



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

PUBLIC MEETING
7:00 PM Regular Session
7:02 PM Public Hearing
March 15, 2023
MAYOR NICHOLAS BODKIN PRESIDING

Agenda

Public Hearing 7:02 p.m.

Local Law 1 of 2023

Public Forum 7:05 p.m.

1. Grant Projects Update
 - a. Carbon Filtration
 - i. Carbon Media Bid Results- Motion to award bid and place order for delivery
 - ii. Pay App #1 Spring Electric (\$14,297.79)
 - b. GIGP
2. Transfers
3. Motion to Approve the Bills as Audited
 - a. General Fund - \$30269.77
 - b. Water Fund - \$6163.44
 - c. Sewer Fund - \$6352.03
4. Shredding services for PD and Clerk's Office
5. Water/Sewer Warrant
6. Motion to approve 3 DPW employees attending the Adirondack Water Works Conference
7. Old Business
8. New Business
9. Trustee Reports
10. Mayor's Report
11. **Executive Session Items:** PBA Negotiations, Water meter readings (unable to enter residence), Dental coverage

PROPOSED
VILLAGE OF SOUTH GLENS FALLS
COUNTY OF SARATOGA, STATE OF NEW YORK

LOCAL LAW NO. 1 of 2023

A Local Law to amend the definition of “Utility” as set forth in Village Code Section 135-2
of the
Village of South Glens Falls

BE IT ENACTED by the Board of Trustees of the Village of South Glens Falls, Saratoga County, New York, as follows:

SECTION 1. Purpose, Intent, and Findings.

The Village of South Glens Falls has imposed Utility Tax of one percent (1%) upon certain utility companies who provide services to the Village of South Glens Falls. Chapter 135 -Taxation of the Village Code was adopted by the Board of Trustees of the Village of South Glens Falls: Art. I, 4-2-1969 by L.L. No. 1-1969; Art. II, 11-16-1983 by L.L. No. 5-1983; Art. III, 2-16-1994 by L.L. No. 1-1994. Since the time that this Chapter was adopted and amended, there have been major changes in the type and nature of utility services which are provided to the residents and businesses in the Village. These changes include the use of Hydro-Electric Power, energy which is produced by solar panels, any alternative source of green energy, Cell Phone technology and the advent of a 5th generation mobile network known as “5G”. 5G is a unified, more capable air interface. It has been designed with an extended capacity to enable next-generation user experiences, empower new deployment models and deliver new services. (Source Qualcomm.)

In order to enable the Village to collect all utility taxes which it is entitled to collect for the benefit of the Village and its residents and businesses, the Village Board of Trustees has deemed it necessary to amend the definition of “Utility” as set forth in Village Code Section 135-2, to include the aforementioned advances in the generation and delivery of energy and in cellular phone technology.

§ 2. Authority.

The Board of Trustees of the Village of South Glens Falls is authorized to adopt this Local Law pursuant to Article IX of the New York State Constitution, the Municipal Home Rule Law, the relevant provisions of the Village Law of the State of New York and the authority granted by § 6-640 of the Village Law of the State of New York.

§ 3. Definitions.

For the purpose of this Local Law, unless specified below, all terms shall be defined in in Village Section Code 135-2.

§ 4. Scope.

This Local Law shall all apply to every utility doing business in the Village of South Glens Falls which is subject to the supervision of the State Department of Public Service and which has a gross income for the 12 months ending May 31 in excess of \$500, with certain exceptions set forth in Village Code Section 135-1.

§ 5. Term.

This Local Law shall be in effect until it is subsequently amended, repealed, modified, extended, or supplemented by further Local Law by the Village of South Glens Falls.

§ 6. Amendment. Section 135-2, Definitions, currently states:

UTILITY

Includes every person subject to the supervision of the State Department of Public Service, except persons engaged in the business of operating or leasing sleeping and parlor railroad cars or of operating railroads other than street surface, rapid transit, subway and elevated railroads, and also includes every person, whether or not such person is subject to such supervision, who sells gas, electricity, steam, water, refrigeration, telephony or telegraphy delivered through mains, pipes or wires or furnishes gas, electric, steam, water, refrigerator, telephone or telegraph service by means of mains, pipes or wires, regardless of whether such activities are the main business of such person or are only incidental thereto or of whether use is made of the public streets.

The amendment shall state:

UTILITY

Includes every person subject to the supervision of the State Department of Public Service, except persons engaged in the business of operating or leasing sleeping and parlor railroad cars or of operating railroads other than street surface, rapid transit, subway and elevated railroads, and also includes every person, whether or not such person is subject to such supervision, who sells gas, electricity, steam, water, refrigeration, telephony, telegraphy, **hydroelectricity, energy which is produced by solar panels, any alternative source of green energy or 5G technology services** delivered through mains, pipes, wires, **air interface, solar panels or any alternative source of green energy source** or furnishes gas, electric, steam, water, refrigerator, telephone, telegraph, **hydroelectricity, energy which is produced by solar panels, any**

alternative source of green energy or 5G technology services by means of mains, pipes, wires, **air interface, solar panels or any alternative source of green energy source** regardless of whether such activities are the main business of such person or are only incidental thereto or of whether use is made of the public streets. [Additions are in Bold.]

§ 7. Authority to Supersede.

To the extent that any provisions of this Local Law are in conflict with or are construed as inconsistent with the provisions of the New York State Village Law, or any local law, ordinance or regulation of the Village of South Glens Falls, this Local Law supersedes, amends, and takes precedence over any inconsistent authority in accordance with the Municipal Home Rule Law.

§ 8. Severability.

If any clause, sentence, phrase, paragraph, or any part of this Local Law shall for any reason be adjudicated finally by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Local Law, but shall be confined in its operation and effect to the clause, sentence, phrase, paragraph, or part thereof, directly involved in the controversy or action in which such judgment shall have been rendered. It is hereby declared to be the legislative intent that the remainder of this Local Law would have been adopted had any such provisions been excluded.

§ 9. Effective Date.

This Local Law shall become effective immediately upon filing in the office of the Secretary of State after all notice provisions have been met.



Delaware Engineering, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

March 14th, 2023

Nicholas Bodkin, Mayor
Village of South Glens Falls
46 Saratoga Ave
South Glens Falls, New York 12803

Subject: Payment Application
 Water Treatment Plant Upgrades Re-Bid 2E

Dear Mayor Bodkin:

Delaware Engineering has reviewed the attached Application and Certificates for Payment submitted by the contractor for the referenced project. All of the information in the application appears correct and the work noted has been completed. We are recommending approval of the following payments:

Contract #	Pay App #	Contractor	Payment Request
2E	1	Spring Electric, Inc.	\$ 14,297.79

If you have any questions or require additional information, please do not hesitate to contact me at (518) 452-1290. We look forward to continuing work on this important project.

Sincerely,

Anthony P. Mantas
Engineer I

TO OWNER:

Village of South Glens Falls
46 Saratoga Avenue
South Glens Falls, NY 12803

FROM CONTRACTOR:

Spring Electric, Inc.
93 Blue Factory Road
Averill Park, NY 12018

CONTRACT FOR: SGF WTP Upgrades Electrical

PROJECT:

WTP Upgrades Re-Bid

ARCHITECT/ENGINEER:

Delaware Engineering, D.P.C.
238 Madison Ave Ext.
Albany, NY 12203

APPLICATION NO:

12/6/2022

PERIOD FROM:

2/10/2022

TO:

12/3/2022

PROJECT #'s:

TRUE

CONTRACTO

ARCH/ENG:

E2208

OWNER:

2E

CONTRACT DATE:

2/10/2022

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

CONTRACTOR: Spring Electric, Inc.

By: *[Signature]* Date: *12/22/22*

State Of: New York

County Of: Albany

Subscribed and sworn to before

me this 22 day of December, 2022

Notary Public: *Cherise M. Russell*

My Commission expires: *7/12/2025*

CHIEF SEA M. RUSSELL
Notary Public, State of New York
Saratoga County #01RU6419493
Commission Expires July 12, 2025

ARCHITECT/ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$14,297.79

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

ARCHITECT/ENGINEER:

BY: *[Signature]*

DATE: 03/14/2023

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....
2. NET CHANGE BY CHANGE ORDERS.....
3. CONTRACT SUM TO DATE (Line 1 + 2).....
4. TOTAL COMPLETED & STORED TO DATE.....
(Column N on Continuation Sheet)
5. RETAINAGE.....
5.00% of Total Completed and Stored to Date
(Column N on Continuation Sheet)
6. TOTAL EARNED LESS RETAINAGE.....
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate).....
8. CURRENT PAYMENT DUE.....
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....
(Line 3 less Line 6)

\$	78,500.00
\$	78,500.00
\$	\$15,050.31
\$	752.52
	\$14,297.79
\$	\$14,297.79
\$	64,202.21

Change Order Summary	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$ -
Total approved this Month		
NET CHANGES by Change Order	TOTALS	

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

* The Total Scheduled Value & The Total amount Completed and Stored to Date (for the project) may not exceed the Contract Sum to Date unless a change order has been fully executed by the contractor, architect/engineer & owner.

** Enter the actual Total Completed and Stored to Date & Actual Balances to Finish even if the total for any item exceeds the scheduled value.

*** All approved change orders are to be listed on the continuation sheet

APPLICATION NO.: 1		12/6/2022		TO: 12/3/2022	
PERIOD FROM: 2/10/2022		2E		5.00%	
PROJECT NO.:		RETAINAGE			

A		B		C		D		E		F		G		H		I		J		K		L		M		N		O		P		Q	
ITEM NO.	*** DESCRIPTION OF WORK	SCHEDULED VALUE	BID QUANTITY	UNITS	UNIT PRICE	PREVIOUS				THIS PERIOD				WORK COMPLETED				TOTAL		TOTAL IN PLACE QUANTITY TO DATE	** TOTAL COMPLETED AND STORED TO DATE (H+J+K)	** TOTAL PERCENT COMPLETE (N / C)	** BALANCE TO FINISH	RETAINAGE OF TOTAL COMPLETE (% OF N)									
						TOTAL PREVIOUS IN PLACE QUANTITY	TOTAL FROM PREVIOUS APPLICATIONS	TOTAL IN PLACE QUANTITY THIS PERIOD	TOTAL THIS PERIOD	TOTAL STORED QUANTITY (NOT IN G OR J)	TOTAL STORED (NOT IN H OR J)	TOTAL IN PLACE QUANTITY TO DATE	TOTAL COMPLETED AND STORED TO DATE (H+J+K)																				
1.0	Mobilization & General Construction	\$ 4,000.00	LS		\$ 4,000.00					\$ 2,500.00										\$ 2,500.00	62.50%	1,500.00	\$125.00										
2.0	General Electrical Building Work	\$ 23,500.00	LS		\$ 23,500.00															\$ -	0.00%	23,500.00	\$0.00										
3.0	Power & Control from Existing Building to GAC Filler Building	\$ 8,000.00	LS		\$ 8,000.00					\$ 5,500.00	\$ 2,050.31									\$ 7,550.31	94.38%	449.69	\$377.52										
4.0	Equipment and Panels	\$ 5,000.00	LS		\$ 5,000.00						\$ 5,000.00									\$ 5,000.00	100.00%	0.00	\$250.00										
5.0	Power and Control for Sewer Pumps	\$ 5,000.00	LS		\$ 5,000.00															\$ -	0.00%	5,000.00	\$0.00										
6.0	Start up of Equipment	\$ 3,000.00	LS		\$ 3,000.00															\$ -	0.00%	3,000.00	\$0.00										
7.0	Contingency Allowance	\$ 30,000.00	LS		\$ 30,000.00															\$ -	0.00%	30,000.00	\$0.00										
* TOTALS		\$ 78,500.00			\$ 78,500.00					\$ 8,000.00	\$ 7,050.31									\$15,050.31	19.17%	\$ 63,449.69	\$ 752.52										

PARTIAL RELEASE AND WAIVER OF MECHANIC'S LIEN

Project Name: South Glens Falls WTP Upgrades Re-Bid

Project Address: 2 Shermantown Rd., Glens Falls, NY 12801

Owner: Village of South Glens Falls

Contractor: Spring Electric, Inc.

Contract #2

Supplier: Thorpe Electric, Inc.

For payments made through: 2/25/2023

Partial Payment Amount: 2,384.12

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

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

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

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

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

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

This release and waiver may not be changed orally.

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

IN WITNESS WHEREOF, Thomas J. Gammel of Thorpe Electric Supply, Inc. - Rensselaer, NY has hereunto set her/his hand this 10th day of March, 2023.

CONTRACTOR/SUPPLIER: Thorpe Electric Supply, Inc.
AUTHORIZED AGENT: Thomas J. Gammel, President
WITNESS: James Milewski
SIGNATURE: [Signature]
TITLE: President

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

On the 10th day of March in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas J. Gammel personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

(Signature and office of individual taking acknowledgment.)

John Van Alstyne
Commissioner of Deeds
Commission Expires 01/05/2025

PARTIAL RELEASE AND WAIVER OF MECHANIC'S LIEN

Project Name: South Glens Falls WTP Upgrades Re-Bid

Project Address: 2 Shermantown Rd., Glens Falls, NY 12801

Owner: Village of South Glens Falls

Contractor: Spring Electric, Inc.

Contract #2

Supplier: Green Mountain Electric

For payments made through: 2/25/2023

Partial Payment Amount: 6,963.00

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

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

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

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

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

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

This release and waiver may not be changed orally.

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

IN WITNESS WHEREOF, James Lake, of GME
this 10th day of March, 2023 has hereunto set her/his hand

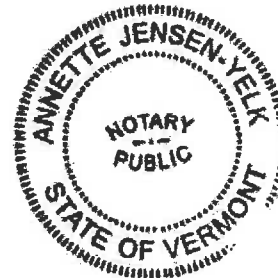
CONTRACTOR/SUPPLIER: GME
AUTHORIZED AGENT: James Lake
WITNESS: [Signature]
SIGNATURE: [Signature]
TITLE: COO

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

On the 10th day of March in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared James Lake personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Annette Jensen-Yell
Notary Public

(Signature and office of individual taking acknowledgment.)



4/31/2025.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

PROJECT OR CONTRACT NO.

PROJECT AND LOCATION
South Glens Falls WTP

FOR WEEK ENDING

PAYROLL NO. 32

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS										(9) NET WAGES PAID FOR WEEK			
							FICA							WITH- HOLDING TAX	Health	NYPL		OTHER	TOTAL DEDUCTIONS	
							FICA													
							FICA													
Patrick P. Spring 4367 93 Blue Factory Road Averill Park, NY 12018	0	Owner	O																	
			S	1.00																
Daniel J. Buonocore 2939 40 Gilligan Road East Greenbush, NY 12061	7	Electrician	O																	
			S	8.00	8.00	7.00														
Casey M. Kilmartin 0526 17 New Jersey Ave Rensselaer, NY 12144	0	Apprentice Electrician	O																	
			S			7.00														
Casey M. Kilmartin 0526 17 New Jersey Ave Rensselaer, NY 12144	0	Apprentice Electrician	O																	
			S	8.00	8.00															
Victoria J. Spring 4707 93 Blue Factory Road Averill Park, NY 12018	0	Owner	O																	
			S																	
	0		O																	
			S																	
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(e). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(iv) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date 8/15/2022

I, Victoria J. Spring President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Spring Electric, Inc. on the
(Contractor or Subcontractor)

South Glens Falls WTP; that during the payroll period commencing on the
(Building or Work)

7th day of August, 2022, and ending the 13th day of August, 2022,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Spring Electric, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

C. Kilmartin moved into his 3rd year apprenticeship on 8/10. Pay rate changed accordingly.

NAME AND TITLE

Victoria J. Spring, President

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



GMES GLENS FALLS
319 CORINTH ROAD
QUEENSBURY NY 12804
518-792-5867 Fax

www.gmes.com

INVOICE

INVOICE DATE	INVOICE NUMBER
08/31/22	S3951533.007
PLEASE REMIT PAYMENT TO:	
GREEN MOUNTAIN ELECTRIC SUPPLY 356 RATHE RD COLCHESTER VT 05446	

SHIP TO:

SPRING ELECTRIC, INC.
93 BLUE FACTORY ROAD
AVERILL PARK NY 12018

SPRING ELECTRIC, INC.
93 BLUE FACTORY ROAD
AVERILL PARK NY 12018

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY	RELEASE NUMBER		
56495	ALCOVE 2278				
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
James Catillaz	BW -BEST WAY	NET 10TH DUE 10TH	08/31/22	05/27/22	
DESCRIPTION		ORDER QTY	SHIP QTY	NET UNIT PRICE	NET AMOUNT
^LOT BILLING EATON CUTLER HAMMER South Glens Falls WTP SAY1279718		1ea	1ea	4366.180/ea	4366.18
This Lot Shipment Consists of: Ord Qty Shp Qty Description					
1 1 P22D400LT42CH01					
1 1 EZT2060S					
1 1 EZB2060R					
check 1660					
Our New Remit Address is: 356 Rathe Rd Colchester, VT 05446-1505					
Invoice is due by 09/10/22.			Signed by:		
			SUBTOTAL		4366.18
			S&H CHGS		
			SALES TAX		0.00
			AMOUNT DUE		4366.18

Web Enrollment Token: RTV ROR BRR <http://greenmountainelec.billtrust.com>

Web Enrollment Token: RTV RQR BRR <http://greenmountainelec.billtrust.com>

TERMS are NET10th. Finance charges of 1.75% per month or the max. allowable by law may be charged on past due accounts. In the event account is referred for collection, customer agrees to pay all costs in collection, including court costs and reasonable attorney's fees. Stock returns by permission only and subject to restock charge. Special orders are non-returnable.

9/7/2022

Green Mountain Electric Supply

**4,459.58

Four Thousand Four Hundred Fifty-Nine and 58/100*****

Green Mountain Electrical Supply
356 Rathe Rd
Colchester, VT 05446-1505

56495

Green Mountain Electric Supply					9/7/2022	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/11/2022	Bill	S4122806.001	49.16	49.16		49.16
8/30/2022	Bill	S4139960.001	44.24	44.24		44.24
8/31/2022	Bill	S3951533.007	4,366.18	4,366.18		4,366.18
					Check Amount	4,459.58

Saratoga National Ch 56495

4,459.58

Green Mountain Electric Supply					9/7/2022	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/11/2022	Bill	S4122806.001	49.16	49.16		49.16
8/30/2022	Bill	S4139960.001	44.24	44.24		44.24
8/31/2022	Bill	S3951533.007	4,366.18	4,366.18		4,366.18
					Check Amount	4,459.58

Saratoga National Ch 56495

4,459.58

Spring Electric, Inc.
93 Blue Factory Rd.
Averill Park, NY 12018-5302

Spring Electric
80-1182213

001660

07/20/22

PAY TO THE
ORDER OF

Green Mountain Electric Supply

\$ 4,459.68

Four Thousand Four Hundred Fifty Nine and 68/100

DOLLARS

Green Mountain Electrical Supply
355 Rethel Rd
Colchester, VT 05446-1806

Victoria J. M.

MEMO

56495

⑈001660⑈ ⑆021311529⑆ 70247107⑈

THIS IS A VOID COPY. IT IS NOT VALID FOR DEPOSIT. IT IS A VOID COPY. IT IS NOT VALID FOR DEPOSIT.

☐ CHECK BOX FOR MOBILE/REMOTE DEPOSIT

OR VISIT OUR WEBSITE AT WWW.GMELT.COM

FOR DEPOSIT ONLY - ONLY
GREEN MOUNTAIN ELECTRICAL SUPPLY, INC.
11/20/2022



GMES GLENS FALLS
319 CORINTH ROAD
QUEENSBURY NY 12804
518-792-5867 Fax

www.gmes.com

INVOICE

INVOICE DATE	INVOICE NUMBER
06/15/22	S3951533.003
PLEASE REMIT PAYMENT TO:	
GREEN MOUNTAIN ELECTRIC SUPPLY 356 RATHE RD COLCHESTER VT 05446	

SHIP TO:

SPRING ELECTRIC, INC.
93 BLUE FACTORY ROAD
AVERILL PARK NY 12018

SPRING ELECTRIC, INC.
93 BLUE FACTORY ROAD
AVERILL PARK NY 12018

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY	RELEASE NUMBER
56495	ALCOVE 2308		
WRITER	SHIP VIA	TERMS	SHIP DATE
James Catillaz	BW -BEST WAY	NET 10TH DUE 10TH	06/15/22
DESCRIPTION	ORDER QTY	SHIP QTY	NET UNIT PRICE
^LOT BILLING EATON CUTLER HAMMER South Glens Falls WTP SAY1279718	1ea	1ea	1505.480/ea
This Lot Shipment Consists of:			1505.48
Ord Qty Shp Qty Description			
1 1 DH365NGK			
Our New Remit Address is:			
356 Rathe Rd			
Colchester, VT 05446-1505			
SUBTOTAL			1505.48
S&H CHGS			
SALES TAX			0.00
AMOUNT DUE			1505.48

Invoice is due by 07/10/22.

Signed by:

Web Enrollment Token: RTV RQR BRR <http://greenmountainelec.billtrust.com>

TERMS are NET10th. Finance charges of 1.75% per month or the max. allowable by law may be charged on past due accounts. In the event account is referred for collection, customer agrees to pay all costs in collection, including court costs and reasonable attorney's fees. Stock returns by permission only and subject to restock charge. Special orders are non-returnable.

7/2/2022

Green Mountain Electric Supply

**2,897.15

Two Thousand Eight Hundred Ninety-Seven and 15/100*****

Green Mountain Electrical Supply
356 Rathe Rd
Colchester, VT 05446-1505

56495

Green Mountain Electric Supply					7/2/2022	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/15/2022	Bill	S3951533.003	1,505.48	1,505.48		1,505.48
6/28/2022	Bill	S4081457.001	69.67	69.67		69.67
6/29/2022	Bill	S3951533.005	1,322.00	1,322.00		1,322.00
					Check Amount	2,897.15

Saratoga National Ch 56495 2,897.15

Green Mountain Electric Supply					7/2/2022	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/15/2022	Bill	S3951533.003	1,505.48	1,505.48		1,505.48
6/28/2022	Bill	S4081457.001	69.67	69.67		69.67
6/29/2022	Bill	S3951533.005	1,322.00	1,322.00		1,322.00
					Check Amount	2,897.15

Saratoga National Ch 56495 2,897.15

Spring Electric, Inc.
83 Blue Factory Rd
Averill Park, NY 12018-5302

Cardoza National
80-7182818

001624

7/2/2022

PAY TO THE
ORDER OF

Green Mountain Electric Supply

\$ -2,897.16

Two Thousand Eight Hundred Ninety Seven and 16/100

DOLLARS

Green Mountain Electrical Supply
356 Rte Rd
Colchester, VT 05446-1505

MEMO

56495

Sixtenia

001624 00213115290 70247107

FOR REMOTE DEPOSIT ONLY
CHECK NUMBER 0016247107
630098929

DEPOSIT BOX FOR REMOTE DEPOSIT
NOTE: MAKE OR REMOTE DEPOSIT ON OR BEFORE



GMES GLENS FALLS
319 CORINTH ROAD
QUEENSBURY NY 12804
518-792-5867 Fax

www.gmes.com

INVOICE

INVOICE DATE	INVOICE NUMBER
05/27/22	S3951533.001
PLEASE REMIT PAYMENT TO:	
GREEN MOUNTAIN ELECTRIC SUPPLY 356 RATHE RD COLCHESTER VT 05446	

SHIP TO:

SPRING ELECTRIC, INC.
93 BLUE FACTORY ROAD
AVERILL PARK NY 12018

SPRING ELECTRIC, INC.
93 BLUE FACTORY ROAD
AVERILL PARK NY 12018

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY		RELEASE NUMBER	
56495	8208				
WRITER	SHIP VIA	TERMS		SHIP DATE	ORDER DATE
James Catillaz	BW -BEST WAY	NET 10TH DUE 10TH		05/27/22	05/27/22
DESCRIPTION		ORDER QTY	SHIP QTY	NET UNIT PRICE	NET AMOUNT
^LOT BILLING EATON CUTLER HAMMER South Glens Falls WTP SAY1279718		1ea	1ea	1091.340/ea	1091.34
This Lot Shipment Consists of: Ord Qty Shp Qty Description					
3 3 DH363UGKN					
Check 1599					
Our New Remit Address is: 356 Rathe Rd Colchester, VT 05446-1505					
Invoice is due by 06/10/22.				SUBTOTAL	1091.34
Signed by:				S&H CHGS	
Web Enrollment Token: RTV RQR BRR http://greenmountainelec.billtrust.com				SALES TAX	87.31
				AMOUNT DUE	1178.65

6/3/2022

Green Mountain Electric Supply

**1,091.34

One Thousand Ninety-One and 34/100*****

Green Mountain Electrical Supply
356 Rathe Rd
Colchester, VT 05446-1505

56495

Green Mountain Electric Supply					6/3/2022	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/27/2022	Bill	S3951533.001	1,091.34	1,091.34		1,091.34
					Check Amount	1,091.34

Saratoga National Ch 56495 1,091.34

Green Mountain Electric Supply					6/3/2022	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/27/2022	Bill	S3951533.001	1,091.34	1,091.34		1,091.34
					Check Amount	1,091.34

Saratoga National Ch 56495 1,091.34

Spring Electric, Inc.
63 Blue Factory Rd.
Averill Park, NY 12018-8302

Saratoga National
60-1102218

001599

6/3/2022

PAY TO THE ORDER OF Green Mountain Electric Supply

\$ **1,091.34

One Thousand Ninety-One and 34/100

DOLLARS

Green Mountain Electrical Supply
356 Raths Rd
Colchester, VT 05446-1505

MEMO 58495

Victoria

⑈001599⑈ ⑆021311529⑆ 70247107⑈

Spring Electric, Inc. is a member of the Spring Electric Group, which includes Spring Electric, Inc., Spring Electric Services, Inc., and Spring Electric Supply, Inc. All companies are licensed and bonded. Spring Electric, Inc. is a subsidiary of Spring Electric Group, Inc. All companies are licensed and bonded. Spring Electric, Inc. is a subsidiary of Spring Electric Group, Inc. All companies are licensed and bonded.

06/06/2022 ELECTRONICALLY PRESENTED

☐ CHECK BOX FOR NOBIL/RENOTE DEPOSIT

DATE OF PRESENTATION INFORMATION ONLINE ABOVE

FOR DEPOSIT ONLY
GREEN MOUNTAIN ELECTRICAL SUPPLY INC.
83358929

*Village of South Glens Falls, NY
Friday, March 10, 2023*

Chapter 149. Water

Article II. Additional Rules and Regulations for Metered Customers

§ 149-7. Location of meters.

The service connection and the plumbing in the building to be served shall be so arranged that the meter can be placed in a horizontal position not more than three feet from the portion where the service enters the building. There shall be installed by the owner a suitable ball- or curb-type valve only between the point where the service enters the building and the meter which must at all times be within clear view, and the location thereof must be easily accessible for reading, inspection and repair. Said connection, plumbing and meter locations may be altered after inspection and determination by the Superintendent of Public Works because of hardship, undue expense or inconvenience.

§ 149-8. Access to premises; hours.

Employees or representatives of the Village may enter the premises of the consumer at any reasonable time to examine the meter and its connections and to determine the quantity of water used and the method and manner of its use. The hours between 8:00 a.m. and 6:00 p.m. shall be considered reasonable hours for this purpose.

§ 149-9. Interference with meters.

- A. All persons are forbidden to interfere with or to remove a water meter from any service.
- B. No seal placed by the Village for the protection of any meter, valve, fitting or other water connection shall be tampered with or defaced. It shall not be broken except on written authorization from the Superintendent of Public Works. Where the seal is broken, the Village reserves the right to order the meter removed for testing at the expense of the consumer.
- C. Whenever a seal on a water meter shall be found to be broken, it shall be presumptive evidence that it was broken by the owner or occupant of the premises in which it is located.



Standard Agreement

Effective Date 03.07.2023 between Stericycle, Inc and VILLAGE OF SOUTH GLENS FALLS located at 46 SARATOGA AVE, SOUTH GLENS FALLS, New York, 12803-4837

Contract Entities: (Sold to) :

Customer/Company Name: VILLAGE OF SOUTH GLENS FALLS
Address 1: 46 SARATOGA AVE
Address 2:
City / State / Zip: SOUTH GLENS FALLS, New York, 12803-4837
Phone: 5187931455
Email: deputy.treasurer@sgfny.com
Contact: Samantha Berg
Title:

Billing Information

Billing Contact/Company Name: VILLAGE OF SOUTH GLENS FALLS
Address 1:
Address 2:
City / State / Zip: , ,
Phone: 5187931455
Email: deputy.treasurer@sgfny.com
Contact: Samantha Berg
Title:

Account Information	Service/Equipment Name	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
Account Name: VILLAGE OF SOUTH GLENS FALLS Address: 46 SARATOGA AVE, SOUTH GLENS FALLS, New York, United States, 12803-4837	SELECT PURGE SERVICE ON-SITE (PAPER)	One Time	1 Each	\$ 250.00 minimum per pickup	N/A	N/A	N/A	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
Account Name: VILLAGE OF SOUTH GLENS FALLS Address: 46 SARATOGA AVE, SOUTH GLENS FALLS, New York, United States, 12803-4837	TOTE-LARGE (96G/360L)	One Time	6 Each	\$ 75.65 per container Minimum include 1 each	N/A	N/A	N/A	Metro Surcharge: \$ 0 Per Stop Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

Contract Effective Date: 03.07.2023

GPO: NONE

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.*

The offer will expire 03.06.2024

Stericycle:

Contracting Entity: **Stericycle Inc.**
Name: **Erica Smith**
Title:
Date:

Customer:

Customer/Company:
Name: **Samantha Berg**
Title: **Clerk Treasurer**
Date:

Signature:

Signature:

By signing above, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions. Stericycle, Inc. 2355 Waukegan Road, Bannockburn, IL 60015 P (866) 783-7422. F (866) 783-7432

TERMS AND CONDITIONS

1. Introduction

Stericycle, Inc., a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2355 Waukegan Road, Bannockburn, IL 60015 (collectively, Stericycle), and VILLAGE OF SOUTH GLENS FALLS with offices at 46 SARATOGA AVE, SOUTH GLENS FALLS, New York, United States, 12803-4837 (Customer), hereby enter into and agree as provided in this Services Agreement (the Agreement) dated 03/07/2023 (the Effective Date).

2. Services

Stericycle will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Stericycle. Stericycle will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the "Destruction Process"), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe ("Prohibited Materials"). Customer shall be liable for damages resulting from the placement of any Prohibited Materials in any Equipment.

3. Terms of this Agreement; Renewal

The term of this Agreement will begin on the Effective Date and continue for sixty days.

4. Pricing

Customer shall pay to Stericycle the service fees and surcharges as set forth on page 1 (collectively "Service Fees"). Stericycle reserves the right, in its sole discretion, to increase the amount of each Service Fee or adjust or add a surcharge from time to time. Stericycle will provide notice of any new surcharges to Customer, which notice may be included on an invoice. Notwithstanding any provision to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Stericycle standard list price. Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Stericycle's discretion.

5. Payment Terms; Billing

Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Customer shall pay in full each Stericycle invoice within Net 10 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.5% per month on the past due balance (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. All payments must be in immediately available U.S. funds. Customer shall be responsible for any and all applicable taxes. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the Services after Stericycle has arrived at Customer's location on the scheduled shredding date.

6. Early Termination

In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 7 Customer shall promptly pay Stericycle all unpaid invoices and any late charges thereon.

7. Default & Termination for Cause

Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

8. Limitation of Liability; Disclaimer of Warranties

In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Stericycle's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement.

9. Indemnification

Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, the placement of Prohibited Materials in the Equipment.

10. Compliance Materials

To the extent that Stericycle provides Customer with electronic or printed materials (Compliance Materials), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials.

11. Confidentiality

Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures. Stericycle will keep confidential all Customer confidential information provided to Stericycle in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, confidential information means any information provided to Stericycle in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Stericycle free of any obligation to keep it confidential prior to receipt of the same from Customer.

12. Compliance with Laws and Policies

Each party shall comply with all laws, rules and regulations, including anti-corruption and economic and trade sanctions laws, applicable to its performance hereunder.

13. Excuse of Performance

In the event either party is prevented, hindered or delayed from the performance of any act required hereunder (other than the payment of any amounts due) by reason of acts of God, acts of war or terrorism, labor difficulties or civil unrest, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

14. Equipment

Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises (Equipment) and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value. However, in no event shall Customer be liable or responsible for damage to the Equipment to the extent caused by the acts or omissions, negligent or otherwise, of Stericycle, its employees and/or agents.

15. Exclusivity

INTENTIONALLY OMITTED

16. Brokers

Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

17. Entire Agreement; Purchase Orders

This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing.

18. Amendment and Waiver; Saving Clause; Survival

Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to in writing by the parties, without affecting the validity of this Agreement. All other amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

19. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle.

20. Independent Contractor

Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

21. Notices; Counterparts

(a) All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the Customer's address set forth on the first page of this Agreement, and in the case of Stericycle, to the Stericycle legal Department at: 2355 Waukegan Road, Bannockburn, IL 60015, Attn: Legal Department. Notices shall be effective when received. (b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy, facsimile or electronic document of this Agreement shall be as effective as an original.

22. Governing Laws & Dispute Resolution

Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions. Any dispute arising in connection with or relating to this Agreement or between the parties (Disputes) that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association (AAA), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office.

Attachments

Attachment: Service Compliance

SELECT PURGE SERVICE | ON-SITE (PAPER)

TOTE-LARGE (96G/360L)

New York City Contract Amendment Business Integrity Commission Compliance

This Amendment takes effect on 03.07.2023 and modifies the Service Agreement between VILLAGE OF SOUTH GLENS FALLS ('Customer') and Stericycle, Inc. ('Stericycle') dated 03.07.2023 (the 'Agreement').

**License #383
Stericycle Inc.
28161 N Keith Drive
Lake Forest IL 60045**

Notwithstanding any provision contained in the Agreement to which this Amendment is attached, with respect to any of Customer's waste generating sites located within the corporate limits of the City of New York (Customer's 'New York City Sites'), the following terms and conditions apply, to the exclusion of any contrary or different provisions:

MESSAGE TO THE CUSTOMER FROM THE NEW YORK CITY BUSINESS INTEGRITY COMMISSION (THE 'COMMISSION'):

THE COMMISSION REGULATES THE PRIVATE CARTING INDUSTRY IN NEW YORK CITY, INCLUDING CONTRACTS THAT CARTING COMPANIES OFFER TO THEIR CUSTOMERS. PLEASE NOTE THAT YOU ARE NOT REQUIRED TO SIGN A WRITTEN CONTRACT, AND YOU MAY NEGOTIATE WRITTEN TERMS OF YOUR OWN. YOU HAVE THE RIGHT TO CHOOSE FROM AMONG MANY CARTING COMPANIES, AND IT IS UNLAWFUL FOR A CARTING COMPANY TO PRESSURE OR FORCE YOU TO ENTER INTO A CONTRACT.

YOU HAVE MANY IMPORTANT RIGHTS UNDER THE LAW, AND NOT ALL OF THEM ARE SET FORTH IN THIS CONTRACT. IF YOU HAVE ANY QUESTIONS EITHER ABOUT YOUR RIGHTS OR ABOUT A PARTICULAR CARTING COMPANY, OR IF YOU WISH TO MAKE A COMPLAINT, YOU SHOULD CONTACT THE COMMISSION AT (212) 676-6275.

IT IS OUR JOB TO ENFORCE THE LAW, AND WE WILL BE HAPPY TO ASSIST YOU. THE COMMISSION SUGGESTS THAT YOU SEEK COMPETITIVE BIDS FROM SEVERAL DIFFERENT CARTING COMPANIES BEFORE SIGNING A CONTRACT LIKE THIS ONE. YOU MAY CONTACT THE COMMISSION FOR A LIST OF CARTING COMPANIES.

- 1. TERM OF CONTRACT:** This contract, as it applies to any of Customer's New York City Sites, will begin on the Effective Date and will continue for a period of 24 months. **(Note: by law, term of this contract, as it pertains to Customer's New York City Sites, may not exceed 24 months). The Customer may negotiate a period shorter than 24 months).**_____ Customer Initials Here
- 2. COMPLIANCE WITH LEGAL REQUIREMENTS:** Stericycle and the customer shall each comply with all applicable local, state and federal requirements concerning the collection, removal, or disposal of medical waste. The parties agree to indemnify each other for the costs incurred on account of any summons or violation issued to one party as a result of the other party's failure to comply with any such requirements.
- 3. CIRCUMSTANCES WHERE THIS CONTRACT WILL BE VOIDABLE:** This Contract, as it applies to any of Customer's New York City Sites, will be voidable (1) if any blank on this rider is not properly completed or any portion of this contract is crossed out; (2) if the contract is not signed by a person with authority to bind the party on behalf of whom the person signed; or (3) if it does not meet the requirements of

federal, state, or local law. If one party violates any law in performing under the contract, including the New York City Business Integrity Commission (former ct as it pertains to any of Customer's waste generating sites located within the corporate limits of the City of ly known as the Trade Waste Commission) rules and requirements, the other party may terminate the contra New York, by written notice of termination.

4. **GOVERNING LAW, DISPUTE RESOLUTION:** This Contract, as it pertains to any of Customer's New York City Sites, shall be governed by the laws of the State of New York. If the parties initial here _____, any dispute between the parties concerning the Customer's New York City Sites shall be resolved by binding arbitration conducted within the City of New York. The Commission's interpretation of its rules shall be binding in such arbitration.

THIS CONTRACT, AS IT PERTAINS TO CUSTOMER'S NEW YORK CITY SITES, WILL BECOME BINDING AND EFFECTIVE ONLY AFTER IT IS DATED AND SIGNED BY THE CARTING COMPANY AND THE CUSTOMER OR THE CUSTOMER'S AUTHORIZED REPRESENTATIVE. ANY CHANGE OF ANY TERM OR CONDITION OF THIS CONTRACT MUST BE MADE IN WRITING, DATED, AND SIGNED BY STERICYCLE, AND THE CUSTOMER OR THE CUSTOMER'S AUTHORIZED REPRESENTATIVE BEFORE THE TERM OR CONDITION CAN BECOME EFFECTIVE.

Stericycle:

Name: Erica Smith

Title:

Signature:

Customer:

Name: Samantha Berg

Title: Clerk Treasurer

Signature:

Certificate Of Completion

Envelope Id: 993917E74FE242A7B8FF75A7D950C903

Status: Sent

Subject: Documents for your DocuSign Signature

Source Envelope:

Document Pages: 7

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Erica Smith

AutoNav: Enabled

2355 Waukegan Road

Envelope Stamping: Enabled

Bannockburn, IL 60062

Time Zone: (UTC-06:00) Central Time (US & Canada)

erica.smith@stericycle.com

IP Address: 13.110.78.8

Record Tracking

Status: Original

Holder: Erica Smith

Location: DocuSign

3/7/2023 11:34:06 AM

erica.smith@stericycle.com

Signer Events

Signature

Timestamp

Samantha Berg

Sent: 3/7/2023 11:34:08 AM

clerktreasurer@sgfny.com

Resent: 3/7/2023 11:35:41 AM

Clerk Treasurer

Resent: 3/7/2023 11:35:47 AM

Security Level: Email, Account Authentication
(None)

Resent: 3/8/2023 8:08:47 AM

Viewed: 3/8/2023 8:59:36 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Erica Smith

erica.smith@stericycle.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/7/2023 11:34:08 AM

Envelope Updated

Security Checked

3/7/2023 11:35:39 AM

Payment Events

Status

Timestamps

**Adirondack
Water
Works
Conference**

**2023 Spring Meeting
and Workshop**



The Spring meeting of the Adirondack Waterworks Conference and Workshop will be held on Wednesday, March 29th, 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.)

8:30 am	Registration, Coffee, and Donuts
9:00am – 10:00 am	Lead & Copper Rule Revisions (LSL Inventory) by Kristine Wheeler, P.E. NYSDOH
10:00am – 11:00 am	CEU Hydrant and Pressure Monitoring by David Zinni of Clow Valve
11:00am – 12:00 pm	Disinfection By-Products-Prevention & Treatment Optimization by William Hotaling of IXOM Watercare
12:00pm – 1:00pm	Lunch

Pre-registered price for the program is \$70.00. Please make your reservation by Wednesday, March 22nd. Questions should be directed to Kaitlyn Curvin, Delaware Engineering, D.P.C. (518)452-1290.

Email advance reservations to AWWC@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:

** For the Board's approval to attend.
Alan, John, and TJ \$210.00
Fx 8320.410*