from the date of installation.

If Adirondack P&M, Inc. is not paid in full for the work and services as set forth above, and this account is turned over for collection, then the damages sought by Adirondack P&M, Inc. will include the full amount of this invoice plus court costs and reasonable attorney fees. The customer agrees to personally guaranty payment to Adirondack P&M, Inc for work as described above.

This proposal may be withdrawn by us if not accepted within 10 days.

Accepted By (customer) \_\_\_\_\_ Date \_\_\_\_\_

Adirondack P&M, Inc. \_\_\_\_\_

**Total**

**\$2,073.10**

**Adirondack  
Water  
Works  
Conference**

**2023 Fall Meeting  
and Workshop**



The Fall meeting of the Adirondack Waterworks Conference and Workshop will be held on **Wednesday, October 11th, 2023 at the Century House Restaurant, Latham, NY**. Lunch will be included with registration. Cost for the program will be the same, whether you are having lunch or not. If you register and do not attend **without cancellation in advance**, you will be charged for the program.

**Registration will be limited to the first 150 registrants.**

**SCHEDULE:** (NYSDOH and DEC Water/Wastewater Plant Operator and Engineering contact hours have been requested.)

<b>8:30 am</b>	<b>Registration, Coffee, and Donuts</b>
<b>9:00am – 10:00 am</b>	<b>Lead Service Line Assessment by Mike App of Electro Scan Inc.</b>
<b>10:00am – 11:00 am</b>	<b>Principles of Pipe &amp; Leak Locating for Underground Utilities by Alan Banks of C.A. Turner Company Inc.</b>
<b>11:00am – 12:00 pm</b>	<b>On-Site Hypochlorite &amp; Disinfection Generation by Michael Lannon, P.E., of Siewert Equipment</b>
<b>12:00pm – 1:00pm</b>	<b>Lunch</b>

Pre-registered price for the program is \$70.00. **Please make your reservation by Friday, October 6th.** Questions should be directed to Kaitlyn Curvin, Delaware Engineering, D.P.C. (518) 452-1290.

Email advance reservations to [kcurvin@delawareengineering.com](mailto:kcurvin@delawareengineering.com)

Mailed reservations and payments should be sent to: AWWC c/o Kaitlyn Curvin, 28 Madison Ave. Ext., Albany, NY 12203.

**AWWC REGISTRATION:**

COMPANY/FACILITY NAME: \_\_\_\_\_

Email Confirmation to: \_\_\_\_\_

Number of Attendees @ \$70.00 each \_\_\_\_\_ Total Due \$ \_\_\_\_\_ Voucher required: Y or N

Names of Attendees:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Environmental Facilities Corporation

## INVOICE

KATHY HOCHUL  
Governor

MAUREEN A. COLEMAN  
President and CEO

Invoice Date: September 08, 2023  
Loan ID: 5406

**Bill To:** Nicholas Bodkin  
Mayor  
Village of South Glens Falls  
46 Saratoga Avenue  
South Glens Falls, NY 12803

**Project No(s):** D0-18332

<b>Date Due:</b>	<b>October 16, 2023</b>
<b>Short Term Principal Payment Amount:</b>	<b>\$21,000.00</b>

PLEASE BE ADVISED: EFC will not request payment to any account or financial institution other than the M&T account listed on this invoice. Please contact EFC immediately at 518-402-6924 if you receive any other instructions.

*(Please note all payments must be received by the due date above)*

**Remittance Information:** Payable to: M&T Bank, Reference: Village of South Glens Falls, 185008265

**Wire Instructions:**

Name: M&T Bank  
ABA No: 031100092  
Account No: 3002399  
Account Name: EFC Receipts  
Attention: J. Wieszcholek

**ACH Instructions:**

Name: M&T Bank  
ABA No: 022000046  
Account No: 16629826  
Attention: J. Wieszcholek

**Mail Payment To:**

M&T Bank  
285 Delaware Ave, 3rd Floor  
Buffalo, NY 14202-1885  
Attention: J. Wieszcholek

**M&T Bank Account Deductions:**

Date to be deducted: \_\_\_\_\_ Bank Account No: \_\_\_\_\_

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

E-mail [debtsrv@efc.ny.gov](mailto:debtsrv@efc.ny.gov) or fax a copy of this invoice to 518-486-9323, Attn: Lori Gardner

Questions regarding this invoice, please e-mail [debtsrv@efc.ny.gov](mailto:debtsrv@efc.ny.gov) or call Regina Frederick at 518-402-6924.

## **LOCAL LAW NO. 4 FOR 2023**

### **A LOCAL LAW AMENDING CHAPTER 141, ARTICLE XIII OF THE SOUTH GLENS FALLS CODE §141-32 PENALTIES FOR OFFENSES (PARKING PENALTIES/FINES)**

BE IT ENACTED by the Village Board of the Village of South Glens Falls as follows:

#### **Section 1. Legislative Intent and Purpose.**

The Village of South Glens Falls (hereinafter the "Village") has, pursuant to New York State Vehicle and Traffic Law §1640 enacted a Local Law to prohibit, restrict and limit the stopping, standing and parking of vehicles within the Village and would like to change the penalties for violation of such Local Law.

#### **Section 2. Amendment of Chapter 141.**

The Village amends Chapter 141 "Vehicles and Traffic", Article XIII "Penalties, Repealer and Amendments" §141-32 "Penalties for Offenses" of the Village Code as follows:

- A. Every person convicted of an offense against any provision of this Chapter which is not a violation of any provision of the Vehicle and Traffic Law of the State of New York shall be guilty of a violation punishable by a fine of no more than \$250 or by imprisonment of not more than 90 days, or by both such a fine and imprisonment.
- B. The provisions of Subsection A. notwithstanding, the fine for a parking ticket shall be \$10.

#### **Section 3. Severability**

If any clause, sentence, paragraph, subdivision or part of this Local Law or the application thereof to any person, firm or corporation or circumstance shall be adjusted by any Court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph subdivision or part of this Local Law or its application to the person, individual, firm or corporation or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

#### **Section 4. Effective Date.**

This Local Law shall take effect immediately upon filing with the Secretary of State.

## **LOCAL LAW NO. 2 FOR 2023**

### **Mobile Food Units**

#### **Section 1. Definitions.**

As used in this Article, the following terms shall have the meanings indicated:

#### **BUSINESS OF PEDDLING**

The act or acts of offering to sell or selling at retail or giving away at temporary or permanent locations any kind or character of food or beverage from a mobile unit.

#### **MOBILE FOOD RETAIL SALES AND SERVICE (hereinafter referred to as a "mobile unit")**

Any movable restaurant, truck, van, cart, bicycle or other movable unit in, on or from which food or beverage is sold or offered for sale at retail or given away at temporary or permanent locations. Vehicles for the delivery of previously ordered food or beverage, such as pizza, bread and milk, are excluded from the foregoing definition.

#### **PEDDLER**

Any person, firm or corporation engaged in the business of peddling as defined in this Article.

#### **Section 2. License required.**

It shall be unlawful to engage in the business of peddling any kind or character of food or beverage from mobile units in the Village of South Glens Falls, New York, without obtaining a license pursuant to the provisions of this Article.

#### **Section 3. Regulations for operation.**

- A. It shall be unlawful for anyone engaged in the business of peddling any food or beverage from mobile units to misrepresent the character or the quality of the merchandise offered for sale or to importune or otherwise annoy any person or persons for the purpose of effecting a sale.
- B. Compliance with other provisions.
  - (1) All food and beverages which shall be sold or offered for sale from such mobile units shall comply with all laws and local ordinances relating to food and food products.
  - (2) All mobile food unit vendors shall keep the vehicles and receptacles that are used in a clean and sanitary condition and the foodstuffs and edibles offered for sale well covered and protected from dirt dust and insects.
  - (3) All mobile food unit vendors must adhere to New York State Public Health Law

§ 225 and guidelines established by New York State Department of Health regulations on mobile food service establishments and food carts.

- C. It shall be unlawful for any person engaged in the business of selling food or beverages from a mobile unit to park any mobile unit within the lines of any public street, road or other public place for the purpose of engaging in such business for a period longer than five minutes. No such mobile unit shall stop for the purpose of conducting business within 200 feet of any school, while in session, firehouse, public building of any nature or any privately operated restaurant, tavern, coffee shop or similar business. In addition, no such mobile unit shall be used for conducting the aforesaid business in any public park unless written permission is obtained in advance from the Village Board of Trustees.
- D. It shall be unlawful for any person engaged in the business of peddling any kind of food or beverage from mobile units to make unreasonably loud noise by bells, whistles or other sound-making devices.

#### **Section 4. Application for license.**

- A. Any person, firm or corporation desiring to engage in the business mentioned in **Local Law 2 §§ 1** hereof shall apply to the Village of South Glens Falls Clerk's Office, in writing, on forms supplied by the Village of South Glens Falls for such purpose and verified by said person. The application, accompanied by the license fee hereinafter fixed, shall set forth:
  - (1) The name and address of the applicant.
  - (2) The name and address of the owner of the mobile unit.
  - (3) A description of said mobile unit to be licensed, giving the name of the manufacturer, serial number, motor number and other insignia appearing thereon, including the license plate number if a motor vehicle.
  - (4) The date of purchase of the mobile unit and the name and address of the person from whom acquired.
  - (5) If the applicant is not the owner, the interest of the applicant in the ownership or operation of said mobile unit.
  - (6) Whether any person, firm or corporation other than the applicant has any interest whatsoever in the mobile unit sought to be licensed to engage in the business defined in **Local Law 2 §§ 1** hereof and, if so, the name and address and interest of each.
  - (7) The names and addresses of persons, firms or corporations from whom food and beverages have been or will be purchased.



- (8) Three business references.
  - (9) All permanent home addresses of the applicant within the last three years.
  - (10) The name and address of the salesman or operator upon said mobile unit.
  - (11) Whether or not the applicant has been convicted of a crime or misdemeanor or a violation of any municipal ordinance and the nature of the offense, if any, for which convicted and the date and place.
- B. Where the applicant is a firm or corporation, all provisions of Subsection **A** shall be applicable to each officer of the corporation and member of a partnership.
- C. Anyone desiring a license as a salesman upon or from any mobile unit under this Article shall apply, in writing, to the Village Clerk on forms supplied by the Village of South Glens Falls and verified by the applicant. Said application shall be accompanied by the prescribed license fee and any necessary permit secured from the New York State Department of Health.

**Section 5. Investigation of applicant; issuance of license.**

- A. Upon receipt of an application for a license, the Village Clerk shall forthwith transmit the same to the Chief of Police, who shall investigate the applicant and return the application to the Village Clerk, with or without approval. Said application shall then be referred to the Village Clerk Treasurer, which may grant a license applied for if all requirements have been followed.
- B. A license for a mobile unit shall entitle the person named therein to engage in the business mentioned in **Local Law 2 §§ 1** hereof. Such license shall not be transferable. A salesman's license shall entitle the person named therein to sell or offer to sell such products mentioned in **Local Law 2 §§ 1** hereof from a licensed mobile unit and shall not be transferable to any other person. Upon the issuance of a license, the Village Clerk shall furnish the licensee with a plate, badge or other evidence corresponding to the number of the license and the year in which it is issued. The plate, badge or other evidence shall be displayed at all times in a conspicuous part of the licensed mobile unit or carried upon the person of the salesman, as the case may be. Such evidence shall be exhibited on demand of any citizen or any member of the Police Department or the Code Officer of the Village. Licenses issued pursuant to the provisions of this Article shall be good only for the year in which issued and shall be effective from the first day of January in each year. Any person applying for or obtaining a license after the first of January in any year shall pay the license fee for the full year.
- C. No license shall be refused except for a specific reason and for the protection of the public's safety, health, morals or general welfare. No license shall be granted to a person under 18 years of age. No applicant to whom a license has been refused or who has had a license revoked shall make further application until a period of at

least six months shall have elapsed since the last previous rejection or revocation.

## **Section 6. Fees; expiration; revocation or suspension of license.**

### **A. Fees.**

- (1) The annual license fees imposed under this Article shall be \$25 for each mobile unit used exclusively for the sale of peanuts and/or popcorn.
- (2) The license fees for all other mobile units shall be \$700 for the first mobile unit and \$25 for each additional mobile unit owned and operated by the same applicant.
- (3) The aforesaid fees shall entitle the licensee to two salesmen's licenses for each mobile unit without charge. The license fee for each additional salesman for any one mobile unit shall be \$25 per annum.
- (4) The weekly license fees for mobile food units shall be \$75 for the first mobile unit and \$25 for each additional mobile unit owned and/or operated by the same applicant. Not-for-profit charitable, religious, educational or civic organizations who are vending for City events are exempt from payment of weekly license fees; however, all organizations must follow the procedure outlined in **Local Law 2 §§ 3**, Regulations for operation, and must complete a mobile food unit license application (fee waived) as outlined in **Local Law 2 §§ 2**, License Required, and **Local Law 2 §§ 4**, Application for license, in order to vend.

B. All licenses issued during a year shall automatically expire on January 1 of the following year.

C. An applicant may apply for a seasonal license for which the fees imposed under this Article and the rules governing the same shall be as follows:

- (4) All licenses issued during the year shall automatically expire at the end of six months or on January 1 of the following year, whichever comes first.

D. In addition to a licensee's being subject to the penalties provided in **Local Law 2 §§ 4**, any license issued under this Article may be revoked by the Mayor for any misstatement in the application or for any violation of this Article after notice and hearing; provided, however, that a license may be suspended for a period not exceeding 30 days. Should any license be revoked or suspended, no part of the license fee shall be returned.

## **Section 7. Penalties for offenses.**

Any person, firm or corporation violating any of the provisions of this Article shall, upon conviction thereof, be subject to a fine not to exceed the sum of \$200 or be imprisoned for a term not to exceed 90 days, or both, in the discretion of the Judge before whom such conviction is obtained.

**Section 8. Enforcement.**

In addition to the other law enforcement agencies of the Village of South Glens Falls, the Code Enforcement Officer or his authorized agent is hereby empowered to enforce the provisions of this Article and to make complaints and arrests for the violation of any of the terms and provisions hereof.

## **LOCAL LAW NO. 3 FOR 2023**

### **A LOCAL LAW RESTRICTING THE USE OF ENGINE BRAKES IN THE VILLAGE OF SOUTH GLENS FALLS**

BE IT ENACTED by the Village Board of the Village of South Glens Falls as follows:

#### **Section 1. Legislative Intent and Purpose.**

The Village of South Glens Falls (hereinafter the "Village") has a substantial amount of truck traffic traveling through it. These trucks are using their engine or "jake" brakes with increasing frequency and the noise from this operation is disturbing to the residents of the Village and adversely impacting the quality of life in the Village and should be restricted. The Trustees recognize that in certain emergency situations, the use of engine or jake brakes are necessary to avoid damage to people and property, and that accordingly, the use of engine or jake brakes is permitted in the Village in emergency situations.

#### **Section 2. Amendment of Chapter 94.**

The Village amends Chapter 94 "Noise" of the Village Code to add subsection (6) to §94-5 subsection C. "Prohibited acts; exceptions." The new subsection (6) shall be added as follows:

(6) Use of Engine Brakes. No motor vehicle, when operated upon a street in the Village shall utilize or employ any brake or braking system that is attached to, or an integral part of, the vehicle's internal combustion, engine or exhaust systems. Nothing in this section shall be interpreted as prohibiting the use of a braking system that is attached to, or an integral part of, the vehicle's engine or exhaust system in an emergency situation to avoid imminent danger to a person or property.

#### **Section 3. Severability**

If any clause, sentence, paragraph, subdivision or part of this Local Law or the application thereof to any person, firm or corporation or circumstance shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph subdivision or part of this Local Law or its application to the person, individual, firm or corporation or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

#### **Section 4. Effective Date.**

This Local Law shall take effect immediately upon filing with the Secretary of State.

**Jointa Lime Company-Pavement Services**  
**269 Ballard Road**  
**Wilton, NY 12831**

<b>Date:</b>	9/18/2023
<b>Job Number:</b>	23-231
<b>Customer:</b>	Village of South Glens Falls
<b>Contact:</b>	TJ Chagnon
<b>Road or Street:</b>	New St
<b>Dimensions:</b>	635' x 28'
<b>Desc. of Work:</b>	Mill & Pave

Quantity	Equipment Desc.	Daily Rate	Days	Total
1	Paver	\$ 1,700.00	1	\$ 1,700.00
0	Widener	\$ 1,400.00	0	\$ -
1	Cold planer	\$ 3,775.00	1	\$ 3,775.00
0	Skid Steer	\$ 855.00	0	\$ -
0	Tack Dist	\$ 2,000.00	0	\$ -
0	Tack Wagon (No Charge)	\$ 155.00	0	\$ -
0	Reclaimer	\$ 4,300.00	0	\$ -
0	Roller 10-12 Ton	\$ 665.00	0	\$ -
0	Roller 8-10 Ton	\$ 635.00	0	\$ -
0	Roller 2-5 Ton	\$ 275.00	0	\$ -
0	Roller-Rubber Tire	\$ 795.00	0	\$ -
0	Roller Static 5-8 Ton	\$ 600.00	0	\$ -
0	Roller-Dirt	\$ 325.00	0	\$ -
0	Roller-Padfoot	\$ 600.00	0	\$ -
0	Water truck	\$ 360.00	0	\$ -
0	Vacuum Truck	\$ 1,935.00	0	\$ -
1	Paving Van	\$ 115.00	1	\$ 115.00
0	Broom Tractor	\$ 225.00	0	\$ -
0	Loader	\$ 425.00	0	\$ -
0	Grader	\$ 750.00	0	\$ -
1	Foreman's truck	\$ 110.00	1	\$ 110.00
0	Tri-Axle Trailer	\$ 1,220.00	0	\$ -
0	Portable light Plant	\$ 60.00	0	\$ -
<b>Total Equipment:</b>				<b>\$ 5,700.00</b>

Quantity	Labor Desc.	Daily Rate	Days	OT Rate (HR)	OT Hours	Total
0	Broom tractor Operator	\$ 900.00	0	\$ 137.00	0	\$ -
1	Paver Operator	\$ 940.00	1	\$ 144.00	0	\$ 940.00
0	Roller Operator	\$ 925.00	0	\$ 142.00	0	\$ -
0	Vacuum truck Operator	\$ 900.00	0	\$ 137.00	0	\$ -
1	Screedmen	\$ 735.00	1	\$ 112.00	0	\$ 735.00
1	Raker	\$ 735.00	1	\$ 112.00	0	\$ 735.00
1	Foreman	\$ 930.00	1	\$ 143.00	0	\$ 930.00
0	Truck Driver	\$ 720.00	0	\$ 109.00	0	\$ -
0	Skid Steer operator	\$ 900.00	0	\$ 137.00	0	\$ -
1	Cold planer Operator	\$ 940.00	1	\$ 144.00	0	\$ 940.00
1	Cold Planer groundman	\$ 900.00	1	\$ 137.00	0	\$ 900.00
0	Loader Operator	\$ 920.00	0	\$ 140.00	0	\$ -
0	Grader Operator	\$ 930.00	0	\$ 143.00	0	\$ -
0	Flagger	\$ 725.00	0	\$ 110.00	0	\$ -
1	Laborer	\$ 725.00	1	\$ 110.00	0	\$ 725.00
0	Reclaimer Operator	\$ 940.00	0	\$ 144.00	0	\$ -
<b>Total Labor:</b>						<b>\$ 5,905.00</b>

<b>Date:</b>	9/18/2023
<b>Job Number:</b>	23-231
<b>Customer:</b>	Village of South Glens Falls
<b>Contact:</b>	TJ Chagnon
<b>Road or Street:</b>	New St
<b>Dimensions:</b>	635' x 28'
<b>Desc. of Work:</b>	Mill & Pave

Quantity	Mobilization-Equipment	Rate	Total
1	Paver	\$ 790.00	\$ 790.00
0	Roller	\$ 790.00	\$ -
0	Widener	\$ 790.00	\$ -
0	Broom Tractor	\$ 475.00	\$ -
1	Cold Planer	\$ 865.00	\$ 865.00
0	Skid Steer/Small Roller	\$ 475.00	\$ -
0	Loader	\$ 790.00	\$ -
0	Grader	\$ 790.00	\$ -
0	Reclaimer	\$ 865.00	\$ -
<b>Total Mobilization:</b>			<b>\$ 1,655.00</b>

Quantity	Materials or Trucking	Price	Total
222	Top T6-recycled	\$ 58.01	\$ 12,878.22
0		\$ -	\$ -
0		\$ -	\$ -
0		\$ -	\$ -
			<b>\$ 12,878.22</b>

<b>Project Totals</b>		
Labor	\$	5,905.00
Equipment	\$	5,700.00
Mobilization	\$	1,655.00
Material	\$	12,878.22
Trucking	\$	-
Other	\$	-
<b>Total:</b>	<b>\$</b>	<b>26,138.22</b>

ALBANY, NY	ITHACA, NY	ROCHESTER, NY	SYRACUSE, NY	VESTAL, NY	WHITESBORO, NY
12 RAILROAD AVE P: 518-438-6171 F: 518-438-6195	327 ELMIRA RD P: 607-277-7200 F: 607-277-7677	965 BUFFALO RD P: 585-235-0670 F: 585-235-0694	345 PEAT ST P: 315-428-9903 F: 315-428-9841	416 COMMERCE RD P: 607-238-1428 F: 607-238-1431	394 ORISKANY BLVD P: 315-507-3353 F: 315-507-5974

SHIP TO: TOWN OF SOUTH GLENS FALLS TJ 46 SARATOGA AVE SOUTH GLENS FALLS NY 12803	Quote No. : 007061
SOLD TO: TOWN OF SOUTH GLENS FALLS 46 SARATOGA AVE SOUTH GLENS FALLS NY 12803	Date : 06-19-2023
N	Terms : NET 30 DAYS
Cust. No. : 042270	R.F.Q. No. : shop
Ph 518-793-1455	Pick Up/Del : d
	Job Number :
	Ship Via : d
	Reference :
	Tx SA4111 SARATOGA EXCEPT SAR SPRGS
	Entered By : awm
	Store : Albany
	Salesman : 07

Emailed to: tmartin@jcsmithinc.com on 06/19/2023 @ 08:43AM from ADS

AMOUNT

Item No.	Qty	Uom	Description	Unit Price	Total
TPM45012.5	1	RL	NON WOVEN FABRIC; 12.5' X 360'	450.00	450.00
Quote # 007061 valid for 30 Days					Page 1 of 1.

SUMMARY OF CHARGES

Sub Total	Tax: 7.000%	Delivery	Freight	No payment	PAY THIS AMOUNT
450.00	0.00	10.00	0.00	0.00	460.00

I, the undersigned renter specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment.

Renter further acknowledges that he has read and fully understands the within equipment rental contract and agrees to be bound by all of the terms, conditions and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof.

The SERVICE CHARGE entered on the billing date is computed by a periodic rate of 1 1/2% (or a minimum charge of \$2 on balances of less than \$2) per month which is an ANNUAL PERCENTAGE RATE OF 18% applied to the previous balance before deducting credits, payments or adding purchases appearing on this statement. To avoid additional SERVICE CHARGE, pay the "New Balance" before the billing date next month.

IT IS UNDERSTOOD AND AGREED THAT MERCHANDISE ON THIS ORDER IS THE PROPERTY OF J.C. SMITH, INC. UNTIL FULLY PAID. IN CASE OF DEFAULT, I/WE WILL PAY BESIDES THE PRINCIPAL A SUM EQUAL TO 33 1/3% THEREOF, PLUS DISBURSEMENTS AND COURT COST IF THIS ACCOUNT IS PLACED FOR COLLECTION OR SUIT WITH A COLLECTION AGENCY OR AN ATTORNEY.

X \_\_\_\_\_ X \_\_\_\_\_  
PRINT NAME SIGNATURE

THIS IS YOUR CONTRACT, READ BOTH SIDES BEFORE SIGNING



Pallette Stone Corp.  
 373 Washington St.  
 Saratoga Springs, NY 12866  
 Phone: (518) 584-5891  
 Fax: (518) 584-2622

**Quote Number: 5408-P**

Quote Date: 9/18/2023

Office

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

**Project:** Drywells FOB Pallette Yard

**Contact:** T.J. Chagnon

**Project Manager:**

**Phone :** 518-792-4033

**Fax:** 518-792-0299

**Phone :**

**Fax:**

**Customer ID:** 19148

**PO:**

**ShipVia:**

**Sales Rep:**

**Terms:** NET 30

Qty	Item	Description	Unit Price	TX	Extension
	Structure: <input type="checkbox"/> Other	Other			
1	DW4	4' ID Drywell - 4' High	\$334.00	✓	\$334.00
1	DWF4	4' ID Drywell Footing Ring	\$204.00	✓	\$204.00
1	DW4T24PC	4' Drywell Traffic Top - 24" Plug	\$292.00	✓	\$292.00
1	CIF10098	EJ 1207 8" Tall Frame1009 EJ 00120715	\$224.00	✓	\$224.00
1	CIG1009	EJ 1203 Grate (1207 Frame) EJ 00120309	\$195.00	✓	\$195.00
					\$1,249.00





Pallette Stone Corp.  
373 Washington St.  
Saratoga Springs, NY 12866  
Phone: (518) 584-5891  
Fax: (518) 584-2622

**Quote Number: 5408-P**

Quote Date: 9/18/2023

Office

Taxable	\$0.00
Non-Taxable	\$1,249.00
Sub Total	\$1,249.00
Tax	\$0.00
Total	\$1,249.00

**QUOTE EXPIRES: 30 days**

**FUEL SURCHARGE:** A fuel surcharge may apply – based on fluctuations in fuel prices.

**QUOTING ASSUMPTIONS**

**BOOTED CONNECTIONS:** A) In some cases, structures may be too shallow to allow for boots.

**QUOTE ACCURACY & PRICING:** A) For quoting purposes, Pallette Stone does not evaluate if structures are too shallow or have pipe interferences. Precise structure design is determined at the time of SHOP DWG preparation, not at quoting phase and could result in cost increase. B) All prices are determined from final approved shop drawings and may vary from original quoted price if structures and/or site designs change. C) If structures are deleted from the project, freight charges on the remaining products may increase. D) Approved shop drawings area required before start of production. E) Customer is responsible for properly reviewing both the quote and the shop drawings to ensure accuracy. F) Pallette Stone is not responsible for product errors resulting from an approved shop drawing which contained errors.

**ADDITIONAL COSTS**

**CHANGE ORDER:** Please be advised, change order cost (min. \$250.00) may be applied if/when a submittal requires revision to structure design.

**ENGINEERING COST:** Please be advised, Engineering costs will be applied when submittals require NYS PE-stamp.

**SUBMITTALS:** Lead-time for submittals (shop dwgs) is approx. 2-weeks.

**REVISIONS TO SUBMITTALS:** Major revisions to site plans/details requiring resubmittal may result in a minimum 5% mark-up of entire quote.

**PROCESSING FEE:** A 3.5% processing fee will be charged on all credit card payments made January 1st, 2020 and after.

**GRADE RINGS:** Prices exclude grade adjustment risers / rings.

**COATINGS:** Unless specifically stated otherwise, coatings are excluded.

**CONNECTIONS, OFFSET:** Pallette cannot guarantee that rubber boots or link seals will work for offset pipes. Connectors for offset pipes are to be determined by the project engineer, not Pallette Precast.

**ERRORS/OMISSIONS:** Prices include those items listed below the structure ID. Any items not listed are not included. Pallette Stone is not responsible for errors and / or omissions in this quotation.

**CAST IRON:** Pallette Stone Corp. makes every effort to stock a wide array of cast iron frames and covers or grates. Items not kept in stock may result in a long lead time (up to 6 weeks from submittal approval). Cast iron covers requiring job-specific or custom text may result in long lead times (+/- 20 weeks from submittal approval) as well as a set-up charge from the foundry for new patterns. Aluminum hatches generally require a 2 week lead time from submittal approval.

**DELIVERIES & UNLOADING:** Pallette Stone's boom truck to unload or flatbed to be unloaded at one location at jobsite assuming site is accessible. All deliveries are subject to a fuel surcharge at the time of delivery. Shipments less than a full load will be priced at full load rate. If additional quantities are ordered, the quoted delivery price may be altered. Waiting charge applies after 30 minutes of initial arrival on site and is charged \$120.00 per hour in 15 minute increments.

All prices are determined from final approved shop drawings and may vary from original quoted price if structures have changed. If structures are deleted from the project, freight charges on the remaining products may increase.

Pallette Stone is not responsible for damage to property on site once leaving the roadway for drop-offs or placement of products. If a customer requests a partial load delivery prior to all material being ready for a particular structure, the customer will be responsible for additional freight charges to complete the structure or must pick up the remaining items.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_







*Village of South Glens Falls, NY  
Tuesday, September 19, 2023*

## Chapter 149. Water

### Article IV. Billing Procedures and Provisions

#### § 149-19. Issuance of bills; responsibility for payment; rents outside Village.

- A. Each consumer will, unless it is otherwise provided, receive a bill for water semiannually, the same to be due and payable upon presentation. Each of these bills shall include the charge for water consumed as well as any other charges which the consumer may have incurred.
- B. The responsibility for payment of all bills rests upon the owner of the premises, and he shall be liable for all charges when due and payable.
- C. Failure to receive a bill does not entitle any consumer to avoid penalty as hereinafter prescribed. The Village does not guarantee the billing or the delivery of the bill to any consumer.
- D. Water rents shall be billed and collected by the Village Clerk/Treasurer for such periods of use and by methods of installment billing as the Village Board shall, from time to time, administratively direct by resolution. All water rates and rents to areas comparable outside said Village shall be double the water rates charged for service within said Village. The billing of water charges is as follows: Whereas water use is three months or more, the full six-month charge will be in effect. Whereas less than three months of water is used, the charge will be prorated.  
[Amended 1-19-2011 by L.L. No. 1-2011]
- E. Consumer responsibilities.
  - (1) Consumers shall be responsible for notifying the Clerk-Treasurer about modifications to their premises with respect to water usage, including but not limited to swimming pools and building conversions. Upon verification by a Village official, the billing will be adjusted as of the next billing period.
- F. Multidwelling units shall be billed for the individual number of living units, without regard to occupancy status.