



PUBLIC MEETING

6:30 PM Special Meeting

Attorney Review

7:00 PM Regular Session

December 21, 2022

MAYOR NICHOLAS BODKIN PRESIDING

Agenda

Public Forum 7:00 p.m.

1. Grant Projects Update
 - a. Carbon Filtration
 - b. GIGP submissions and Pay App discussion for Engineering.
2. Grant Projects Disbursement Requests
 - a. Carbon Filtration Project Update
 - i. Motion to approve Jersen Pay App #4
 - ii. Motion to approve Disbursement Request #13
 1. Jersen Pay App #2
 2. Jersen Pay App #3
 3. Delaware Engineering Invoices 10/18/22 & 11/29/22
 - b. Sewer I&I Update
 - i. Motion to Disbursement Request #13, KPI Pay App #2
 - ii. Motion to approve KPI Pay App #3

3. Transfers

FX 8340.403	FX 8320.402	\$66.56	Water Pump Phone
A 1640.407	A 1640.405	\$49.33	StoredTech
A 1325.409	A 1325.405	\$98.82	CT Phone
A 1325.402	A 1325.407	\$35.63	Transcriptions

4. Motion to Approve the Bills as Audited.
5. LED Lighting for DPW



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

6. Saratoga County Planning and Zoning Conference 2023
7. Motion to purchase new Dump Truck
8. Policy regarding the use of Village vehicles on weekend while on call
9. Motion to approve renewal for Employee Benefits
 - a. Employee Health Plan- MVP
10. Medicare plan discussion
11. Motion to engage a law firm as general counsel.
12. Old Business
13. New Business
14. Trustee Reports
15. Mayor's Report
16. **Executive Session Items:** PBA negotiations, Health Insurance Renewal, George Moss Property, Fire Company Contract, Verizon Lease Renewal, potential litigation/action.

GIGP GRANT PROGRAM

VILLAGE OF SOUTH GLENS FALLS

and

**NEW YORK STATE
ENVIRONMENTAL FACILITIES CORPORATION**

GRANT AGREEMENT

(GREEN INNOVATION GRANT PROGRAM)

**PROJECT NO.: C5-7505-02-00
GIGP APPLICATION NO.: 1872**

Dated as of December 29, 2022

GIGP GRANT PROGRAM

TABLE OF CONTENTS

Article I.	GENERAL PROVISIONS	1
Section 1.01	Definitions.	1
Section 1.02	Effective Date and Term.	1
Section 1.03	Approvals and Consents.	2
Section 1.04	Interpretation.	2
Section 1.05	Exhibits and Appendices Incorporated.	2
Section 1.06	Amendments and Waiver.	2
Section 1.07	Assignment.	2
Section 1.08	Applicable Law; Venue.	2
Section 1.09	No Warranty Regarding Condition, Suitability or Cost of Project.	3
Section 1.10	Notices.	3
Section 1.11	Severability.	3
Section 1.12	Execution in Counterparts; .pdf Signatures.	4
Section 1.13	Grant Agreement Supersedes Prior Agreements.	4
Section 1.14	No Obligation of State.	4
Section 1.15	No Waiver.	4
Article II.	REPRESENTATIONS AND WARRANTIES OF RECIPIENT	4
Section 2.01	Legal Authority/Capacity/Binding Obligation.	4
Section 2.02	No Action.	5
Section 2.03	No Default.	5
Section 2.04	Project Approvals.	5
Section 2.05	Funds Available.	5
Section 2.06	Description of the Project.	5
Section 2.07	Estimate of Costs.	5
Section 2.08	Environmental Review.	5
Section 2.09	Intermunicipal and Other Agreements.	6
Section 2.10	Third-Party Funding.	6
Section 2.11	Procurement, Suspension and Debarment; Lobbying.	6
Section 2.12	No Material Adverse Change.	6
Section 2.13	Full Disclosure.	6
Section 2.14	Solvency.	6
Article III.	AGREEMENT TO PROVIDE FINANCIAL ASSISTANCE	7
Section 3.01	Agreement to Provide Financial Assistance for Project Costs.	7
Section 3.02	Source of Funding; Nature of Obligation.	7
Section 3.03	Requests for Disbursement of Grant Proceeds.	7
Section 3.04	Disapproval or Adjustment of Payment Request.	8
Section 3.05	Proof of Payment.	8
Section 3.06	Changes to Project.	8
Article IV.	COVENANTS	8
Section 4.01	Compliance with Laws and this Grant Agreement.	8
Section 4.02	Project Implementation.	11
Section 4.03	Performance.	11
Section 4.04	Accounting and Records.	12
Section 4.05	Application of Grant Proceeds.	13

Section 4.06	Payment of Additional Project Costs.	13
Section 4.07	Further Assurances.	13
Section 4.08	Non-Discrimination Requirements.	13
Section 4.09	Leases, Intermunicipal and Other Agreements.	14
Section 4.10	Third-Party Funding.	14
Section 4.11	Indemnification.	14
Section 4.12	Project Requirements.	14
Section 4.13	Recoupment of Grant Proceeds.	14
Article V.	EVENTS OF DEFAULT; REMEDIES	15
Section 5.01	Events of Default.	15
Section 5.02	Remedies.	16
EXHIBIT A	PROJECT DESCRIPTION AND SCHEDULE	
EXHIBIT B	DEFINITIONS	
EXHIBIT C	ESTIMATED PROJECT COSTS	
EXHIBIT D	SCHEDULE OF ADDITIONAL PROVISIONS	
EXHIBIT E	FORM OF GRANT DISBURSEMENT REQUEST	
EXHIBIT F	FORM OF PROJECT COMPLETION CERTIFICATE	
EXHIBIT G	REQUIRED CONTRACT LANGUAGE FOR PROJECT CONTRACTS AND SUBCONTRACTS FUNDED BY THE PROGRAM	
EXHIBIT H	LOBBYING CERTIFICATION	

This GRANT AGREEMENT, dated as of the date set forth on the cover page, is between the Recipient identified on the cover page hereof and the Corporation.

WITNESSETH:

WHEREAS, the Corporation is empowered under the NYSEFC Act to provide financial assistance to eligible recipients for the planning, design, and construction of eligible projects; and

WHEREAS, the Clean Water Act authorized funding for projects to address green infrastructure, water or energy efficiency improvements, or other environmentally innovative activities and the Corporation determined that it is desirable and necessary to implement the Green Innovation Grant Program through the Revolving Fund to provide funding to these types of projects and the information contained in SCHEDULE 1 is incorporated herein by reference; and

WHEREAS, the Recipient has submitted an application for financial assistance from the Corporation for the purpose of funding the Project, and the Project has been deemed by the Corporation to be eligible for assistance under the NYSEFC Act, and the Corporation has reviewed and approved the funding of the Project; and

WHEREAS, on the basis of Recipient's application and the representations, warranties and covenants set forth herein, the Corporation proposes to make financial assistance available to the Recipient, pursuant to Article III of this Grant Agreement, to fund, or to reimburse the Recipient for costs incurred in connection with the Project, and the Recipient desires to receive such funding upon the terms and conditions set forth in this Grant Agreement; and

NOW THEREFORE, in consideration of the premises and the representations, covenants and agreements herein set forth, the Recipient and the Corporation, each binding itself, its successors and assigns, promise, covenant and agree as follows:

**Article I.
GENERAL PROVISIONS**

Section 1.01 Definitions.

Unless stated otherwise, each capitalized term used in this Grant Agreement has the meaning specified for it in EXHIBIT B.

Section 1.02 Effective Date and Term.

(a) This Grant Agreement is effective and shall become enforceable as of the date on the cover page following its execution by the Recipient and the Corporation.

(b) This Grant Agreement shall remain in full force and effect through the useful life of the Project as set forth in EXHIBIT D, unless the Corporation agrees in writing to extend the term of this Grant Agreement.

(c) Article IV and Article V shall survive any termination of the Grant Agreement.

(d) Failure of Recipient to complete the Project within three years may result in

Recipient's forfeiture of undisbursed Grant proceeds.

Section 1.03 Approvals and Consents.

All approvals, consents, determinations and acceptances required to be given or made by any person or party hereunder shall be at the sole discretion of the person or party whose approval, consent, determination or acceptance is required. In recognition of the Grant Award, the Recipient shall post an interpretive sign for the Project within ninety days of Project completion. The sign, or as appropriate in the discretion of the Recipient, multiple signs, shall be designed, rendered and erected on or near the Project to communicate educational narratives and graphics to educate the public about the specifics of the Project, Project components, the benefits of green practices, and the reason(s) such Project is considered a green practice. The sign(s) shall include funding acknowledgment, contact information, and maintenance information and shall be sufficiently durable to provide ten years of service. If a sign is impracticable due to the nature of the Project, an alternative means of educating the public about the Project may be used in a form approved by the Corporation. Guidance is available at <https://www.efc.ny.gov/sites/default/files/uploads/Green%20Innovation%20Grant%20Program/Sign%20Guidance%20Manual%20-%20GIGP%20-2015.pdf>. To spur continued development of green innovation, build green capacity, and facilitate technology transfer throughout the State, the Recipient consents to the Corporation's use of images, descriptions and depictions of the Project for promotional and educational presentations, outreach, and publications.

Section 1.04 Interpretation.

The captions, headings and table of contents are solely for convenience of reference and shall not constitute part of this Grant Agreement. They do not affect its meaning, construction or effect. The parties acknowledge and agree that this Grant Agreement shall not be construed more favorably in favor of any party hereto based upon which party drafted the same.

Section 1.05 Exhibits and Appendices Incorporated.

All exhibits and appendices to this Grant Agreement, including any amendments and supplements hereto, are hereby incorporated in and made a part of this Grant Agreement.

Section 1.06 Amendments and Waiver.

Any provision of this Grant Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Recipient and the Corporation.

Section 1.07 Assignment.

The rights of the Corporation to enforce the duties, covenants, obligations and agreements of the Recipient set forth in this Grant Agreement may at any time, in whole or in part, be assigned and pledged by the Corporation. Thereafter, such duties, covenants, obligations and agreements assigned and pledged shall be for the benefit of and enforceable by the Corporation and such assignee. The Recipient may not transfer or assign this Grant Agreement without the prior written consent of the Corporation. Any purported transfer in violation of this Section 1.07 shall be null and void. The provisions of this Grant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.08 Applicable Law; Venue.

This Grant Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. Each party hereto hereby

irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any court of competent jurisdiction sitting in Albany County, in any action or proceeding arising out of or relating to this Grant Agreement and each party hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. The Recipient hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Grant Agreement, in any court referred to herein, and, if applicable, agrees not to assert the defense of sovereign immunity in any such proceedings. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 1.09 No Warranty Regarding Condition, Suitability or Cost of Project.

Neither the Corporation nor the Agency makes any warranty, express or implied, as to the Project or its condition or that it will be suitable for the Recipient's purposes or needs, or that the proceeds of the Grant will be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, design drawings and specifications or other documents, or any inspection of the Project by the Agency or the Corporation, does not relieve the Recipient of its responsibility to plan, design, and build the Project properly, and to operate and maintain the Project effectively, as required by laws, regulations, permits and good management practices. The Recipient acknowledges and agrees that the Agency and the Corporation or their agents or representatives are not responsible for increased costs resulting from defects in the plans, design drawings and specifications or other Project documents. Nothing in this section prohibits a Recipient from requiring assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

Section 1.10 Notices.

All notices or other communications hereunder shall be sufficiently given, and shall be deemed given, when delivered in writing to the address, facsimile number, or e-mail of the identified party or parties set forth below, or to such other address, facsimile number, or e-mail as the appropriate party may hereafter designate by notice in writing given to the others.

If to the Corporation:

New York State Environmental Facilities Corporation
Attn.: Chief Financial Officer
625 Broadway
Albany, New York 12207-2997
Facsimile No.: (518) 486-9323
E-Mail Address: info@efc.ny.gov

With a copy of such communications delivered to the attention of the General Counsel at the address set forth above.

If to Recipient:

At the address specified on the signature page of this Agreement.

Section 1.11 Severability.

If any provision of this Grant Agreement is held illegal, invalid or unenforceable by any court of

competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 1.12 Execution in Counterparts; .pdf Signatures.

This Grant Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (".pdf") e-mail attachment shall constitute effective execution of this Grant Agreement, and .pdf copies of this Grant Agreement shall have the same force and effect as an original.

Section 1.13 Grant Agreement Supersedes Prior Agreements.

This Grant Agreement supersedes any other prior or contemporaneous agreements or understandings, written or oral, between the parties relating to the funding of the Project. This Grant Agreement hereby supersedes any prior agreement between the Recipient and the Corporation with respect to Project Number 1872, if any, and any prior agreement between the Recipient and the Corporation with respect to Project Number 1872, if any, is hereby terminated, including any obligation of the Corporation to fund the Project or provide grant funds pursuant to the terms of the prior agreement; provided that the Corporation shall be permitted to exercise any remedies available to Corporation with respect to returning grant proceeds disbursed under the prior agreement.

Section 1.14 No Obligation of State.

Nothing in this Grant Agreement shall constitute a commitment of the State to appropriate or reappropriate any federal or State funds.

Section 1.15 No Waiver.

No delay or failure on the part of the Corporation, in the exercise of any power or right under this Grant Agreement shall operate as a waiver thereof or as an acquiescence in any default or Event of Default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Corporation are cumulative to, and not exclusive of, any rights or remedies which the Corporation would otherwise have.

**Article II.
REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

As of the date set forth on the cover page of this Grant Agreement, the Recipient provides the representations and warranties set forth below. The Recipient shall notify the Corporation of any material changes in the status of these representations and/or warranties during the term of this Grant Agreement. In addition, the Recipient acknowledges that it shall be required to provide such representations and warranties again at the time of submission of each request for disbursement.

Section 2.01 Legal Authority/Capacity/Binding Obligation.

The Recipient is an entity duly organized and existing under the laws of the State and has full legal right, power and authority to conduct its business and own its properties, and enter into this Grant Agreement and comply with its terms. The Resolution has been duly adopted by the Recipient and remains in full force and effect; and any and all consents, authorizations and approvals of any third party required with respect thereto have been obtained. The Recipient certifies that it has the legal, institutional, managerial, contractual and financial capability to ensure adequate completion of the Project.

Section 2.02 No Action.

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Recipient, nor is there any basis therefor (i) affecting the creation, organization or existence of the Recipient or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution of this Grant Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Grant Agreement or the Resolution, or the execution of this Grant Agreement, or any agreement or instrument relating thereto, (iv) affecting the ability of the Recipient to fulfill the terms and conditions of this Grant Agreement, (v) that would impair or delay the Project, or (vi) that would have a Material Adverse Effect.

Section 2.03 No Default.

The Recipient is not in default under (i) any loan agreement, note, bond, mortgage, or other instrument evidencing or securing indebtedness; (ii) any agreement that would impair or delay the Project; or (iii) any agreement that would have a Material Adverse Effect. The Recipient is not, in any respect material to the transactions contemplated by this Grant Agreement, in breach of or in default under any applicable law or federal or State regulation or any applicable judgment or decree or any other agreement or instrument to which the Recipient is a party or by which it or any of its properties are bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default. The execution and delivery of this Grant Agreement and the adoption of the Resolution and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or federal or State regulation or any applicable judgment or decree or any agreement or other instrument to which the Recipient is a party or by which it or any of its property is bound.

Section 2.04 Project Approvals.

The Recipient has obtained all necessary approvals from any and all governmental agencies requisite to the completion of the Project and is in compliance with all federal, State and local laws, ordinances and regulations applicable thereto, and Recipient has obtained approval of engineering or facilities plans or reports with respect to the Project from the Agency and the Corporation.

Section 2.05 Funds Available.

Recipient has funds available or will have funds available upon the consummation of the transactions contemplated hereby sufficient to pay all costs of the Project.

Section 2.06 Description of the Project.

The description of the Project as set forth in EXHIBIT A is an accurate description of the scope of activities to be funded in part pursuant to the terms of this Grant Agreement.

Section 2.07 Estimate of Costs.

The Estimated Project Costs as shown in EXHIBIT C represent a reasonable estimate of the costs actually incurred or expected to be incurred for the Project.

Section 2.08 Environmental Review.

The Recipient, with respect to the Project, has complied with all requirements of the State Environmental Quality Review Act ("SEQRA"), the State Environmental Review Process ("SERP") approved by EPA for Revolving Fund projects, or a National Environmental Protection Act ("NEPA")

environmental review, as the case may be, and has notified the Agency and the Corporation of all actions proposed for complying with the environmental review requirements imposed by SEQRA, SERP (if applicable), or NEPA environmental review, as the case may be.

Section 2.09 Intermunicipal and Other Agreements.

Except as disclosed to the Corporation in writing in connection with the Recipient's application for the Grant, the Recipient has not entered into any intermunicipal agreements or any other contract in connection with the Project and does not intend to enter into any other intermunicipal agreements in connection with the Project. If the Recipient has entered into a permitted intermunicipal agreement or any other contract in connection with the Grant, the term length of such agreement shall be at least as long as the term length of this Grant Agreement.

Section 2.10 Third-Party Funding.

The Recipient is eligible to receive the full amount of the Third-Party Funding specified in EXHIBIT C, if any, and knows of no existing fact, condition or circumstance that might act to vitiate such eligibility.

Section 2.11 Procurement, Suspension and Debarment; Lobbying.

The Recipient has not been deemed ineligible to submit a bid or be awarded a public contract or subcontract pursuant to any applicable law or regulation, including but not limited to, Labor Law § 220-b, Executive Law § 316, 2 CFR Part 180, or 2 CFR Part 1532. Further, neither the Recipient nor any of its contractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under any applicable law or regulation, including but not limited to Labor Law § 220-b, Executive Law § 316, 2 CFR Part 180, or 2 CFR Part 1532. The Recipient represents that it has not expended any appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in connection with any grant or financing which exceeds \$100,000 hereunder in accordance with the provisions of 40 CFR Part 34.

Section 2.12 No Material Adverse Change.

Since the date of Recipient's application for Grant, there has been no change in condition (financial or otherwise) of Recipient which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

Section 2.13 Full Disclosure.

The statements, documents, and information furnished to the Corporation in connection with the negotiation of this Grant Agreement and the commitment by the Corporation to provide the Grant are accurate, not misleading, and do not contain any untrue statements of a material fact or omit a material fact necessary to make the statements, documents, and information not misleading. Recipient acknowledges and agrees that the Corporation is only executing this Grant Agreement in reliance on such statements, documents, and information furnished to the Corporation being accurate and not misleading.

Section 2.14 Solvency.

The Recipient is solvent, able to pay its debts as they become due, and has sufficient capital to carry on its operations and complete the Project.

Article III.
AGREEMENT TO PROVIDE FINANCIAL ASSISTANCE

Section 3.01 Agreement to Provide Financial Assistance for Project Costs.

(a) *Grant Award.* The Corporation will provide financial assistance to the Recipient subject to the conditions and in accordance with the terms of this Grant Agreement for a period not to exceed three years by making payments of Grant Award proceeds in an aggregate amount not to exceed the lesser of 90% of eligible Project Costs (75% of eligible costs for efficiency projects) or the Grant Award identified in EXHIBIT C. The Corporation shall have no obligation to make payments more frequently than once every month. The Corporation will retain custody and control over Grant funds which will only be made available to the Recipient upon submission to the Corporation of documentation of incurred Project Costs and approval thereof by the Corporation. Subject to the Recipient's compliance with the terms and provisions of this Grant Agreement, the Corporation will make payment to the Recipient within thirty (30) days of the Corporation's receipt of a properly completed Grant Disbursement Request Form in the form of EXHIBIT E.

(b) *Retainage.* The Corporation will hold back as retainage five percent (5%) of each disbursement made to the Recipient. The total accumulated retainage will be paid to the Recipient within thirty (30) days after the Corporation approves the Project as complete. The Project shall be deemed complete upon receipt and acceptance by the Corporation of: (i) a certificate of an Authorized Person stating that the Project has been completed in accordance with this Grant Agreement and the approved plans and specifications and approved amendments thereto; and (ii) a certificate of an Authorized Person stating that the Project has been completed, which shall carry the seal or stamp of a New York State licensed engineer or engineering firm and set forth that: (i) the Project was constructed in accordance with all approved plans and specifications; (ii) any and all equipment was installed as designed and specified; (iii) the Project is sufficiently complete in accordance with all Project construction contracts; and (iv) the Project can be utilized for its intended purposes. The Corporation shall have the right to a final review and inspection of the Project before releasing any retainage.

Section 3.02 Source of Funding; Nature of Obligation.

The Corporation shall provide financial assistance to the Recipient pursuant to this Grant Agreement solely from moneys made available to it for purposes of the Program. The Corporation has no obligation to make any financial assistance payments and no obligation shall be incurred by the State or the Corporation beyond moneys made available to the Corporation for such purposes. Further, the Corporation has no obligation to make Grant payments to the Recipient beyond the term of this Agreement. Notwithstanding anything to the contrary in this Grant Agreement, the Recipient acknowledges and agrees that the Corporation's funding of a disbursement of the Grant Award, is subject to the receipt by the Corporation of moneys in an amount equal to the aggregate amount of such disbursement from monies made available to the Corporation as capitalization grant payments under the Clean Water Act and such amount is allocated by the Corporation to the Grant Award, unless the Corporation determines to provide other available moneys for such purpose. In the event the Recipient shall, at any time, receive any Third-Party Funding from any entity other than the Corporation, the Recipient must draw down, in full, such Third-Party Funding prior to requesting any disbursement of Grant proceeds hereunder. If the Recipient is unable to draw down in full such Third-Party Funding, the Recipient must provide a written explanation and accompanying documentation to the Corporation satisfactorily substantiating its need for the release of Grant proceeds prior to the full draw down of such Third-Party Funding that the Corporation may accept or deny in its sole and absolute discretion.

Section 3.03 Requests for Disbursement of Grant Proceeds.

(a) Recipient shall request payment of Grant proceeds by submitting to the Corporation a Grant Disbursement Request Form in the form set forth in EXHIBIT E.

(b) With each request, the Recipient must submit documentation to the Corporation in support of such request in a form and manner acceptable to the Corporation. The documentation shall demonstrate that the costs for which a disbursement is requested are for the Project, and that the goods and services for which the costs were incurred have been provided. Satisfactory documentation may include, but is not limited to, signed copies of payment vouchers or invoices, cancelled checks, details of current indirect cost and fringe benefits rates, copies of all sub-agreements, executed change orders, and payroll records tabulations of allowable costs incurred to date.

Section 3.04 Disapproval or Adjustment of Payment Request.

In addition to the remedies set forth in Section 5.02, the Corporation may take any action permitted hereunder or under applicable law, including, but not limited to, rejecting, correcting, or withholding any or all payments to the Recipient, if the Corporation, in its sole discretion: (i) determines that the incurred costs requested for reimbursement are not eligible Project Costs, (ii) the Recipient has not properly documented the costs, or (iii) the Recipient has not complied with any term or condition of this Grant Agreement, including, but not limited to, its failure to timely file quarterly MWBE reports.

Section 3.05 Proof of Payment.

The Recipient shall provide the Corporation with proof of payment of costs within forty-five (45) days of each payment of Grant proceeds to the Recipient. Proof of payment submitted by the Recipient shall be sufficient to allow the Corporation to document that billings and invoices were paid, such as cancelled checks, payroll and machinery use records certified by the Recipient, and such other forms of cost documentation as may reasonably be requested by the Corporation. If the Corporation determines that the Recipient has provided inadequate documentation or has used prior grant payments for ineligible costs, the Corporation may take any action permitted hereunder or under applicable law, including making adjustments by deducting an appropriate amount from subsequent grant payments to the Recipient.

Section 3.06 Changes to Project.

Grant payments will not be made for costs related to any changes in the Project unless and until such change has been reviewed, approved, and accepted by the Agency or the Corporation. The Recipient shall certify, in each Grant Disbursement Request Form submitted, that the disbursement requested does not include payment for any costs for changes to the Project which have not been so reviewed, approved, and accepted.

Article IV. COVENANTS

Section 4.01 Compliance with Laws and this Grant Agreement.

(a) *Project Compliance.* The Recipient shall comply, and it shall require its authorized representatives, contractors, subcontractors and consultants paid with funds provided pursuant to this Grant Agreement to comply, at all times with all applicable federal, State and local laws, statutes, regulations, ordinances, rules, Executive Orders applicable to it and them (including, without limitation if applicable, the Davis-Bacon Act, Executive Order 11246, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Federal Funding Accountability and Transparency Act, Section 504 of the Rehabilitation Act of 1973, and Section 608 of the Clean Water Act). The Recipient agrees to ensure that the Project will effectively protect water quality, employ good management practices and fulfill all federal and State requirements, all requirements of this Grant Agreement, and all applicable instructions issued by the Commissioner to ensure that these requirements are met. The Recipient shall require all contractors and subcontractors to have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 5 or 7 is alleged. Furthermore, the Recipient shall comply with the requirements of the Single Audit Act of 1984 (31 USC 7501 *et seq.*) and all laws and

regulations implementing same including without limitation 40 CFR Part 31, all as amended from time to time. Upon request by the Corporation, the Recipient shall promptly provide the Corporation, with evidence of its, and its authorized representatives, contractors, subcontractors and consultants paid with funds provided pursuant to this Grant Agreement, compliance with all applicable federal, State and local laws, statutes, regulations, ordinances, rules, Executive Orders applicable to it and them.

(b) *Enforcement.* Regardless of acceptance by the Agency or the Corporation of a certification by the Recipient that a Project requirement has been met, the Recipient shall permit the Agency or the Corporation to take any actions necessary to confirm the accuracy of such certification. The making of Grant payments by the Corporation does not constitute an acknowledgment or agreement by the Corporation that the Recipient is in compliance with the terms and conditions of this Grant Agreement.

(c) *Business Participation Opportunities for New York State Certified Minority- And Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women.* The Recipient acknowledges that contracts for the Project that are paid for with funds provided pursuant to this Grant Agreement, including, but not limited to, construction engineering, architectural, legal and fiscal services thereto, shall be subject to the requirements and provisions of Article 15-A of the Executive Law ("Article 15-A") and 5 NYCRR Parts 140-145 (the "MWBE Regulations") and, for such purposes, any such contract shall be considered a State Contract as defined therein. The Recipient agrees that it shall comply with the requirements of Article 15-A and the MWBE Regulations. The Recipient agrees that it shall comply with Title VI of the Civil Rights Act of 1964, 40 CFR Part 7, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act for contracts for the Project that are paid for with funds provided pursuant to this Grant Agreement. The Recipient further agrees that it shall comply with Title VII of the Civil Rights Act of 1964, 41 CFR Part 60-1 Subpart A, and 41 CFR Part 60-4 for construction contracts for the Project that are paid for with funds provided pursuant to this Grant Agreement. The Recipient agrees that it shall require all contractors and subcontractors to have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 5 or 7 is alleged. Recipient acknowledges, and agrees to advise all contractors, subcontractors and consultants with contracts for the project that are paid for with funds provided pursuant to this Grant Agreement, that the MWBE goals in effect at the time of execution of each contract shall be applied to this Financing. The Recipient shall provide to the Corporation such documentation as it receives from contractors, subcontractors and consultants, including quarterly periodic reports, as may be required by law or requested by the Corporation regarding affirmative action, equal employment opportunity ("EEO"), and minority- and women-owned business enterprises ("MWBE"). The Recipient shall require all contractors, subcontractors and consultants to submit no later than execution of contracts: (i) an MWBE Utilization Plan (prime contractors only); (ii) an EEO policy statement; and (iii) an acceptable EEO staffing plan for non-construction contracts. Upon receipt, the Recipient shall submit to the Corporation all reports and documentation required pursuant to this paragraph. The Recipient's approval of a Utilization Plan or waiver request is subject to the prior consent of the Corporation. If required by law, the Recipient shall document and submit to the Corporation information received from the Recipient's contractors, subcontractors and consultants regarding all good faith efforts made by them to comply with the MWBE participation goals as set forth in Article 15-A and the MWBE Regulations, including any waiver requests. The Recipient further agrees to include the contractual provisions set forth in EXHIBIT G in all contracts which are to be paid with funds provided pursuant to this Grant Agreement.

(d) *Business Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses ("SDVOB").* New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by SDVOBs, thereby further integrating such businesses into New York State's economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC contracts. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their

economic activity in doing business in New York State, the Recipient is strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of this Grant Agreement. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. The Recipient is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on this Grant Agreement for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>. The Recipient is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

(e) *Special Project Conditions.* The Recipient shall comply with any and all special Project conditions set forth in EXHIBIT D.

(f) *Project Approvals.* The Recipient shall obtain all necessary approvals from any and all governmental agencies requisite to the completion of the Project and comply with all federal, State and local laws, ordinances and regulations applicable to the Project.

(g) *Environmental Review.* The Recipient certifies that it shall continue to notify the Agency and the Corporation of all actions proposed for complying with the environmental review requirements imposed by SEQRA or SERP, if applicable, and approved by EPA for Revolving Fund projects, as the case may be. If the Commissioner determines that, in addition to all such requirements of SEQRA and SERP, if applicable, there are additional requirements associated with a NEPA environmental review, the Recipient shall comply with those additional requirements. The Recipient agrees to provide copies of all environmental documents as may be required by the Agency and the Corporation.

(h) *Required Certifications; Restriction on Lobbying and Procurement.* The Recipient agrees to duly and truthfully execute the attached certifications in substantially the form of EXHIBIT H. The Recipient agrees to obtain a lobbying certification from each contractor and subcontractor with which it has a contract for this Project which exceeds \$100,000 and to have such contractor and subcontractor execute a certification in substantially the form of EXHIBIT H and to maintain the same in its records and to forward to the Corporation such certifications. The Recipient represents that it will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of Congress or any employee of any Member of Congress in connection with any grant or financing and further represents that it will comply with 40 U.S.C. 1101 et seq. relating to the procurement of architectural and engineering services.

(i) *Recipient Contribution.* The Recipient agrees to provide at least 10% of the Project Costs as its recipient contribution requirement under the Program as set forth in EXHIBIT C. The Corporation agrees that the 10% recipient contribution requirement may be met with local funds or In-Kind Services performed by the Recipient and as approved by the Corporation.

(j) *Maintenance of Legal Status.* Recipient shall notify the Corporation of the Recipient's intent to change its form of legal existence or dissolve at least 120 days before such change or dissolution. Recipient shall preserve and keep in force and effect all licenses, permits, and approvals related to the Project.

(k) *Liens.* Recipient shall not create, incur or permit to exist any mortgage, lien, security interest, pledge, charge, mechanics' or supplier's lien, or encumbrance of any kind on any Project property.

(l) *No Consequential Damages.* To the fullest extent permitted by applicable law, the Recipient shall not assert, and hereby waives, any claim against the Corporation, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out

of, in connection with, or as a result of, this Grant Agreement, any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds hereof or thereof. The Corporation shall not be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Grant Agreement or the transactions contemplated hereby.

(m) *No Advisory or Fiduciary Responsibility.* Recipient acknowledges and agrees that in connection with all aspects of each transaction contemplated hereby: (i) no fiduciary, advisory, or agency relationship between the Recipient and the Corporation is intended to be or has been created, (ii) Recipient has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate, and (iii) the Corporation has not been, is not, and will not be acting as an advisor, agent or fiduciary for Recipient. To the fullest extent permitted by law, Recipient hereby waives and releases any claims that it may have against the Corporation with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 4.02 Project Implementation.

(a) *Design and Construction.* The Recipient shall cause this Project to be designed and constructed in accordance with plans and specifications delivered to, and approved by, the Agency and consistent with EXHIBIT A. The Recipient shall proceed with the acquisition and expeditious construction of the Project in conformity with law, with this Grant Agreement and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of plans and specifications as may be approved by the Agency as necessary or advisable to effectuate the purposes of the Program.

(b) *Performance Standards.* The Recipient agrees to take any corrective action necessary to bring the Project into compliance with the Project performance standards contained in the approved engineering report or facilities plan for this Project.

Section 4.03 Performance.

(a) *Contracts and Security Bonds.* The Agency and the Corporation have the right to review all contracts for services and construction funded pursuant to this Grant Agreement in order to determine eligibility for funding hereunder and to determine compliance with all relevant plans and terms of this Grant Agreement. Recipient agrees to provide the Corporation with all executed prime contracts funded pursuant to this Grant Agreement. Whenever a security bond is posted by a successful bidder for the faithful performance of a contract funded pursuant hereto, the name and address of the bonding company or person issuing the security bond, the number of such bond, and such other information as may be required by the Agency or the Corporation shall be transmitted to the requesting party for review prior to award of such contract. The original of such bond shall remain in the office of the Recipient.

(b) *Inspection.* The Recipient shall provide competent and adequate inspection of all Project construction by a professional engineer licensed in the State, and to notify the Corporation in advance of the date of such inspection in order to provide the Corporation with the opportunity to participate in the walkthrough and inspection. The Recipient shall direct such engineer to inspect work necessary for the construction of this Project and to determine whether the construction of the Project conforms to the approved plans and specifications. At the completion of construction, the engineer shall be required to certify to the Recipient, the Agency and the Corporation that the construction of the Project is in accordance with the approved plans and specifications or approved amendments thereto in the form provided in EXHIBIT F. The Recipient shall cause any work not completed in accordance with approved plans and specifications to be remedied, unless such noncompliance is waived in writing by the Corporation and the Agency.

(c) *Change Orders.* The Recipient agrees to submit all change orders to the Corporation within thirty (30) days following the date they are accepted by Recipient. The Recipient agrees that change orders which will materially alter the Project will not be accepted without prior written approval by the Agency or the Corporation.

(d) *Required Approvals and Permits.* Upon completion of the Project, the Recipient shall obtain from appropriate authorities all permits and authorizations, if any, required for operation and use of the Project as contemplated by this Grant Agreement.

(e) *Project Insurance.* The Recipient agrees that it will require each Project consultant, Project contractor and Project subcontractor to secure and deliver to the Recipient appropriate policies of insurance issued by an insurance company licensed to do business in the State of New York. The policies must name both the Recipient and the Corporation as additional insured/loss payee parties and shall cover the contractor's public liability and property damage insurance, contractor's contingent liability insurance, "all-risk" insurance and worker's compensation for the Project. The Recipient shall require that copies of the applicable insurance policies be made available to the Corporation for review upon request. In addition, the Recipient shall secure at its own expense, property insurance in such amounts as required by the Corporation provided by the insurance companies licensed in the State of New York covering the equipment and facilities funded with Grant proceeds.

(f) *Operation and Maintenance.* Within thirty (30) days following the completion of the Project, the Recipient agrees to so notify the Agency and the Corporation in writing. The Recipient shall ensure proper and efficient operation and maintenance of this Project satisfactory to the Agency and the Corporation and shall retain a sufficient number of qualified staff to perform required tests and comply with all other requirements. After completion of the Project, the Recipient shall at all times operate the Project, or otherwise cause the Project to be operated, properly and in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times, the Project is operated properly in a manner consistent with the project performance standards contained in the engineering report or facilities plan for the Project, with this Grant Agreement and with the requirements of any related State permit.

(g) *Continued Ownership and Operation.* Unless authorized by the Commissioner or the Corporation to cease operations or dispose of the Project, the Recipient shall own, operate and maintain the Project during the term of this Grant Agreement. Without the approval of the Corporation, the Recipient shall not discontinue operation of, or sell or otherwise dispose of, the Project, except for portions of the Project sold, or otherwise disposed of, in the course of ordinary repair and replacement of obsolete or worn out parts. Except as authorized in writing by the Corporation and the Commissioner, there shall be no alterations to the Project which would materially affect the Project in any manner. In addition, no improvements, structures or appurtenances shall be placed, constructed or developed on the site of the Project (the "Project Site") in such a way as to interfere with the express purpose of the Project.

(h) *Title.* The Recipient shall obtain and maintain such title, estate or interest in the Project Site, including easements and rights-of-way, as may be necessary to ensure undisturbed use and possession for the purposes of constructing, operating and maintaining the Project during the term of this Grant Agreement.

Section 4.04 Accounting and Records.

(a) *Establishment of Project Accounts.* The Recipient shall maintain Project accounts in accordance with generally accepted government accounting standards and any instructions issued by the Commissioner or the Corporation.

(b) *Access to Records.* The Recipient shall: (i) permit EPA, the Agency, the State Comptroller, and the Corporation, or their authorized representatives to review or audit all records relative to this Project; (ii) produce or cause to be produced all records relating to any work performed under the terms of this Grant Agreement for examination at such times as may be designated by any of the foregoing entities or their authorized representatives; (iii) permit extracts and copies of Project records to be made by any of the foregoing entities or their authorized representatives; and (iv) promptly fulfill information requests by any of the foregoing entities or their authorized representatives.

(c) *Access to Project and Work.* The Recipient shall permit agents, consultants and representatives of the Agency, the State Comptroller and the Corporation to have access to the Project and its components at all reasonable times. All contracts of the Recipient related to any portion of the Project must contain provisions that permit such access to the Project, and require the contractor to provide proper facilities for such access and inspection and shall permit extracts and copies of Project records to be made by the foregoing agents, consultants and representatives.

(d) *Record Retention.* The Recipient shall retain all files and records relating to the Project for at least six (6) years after the term of this Grant Agreement. The Recipient shall make available to agents, consultants and representatives of the Corporation, the Agency and the State Comptroller any files or records necessary to determine compliance with applicable laws.

Section 4.05 Application of Grant Proceeds.

The Recipient shall apply the proceeds of the Grant solely for Project Costs in accordance with this Grant Agreement and shall reimburse the Corporation in the event that it fails so to apply such proceeds.

Section 4.06 Payment of Additional Project Costs.

The Recipient shall complete the Project and pay such portion of the Project Costs in excess of available Grant proceeds, and the Recipient shall not be entitled to any reimbursement or funding therefor from the Corporation.

Section 4.07 Further Assurances.

The Recipient, at the request of the Corporation, shall execute and deliver such documents and do such acts and things as necessary or desirable, in the sole discretion of the Corporation, for better assuring, assigning, and confirming the rights, representations and agreements granted in this Grant Agreement. The Recipient shall also furnish the Corporation with such additional information concerning the planning of the Project as the Corporation may request from time to time.

Section 4.08 Non-Discrimination Requirements.

Pursuant to New York State Human Rights Law, Article 15-A of the Executive Law, and all other State and federal statutory and constitutional non-discrimination provisions, the Recipient and any contractors/subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction or prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if the Project is the construction, alteration or repair of any public building or public work, the Recipient and its contractors/subcontractors shall not, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Grant Agreement.

Section 4.09 Intermunicipal and Other Agreements.

If Recipient has entered into one or more intermunicipal agreements or other contracts relating to the Project, Recipient shall not renew, extend or amend such intermunicipal agreement or other contract, and shall not enter into any new contract relating to the Project, without notifying the Corporation in writing and receiving written consent from the Corporation.

Section 4.10 Third-Party Funding.

(a) The Recipient shall take, in a timely fashion, all actions required or necessary to enable it to obtain the full anticipated proceeds of any Third-Party Funding.

(b) The Recipient shall comply with all stated conditions to any Third-Party Funding commitment, as the same may be amended and supplemented, and all applicable present and future eligibility requirements of such Third-Party Funding commitment.

(c) The Recipient shall promptly, and in any event within five (5) days after having notice or knowledge thereof, inform the Corporation in writing of any anticipated failure on its part to (i) meet all eligibility requirements of any Third-Party Funding, (ii) be qualified to receive any Third-Party Funding proceeds in an amount at least equal to such Third-Party Funding commitment, or (iii) receive the proceeds of such Third-Party Funding.

Section 4.11 Indemnification.

To the fullest extent permitted by law, the Recipient shall indemnify and defend the Corporation, its directors, employees, and agents against, and hold each harmless from, any and all losses, claims, damages, liabilities and costs of any nature arising out of the execution or delivery of this Grant Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or, in the case of the Corporation, the administration and enforcement of this Grant Agreement and any agreement or instrument contemplated hereby (including all such costs and expenses incurred in connection with any proceeding under the United States Bankruptcy Code involving Recipient as a debtor thereunder; provided that such indemnity shall not be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of the Corporation, its directors, employees, or agents.

Section 4.12 Project Requirements.

(a) *Timely Completion.* The Recipient shall complete the Project within three years from the effective date of this Grant Agreement unless the Recipient requests an extension in writing and the Corporation approves in writing such extension. Failure of Recipient to complete the Project within the time prescribed herein may result in Recipient's forfeiture of undisbursed Grant proceeds.

(b) *Project Completion Certificate.* The Recipient shall file within thirty (30) days of completion of the Project a certificate, in the form provided in EXHIBIT F or as may be updated by the Corporation from time to time, certifying the final Project Costs and that the Project has been completed in accordance with this Grant Agreement.

Section 4.13 Recoupment of Grant Proceeds.

The Corporation at any time may seek to recoup Grant proceeds from the Recipient if the Corporation determines that the Recipient was overpaid Grant proceeds. The Recipient's Grant Award was

determined based on the Recipient's Estimated Project Costs as set forth in EXHIBIT C. If, at the time of Project completion, the actual Project Costs are less than the Estimated Project Costs or the Recipient has received additional Third-Party Funding not disclosed in EXHIBIT C, the amount of the Grant available to the Recipient pursuant to this Grant Agreement shall be adjusted downward as determined by the Corporation. If, at the time of Project completion, the actual Project Costs are more than the Estimated Project Costs or the Recipient has not received and will not receive Third-Party Funding disclosed in EXHIBIT C, the amount of the Grant available to the Recipient pursuant to this Grant Agreement may be adjusted upward as determined by the Corporation but in no event shall the Grant Award be more than that awarded to the Recipient in the Recipient's grant award letter.

Article V. EVENTS OF DEFAULT; REMEDIES

Section 5.01 Events of Default.

The occurrence of any of the following shall be considered an Event of Default:

- (a) default in the observance or performance of any covenant set forth in Article IV or of any provision hereunder dealing with the use, disposition or remittance of the proceeds of the Grant;
- (b) default in the observance or performance of any other provision hereof or of any other document contemplated hereby which is not remedied within five (5) Business Days after the earlier of (i) the date on which such failure shall first become known to Recipient or (ii) written notice thereof is given to the Recipient by the Corporation;
- (c) any representation or warranty made herein or in any other document contemplated hereby or in any certificate furnished to the Corporation pursuant hereto or thereto or in connection with any transaction contemplated hereby or thereby proves untrue in any material respect as of the date of the issuance or making or deemed making thereof;
- (d) default shall occur under any indebtedness issued, assumed or guaranteed by the Recipient, or under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such indebtedness (whether or not such maturity is in fact accelerated), or any such indebtedness shall not be paid when due (whether by demand, lapse of time, acceleration or otherwise);
- (e) a default or breach shall occur under any agreement or contract related to the design, construction, or operation and maintenance of the Project by any party thereto;
- (f) the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property or the Project, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) take any action in furtherance of any matter described in parts (i) through (v) above;

(g) this Grant Agreement or any document contemplated hereby ceases to be in full force and effect at any time or for any reason;

(h) prior to the completion of the Project, work on the Project is abandoned or work thereon ceases for a period of more than three (3) months for any reason; and

(i) the Project is not constructed in accordance with the plans and specifications that have been approved or accepted by the Agency or the Corporation on behalf of the Agency.

Section 5.02 Remedies.

Upon the occurrence of an Event of Default, the Corporation may take whatever action at law or in equity may appear necessary or desirable to remedy such default, in addition to the remedies below. Failure by the Corporation to exercise, or delay in exercising, any right or remedy under this Article V shall not operate as a waiver of such right or remedy.

(a) *Reimbursement of Program.* Notwithstanding anything herein to the contrary, upon the occurrence of an Event of Default, the Corporation may at its election, upon written notice to the Recipient, require the Recipient to immediately repay to the Corporation all Grant proceeds paid to the Recipient. Upon such notification, notwithstanding anything in this Grant Agreement to the contrary, such Grant proceeds shall become immediately due and repayable.

(b) *Rejection or Adjustment of Grant Payments.* The Corporation is under no obligation to make any payment of Grant proceeds upon the occurrence and during the continuance of an Event of Default and the Corporation may adjust, reject, or withhold disbursements to the Recipient.

(c) *Nonexclusive Remedy.* If the Corporation or the Agency determines that the Recipient or any authorized representative is not complying with federal or State laws, regulations or requirements or instructions of the Corporation or the Agency relating to the Project or terms of this Grant Agreement, the Corporation may, and at the direction of the Commissioner shall, in addition to exercising any or all of the remedies described herein, exercise any or all the remedies otherwise provided by federal or State Law or regulations executed subsequent hereto, at law or in equity, including but not limited to rights to seek injunctive relief or specific performance with respect to the obligations hereunder.

(d) *Right to Remedial Action.* Nothing in this Grant Agreement affects the right of the Agency or the Corporation to take remedial action including but not limited to administrative enforcement action and actions for breach of contract if the Recipient fails to carry out its obligations under this Grant Agreement.

(e) *Costs of Default.* The Recipient agrees to pay to the Corporation, as such expenses are incurred, the amount of any expenses (including but not limited to the reasonable fees and expenses of the Corporation and attorneys representing the Corporation) incurred as a result of the Recipient's failure to comply with the terms of this Grant Agreement.

[Space Intentionally Left Blank/Signature Page Follows]

IN WITNESS WHEREOF, the Recipient and the Corporation have each caused this Grant Agreement to be executed and delivered as of the date first written above.

VILLAGE OF SOUTH GLENS FALLS

I certify that I am authorized to sign this Grant Agreement and that I have been duly and formally delegated or designated as the authorized signatory and have the authority to agree to all of the terms and conditions of this Grant Agreement.

By: _____
Nicholas J. Bodkin
Mayor

Notice Address:

Village of South Glens Falls
Attn: Mayor
46 Saratoga Avenue
South Glens Falls, NY 12803
mayor@sgfny.com

**NEW YORK STATE
ENVIRONMENTAL FACILITIES CORPORATION**

By: _____

EXHIBIT A PROJECT DESCRIPTION AND SCHEDULE

PROJECT NO.: C5-7505-02-00
GIGP APPLICATION NO.: 1872
Recipient: Village of South Glens Falls
County: Saratoga

PROJECT DESCRIPTION

The Village of South Glens Falls will use GIGP funds to upgrade existing water meters at commercial properties as well as install water meters at unmetered residential properties. The addition of an Automatic Meter Reading system will provide water efficiencies that will help the Village meet it's water demand, which it has failed to do during summer months.

EXHIBIT B DEFINITIONS

**PROJECT NO.: C5-7505-02-00
GIGP APPLICATION NO.: 1872
Recipient: Village of South Glens Falls
County: Saratoga**

The capitalized terms below, to the extent used in this Grant Agreement and unless otherwise defined herein, have the meanings set forth in this EXHIBIT B.

“Agency” means the New York State Department of Environmental Conservation and any entity which may succeed to its rights and duties respecting the Program.

“Authorized Person” means the person so authorized to act on behalf of the Recipient in connection with the submittal of Grant Disbursement Request Forms and/or the Project Completion Certificate.

“Clean Water Act” means the federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., as amended.

“Commissioner” means the Commissioner of the Agency.

“Corporation” means the New York State Environmental Facilities Corporation established under the New York State Environmental Facilities Corporation Act, constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, as from time to time amended and supplemented., and any entity which may succeed to its rights and duties respecting the Program.

“Engineering Report” means the document or documents which determines the technical and economic feasibility of a Revolving Fund project.

“EPA” means the United States Environmental Protection Agency and any entity which may succeed to the administration of the Program.

“Estimated Project Costs” means the projected costs to the Recipient that are eligible for financial assistance under the Program; that are reasonable, necessary and allocable by the Recipient to the Project under generally accepted government accounting standards, and as set forth in the application of the Recipient, which projections are set forth in EXHIBIT C.

“Event of Default” means an event described in Article V.

“Grant” means the financial assistance provided by the Corporation to the Recipient under this Grant Agreement.

“Grant Agreement” means this Grant Agreement, as it may be amended and supplemented in accordance with the terms hereof.

“Grant Award” means the amount of Grant, as set forth in EXHIBIT D.

“Grant Disbursement Request Form” means a document, in substantially the form of EXHIBIT E, executed by an Authorized Person and submitted to the Corporation in order to obtain a Grant payment.

“In-Kind Services” means services performed by capable and qualified employees of the Recipient for technical and administrative force account as set forth in EXHIBIT C that are directly related to and in support of the Project and are deemed reasonable by the Corporation.

“Material Adverse Effect” means (a) a material adverse change in, or material adverse effect in the condition (financial or otherwise) of Recipient, (b) a material impairment of the ability of Recipient to perform its obligations under this Grant Agreement, or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against Recipient of this Grant Agreement or the rights and remedies of the Corporation.

“NYSEFC Act” means the New York State Environmental Facilities Corporation Act, constituting Title 12 of Article 5 of the Public Authorities Law and Chapter 43-A of the Consolidated Laws of the State of New York, as from time to time amended and supplemented.

“Program” means the Corporation’s Green Innovation Grant Program.

“Project” means the project described in EXHIBIT A.

“Project Completion Certificate” means the certificate in the form attached hereto as EXHIBIT F (or as may be updated by the Corporation from time to time), certifying that the Project has been completed in accordance with this Grant Agreement.

“Project Costs” means the incurred project costs of the Recipient which are eligible for financial assistance from the Program pursuant to the Program, which are reasonable, necessary and allocable by the Recipient to the Project under generally accepted governmental accounting standards.

“Recipient” means the Grant recipient named on the cover page of this Grant Agreement.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Material.

“Resolution” means the ordinances, resolutions or other appropriate documentation of the Recipient authorizing the undertaking of the Project, any local match, the execution and delivery of this Grant Agreement, and the receipt of the Grant proceeds.

“Revolving Fund” means the New York State Water Pollution Control Revolving Fund established pursuant to the NYSEFC Act.

“Safe Drinking Water Act” means Article XIV of the Federal Public Health Services Act, 42 U.S.C. §§300f et seq. as amended.

“Smart Growth Assessment Form” means a form provided by the Corporation to the Recipient to assess any activities described in the Engineering Report for compliance with the Smart Growth Infrastructure Policy Act.

“State” means the State of New York.

“State Contract” shall have the meaning set forth in Article 15-A of the Executive Law.

“Third-Party Funding” means any grant, loan or other non-Recipient proceeds which are intended to be used to pay any costs of the Project.

“Utilization Plan” shall have the meaning set forth in Article 15-A of the Executive Law.

EXHIBIT C ESTIMATED PROJECT COSTS

**PROJECT NO.: C5-7505-02-00
GIGP APPLICATION NO.: 1872
Recipient: Village of South Glens Falls
County: Saratoga**

	<u>COST (GIGP)</u>	<u>COST (EPG)</u>
CONSTRUCTION		
		N/A
ENGINEERING		
Engineering Contract (Delaware Engineering, DPC)	\$123,400.00	
EQUIPMENT		
Meters, Meter Parts, Equipment & Software	\$1,440,000.00	
LEGAL		
Legal Services	\$8,000.00	
ADMINISTRATIVE FORCE ACCOUNT		
TECHNICAL FORCE ACCOUNT		
In-Kind Services for Meter Installation	\$50,000.00	
OTHER (Please Specify)		
Contingency	\$263,600.00	
Total Project Costs:	\$1,885,000.00	\$0.00
Eligible Project Costs:	\$1,885,000.00	N/A
Grant Amount:	\$1,000,000.00	
Minimum Required Local Share:	-	\$0.00
Total Local Share:	\$885,000.00	\$0.00
Other Sources of Funding (Please Specify):	N/A	



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

MEMORANDUM

TO: Project File

FROM: Angela Patrone and Brian Hahn

DATE: December 8, 2022

SUBJECT: Force Account Eligibility Memo
Village of South Glens Falls – Water Meter Upgrade
GIGP Project No.: 1872, CWSRF Project No.: 7505-02-00

The Administrative Force Account Proposal received totaling \$1,739.65 has been deemed eligible. The services are outlined in the attached proposal and the payroll ledgers are included.

Employee	Hrly Rate	Health	CSEA	Retirement	Fica/Med	Aflac	
Marc Carpenter - Foreman	\$26.59	\$0.81	\$0.39		\$2.03		\$29.82
Michael Dorrer - MEO A	\$25.34	\$0.41	\$0.38		\$1.94		\$28.07
Nicholas Havens - MEO A	\$24.99	\$1.16	\$0.38	\$1.73	\$1.91		\$30.17
Alan Dubois - MEO A/Water Plant Operator	\$27.82	\$1.16	\$0.38	\$1.73	\$2.13		\$33.22
Chris Rich - MEO A	\$24.99	\$1.16	\$0.38		\$1.91		\$28.44
Rich Garnsey - MEO A	\$25.24	\$1.16	\$0.99		\$1.93		\$29.32
TJ Chagnon - Superintendent of Public Works	\$31.25	\$1.59			\$2.39	\$0.25	\$35.48
John Rosati - Laborer	\$22.09	\$0.41	\$0.38		\$1.69		\$24.57
Samantha Berg - Clerk Treasurer	\$26.44	\$1.59		\$0.79	\$2.02	\$0.79	\$31.63

*Deductions calculated per hour based on a 40 hour week

Village of South Glens Falls
46 Saratoga Avenue
NY 12803

Samantha M Berg
37B Carmella Drive
Gansevoort, NY 12831

Direct Deposit

Employee Pay Stub		Check number: DD2081		Pay Period: 12/04/2022 - 12/10/2022		Pay Date: 12/14/2022		
Employee				SSN				
Samantha M Berg, 37B Carmella Drive, Gansevoort, NY 12831				***-**-6987				
Earnings and Hours		Qty	Rate	Current	YTD Amount	Direct Deposit		Amount
Salary - Full Day (2)		32:00	26.44	846.08	15,219.12	Checking - *****9647		100.00
Salary - Sick		8:00	26.44	211.52	315.40	Checking - *****5217		838.11
Hourly					23,140.22	Vacation Time		
Overtime (x1.5) hourly					1,680.50	Accrued		
Bonus					4,600.00	Current		0:00
Hourly Vacation					323.04	YTD		16:00
Holiday					2,344.88	Memo		
Personal					473.82	Direct Deposit		
Bereavement					329.44			
COVID					969.12			
Weather Day					161.52			
Hourly Adjustment					7.60			
Salary - Vacation (2)					207.76			
Salary - Personal (2)					103.88			
		40:00		1,057.60	49,876.30			
Deductions From Gross				Current	YTD Amount			
D10 Health Pre T				-63.47	-2,699.77			
Taxes				Current	YTD Amount			
Medicare Employee Addl Tax				0.00	0.00			
Federal Withholding				-72.00	-3,632.00			
Social Security Employee				-61.64	-3,084.46			
Medicare Employee				-14.42	-721.37			
NY - Withholding				-43.98	-2,202.16			
NY - Disability Employee				-0.60	-29.44			
				-192.64	-9,669.43			
Adjustments to Net Pay				Current	YTD Amount			
D17 State Retirement				-31.73	-1,430.13			
D05 AFLAC PRE TAX				-31.65	-1,046.58			
D04					-29.50			
				-63.38	-2,506.21			
Net Pay				738.11	35,000.89			

EXHIBIT D SCHEDULE OF ADDITIONAL PROVISIONS

PROJECT NO.: C5-7505-02-00
GIGP APPLICATION NO.: 1872
Recipient: Village of South Glens Falls
County: Saratoga

I. Definitions.

The "Grant Award" shall be equal to \$1,000,000.00 (ONE MILLION AND 00/100 DOLLARS). The useful life of the Project is 30 years commencing on the date of construction completion.

II. Requests for Payment.

The Recipient hereby certifies that the person or persons from time to time holding the office listed below is the Authorized Person of the Recipient and is authorized to execute Grant disbursement requests on behalf of the Recipient:

TITLE: MAYOR

III. Special Conditions.

This Grant Agreement shall include the following special conditions:

Section 1. Special Condition Regarding the Recipient's Acquisition of Title to Project Site.

Intentionally Omitted.

Section 2. Special Condition Regarding Federal/State Permits.

Intentionally Omitted.

Section 2A. Special Condition Regarding Final Approval of New York State Office of Parks, Recreation and Historic Preservation.

Intentionally Omitted.

Section 2B. Special Condition Regarding Obligations under New York State Agriculture and Markets Law.

Intentionally Omitted.

Section 3. Special Condition Regarding Construction Contract Expenses.

Intentionally Omitted.

Section 4. Special Condition Regarding Professional Services Agreements to be furnished after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 5. Special Condition Regarding Engineering Services During Project Planning, Design, and/or Construction.

The Corporation and the Recipient acknowledge that the Recipient has not, as of the date hereof, submitted to the Corporation certain professional services agreements pertaining to Project planning services, design services, and/or inspection and engineering services during construction ("Engineering Services"). The Corporation expressly reserves the right to review such professional services agreements pertaining to the Engineering Services. The Recipient understands and agrees that, anything herein to the contrary notwithstanding, proceeds will not be disbursed for costs incurred pursuant to professional services agreements pertaining to the Engineering Services unless and until the Corporation has reviewed such professional services agreement and determined to its satisfaction that the services provided thereunder were consistent with the Project's scope of work and such Engineering Services will be provided in a competent manner. The Recipient shall certify, in each request for disbursement submitted, that the disbursement requested does not include any costs incurred pursuant to a professional services agreement pertaining to Engineering Services related to the Project which has not been reviewed and accepted by the Corporation.

Section 6A. Special Condition Regarding the Technical Force Account Proposal to be Approved after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 6B. Special Condition Regarding the Administrative Force Account Proposal to be Approved after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 7. Special Condition Regarding Certain Equipment Cost to be Approved or Accepted after the Date Hereof in Connection with the Project.

The Corporation and the Recipient acknowledge that the Recipient has not, as of the date hereof, received approval or acceptance of certain equipment costs relating to the Project.

The Recipient agrees that, notwithstanding anything herein to the contrary, proceeds will not be disbursed to Recipient for costs of such equipment unless and until the equipment purchase has been approved and accepted by the Agency or the Corporation. The Recipient shall certify, in each requisition submitted, that the disbursement requested does not include any costs of equipment which have not been accepted by the Agency or the Corporation.

Section 8. Special Condition Regarding Change Orders to be Approved or Accepted after the Date Hereof in Connection with the Project.

Intentionally Omitted.

Section 9. Special Condition Regarding MWBE and EEO Requirements to be Approved or Accepted after the Date Hereof in Connection with the Project.

The Corporation and the Recipient acknowledge that as of the date hereof the Recipient has not received approval or acceptance by the Corporation, of a completed Utilization Plan for one or more contracts relating to the Project, or has not furnished to the Corporation sufficient documentation to comply with the MWBE and EEO requirements in connection with the Project.

Notwithstanding anything herein to the contrary, that the Corporation is not obligated to disburse proceeds

for costs of construction or for costs of services, unless and until the Utilization Plan and EEO policy statement, and staffing plan as appropriate, concerning such work has been approved by the Corporation. Following such approval, the Corporation may withhold a disbursement for costs of the Project unless such documentation as may be required by the Corporation to verify compliance with EEO and/or MWBE requirements is provided to the Corporation.

Section 10. Special Condition Regarding BAN Documentation/First Disbursement.

Intentionally Omitted.

Section 11. Special Condition Regarding Intermunicipal Agreement.

Intentionally Omitted.

EXHIBIT E FORM OF GRANT DISBURSEMENT REQUEST

[Space Intentionally Left Blank/See Following Page]

GRANT DISBURSEMENT REQUEST FORM

Village of South Glens Falls

PROJECT NO.: C5-7505-02-00

GIGP APPLICATION NO.: 1872

REQUEST NO.: _____

Dated as of the ____ day of _____, 20__

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **(If requesting payment for costs associated with professional services agreement):** The payment requested does not include any costs incurred pursuant to any professional services agreements which have not been furnished to the Corporation.

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

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

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

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

Date: _____

VILLAGE OF SOUTH GLENS FALLS

By: _____
Name (Please Print): _____
Title: _____

**Green Innovation Grant Program
Cost Summary Form**

Applicant Name:		GIGP Application No. _____		
		Project No. _____		
Project Name:		Request No.: _____		
	Costs as of xx/xx/xx			
Description of Costs	Approved Contract Amount	Net Requested	Remaining Costs to Document	Cost Documented / Requested
Construction:				
Engineering:				
Administrative Consulting Svc.:				
Equipment:				
Legal:				
Administrative Force Account:				
Technical Force Account:				
Miscellaneous:				
Contingency:				
TOTAL:				
Summary of Cost (For EFC Use Only)				
	Prev. Request #.		Cumulative	
Total Cost Requested for this Disbursement:	\$0.00		\$0.00	
Cost approved for payment	\$0.00		\$0.00	
Less 10% Local Match:	\$0.00		\$0.00	
Net Eligible (90/75% of Costs)	\$0.00		\$0.00	
Less 5% Retainage	\$0.00		\$0.00	
Disbursement Amount to be Released :	\$0.00		\$0.00	
Total Remaining Balance Available:				
<div style="text-align: right;"> GIGP Award Amount: _____ GIGP Award Available: _____ </div>				
Comments:				

EXHIBIT F FORM OF PROJECT COMPLETION CERTIFICATE

[Space Intentionally Left Blank/See Following Page]

PROJECT COMPLETION CERTIFICATE

Village of South Glens Falls

PROJECT NO.: C5-7505-02-00

GIGP APPLICATION NO.: 1872

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

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

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

VILLAGE OF SOUTH GLENS FALLS

By: _____
Authorized Person
Printed Name: _____
Title: Mayor

Recipient: _____
Project No.: _____
County: _____
Location: _____
Name of Project: _____
Project Description: _____

Construction Contract Title:	Construction Start Date:	Construction Substantial Completion Date:	Construction Final Completion Date:

Engineer Name: _____
Engineer Title: _____
Engineering Firm: _____
Eng. Firm Address: _____

Signature _____ **Date** _____

[illegible]

**EXHIBIT G REQUIRED CONTRACT LANGUAGE FOR PROJECT CONTRACTS AND
SUBCONTRACTS FUNDED BY THE PROGRAM**

The Recipient agrees to include the following provisions in all contracts which are to be paid with funds provided pursuant to this Grant Agreement:

**SECTION I REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION
OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED
BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY
GROUP MEMBERS AND WOMEN**

For purposes of this section:

“Non-Construction” shall mean Contracts for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing.

“Contracts Meeting Article 15-A Thresholds” shall mean Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- (a) Non-Construction Contracts greater than \$25,000;
- (b) Non-Construction Contracts, that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- (c) Construction Contracts greater than \$100,000; and,
- (d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of:

- (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts;
- (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises (“MWBE”) participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services (including, but not limited to, legal, financial, and other professional services), supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon.

2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 (“Title VI”) for any program or activity receiving federal financial assistance, as those terms are defined therein.

3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.

4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.

5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein

B. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(F) of this section, or enforcement proceedings as allowed by the Contract.

C. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

D. Upon request from the Recipient's Minority Business Officer ("MBO") and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time. For purposes of this section, MBO means the duly authorized representative of the SRF Recipient for MWBE and EEO purposes.

II. Equal Employment Opportunities (EEO)

Applicable to all Contracts and Subcontracts unless otherwise noted

A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. A copy of the EEO notice ("EEO Poster") can be found at: <https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf>.

The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract

Applicable to all construction Contracts

E. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. .

Applicable to construction Contracts greater than \$10,000

F. The Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. Affirmative action goals for minorities and women by geographic region can be found here: <https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf>.

G. Required EEO Forms

Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet>, if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. 1. For purposes of this Contract, EFC establishes the following goals for New York State certified MWBE participation based on the current availability of qualified MBEs and WBEs.

Program	MWBE Combined Goal*
---------	---------------------

CWSRF, DWSRF, & Green Innovation Grant Program	20%
NYS Water Infrastructure Improvement Act Grants (also receiving EFC loan)	Clean Water project 23% Drinking Water project 26%
NYS Intermunicipal Grants (also receiving EFC loan)	Clean Water project 24% Drinking Water project 24%

*May be any combination of MBE and/or WBE participation

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.

a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

b. For non-construction Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan to the Recipient prior to the execution of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.

4. Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the Recipient's MBO. Contractor shall indicate the changes to the MBO in the next

Monthly MWBE Contractor Compliance Report after the changes occurred. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.

5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Requests for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the Recipient documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Recipient shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If the Recipient, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

The Contractor agrees to submit a report to the Recipient by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
2. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and

Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

SECTION 2 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

New York State Executive Law Article 17-B and 9 NYCRR Part 252 provide for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. EFC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>.

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 3 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all construction Contracts and Subcontracts for DWSRF projects and CWSRF treatment works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF treatment works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including

without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 4 DAVIS BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF treatment works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm>. Wage determinations may be obtained from the US Department of Labor's website, <http://www.beta.sam.gov>.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount

designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs

reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the

applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractor have not been debarred from or deemed ineligible for Government Contracts or federally assisted construction Contracts pursuant to Executive Order 11246.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor executing a Contract or Subcontract in excess of \$100,000 agree to provide to the Recipient an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 9, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

EXHIBIT H REQUIRED CERTIFICATIONS

[Space Intentionally Left Blank/See Following Page]

**CERTIFICATION
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR 34**

**PROJECT NO.: C5-7505-02-00
GIGP APPLICATION NO.: 1872
Recipient: Village of South Glens Falls
County: Saratoga**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

VILLAGE OF SOUTH GLENS FALLS

By: _____
Name (Please Print): _____
Title: _____

**CERTIFICATION FOR ARCHITECTURAL AND ENGINEERING (A/E) SERVICES
PROCUREMENT REQUIREMENTS FOR GIGP PROJECTS
NEW YORK STATE REVOLVING FUND (CWSRF) GIGP PROJECTS**

Project Number: **1872**

GIGP Project Number: **C5-7505-02-00**

Project Sponsor: **Village of South Glens Falls**

Contract or Agreement Type: _____

Agreement Name/ID: _____

I, _____, am an Employee or Official of **Village of South Glens Falls**.

Name of Employee or Official

I hereby certify that **Village of South Glens Falls** has procured all A/E contracts in accordance with 40 U.S.C. 1101 *et seq.* as outlined below.

- (i) The solicitation was publicly announced.
- (ii) Evaluation criteria were available in the announcement.
- (iii) Criteria were based on demonstrated competence and qualification.
- (iv) Attempts were made to discuss anticipated concepts and alternatives with at least three firms.
- (v) At least three firms were selected as the most highly qualified.
- (vi) Contract negotiation to determine compensation began with the most highly qualified firm. In the event an agreement was not reached, negotiations proceeded to the next most qualified firm.

Blank Certifications for A/E Services Procurement Requirements for GIGP Projects are available at www.efc.ny.gov, if needed.

X

Grant Recipient Employee or Official

SCHEDULE 1 SUBAWARD IDENTIFICATION AND INFORMATION

The below information must be included in this Grant Agreement pursuant to 2 C.F.R. § 200.331(a)(1).

1. Subrecipient Name: Village of South Glens Falls
2. Subrecipient Unique Entity Identifier: 050623057
3. Federal Award Identification Number (FAIN): 36000120
4. Federal Award Date of Award to the Recipient by the Federal Agency: April 13, 2020
5. Subaward Period of Performance Start Date: December 29, 2022
6. Subaward Period of Performance End Date: through the useful life of the Project.
7. Amount of Federal Funds Obligated by this Action: \$1,000,000.00
8. Tot. Amount of Federal Funds Obligated to the Subrecipient by the Corporation: \$1,000,000.00
9. Tot. Amount of Federal Award: \$175,401,000
10. Federal Award Project Description: provides funds for New York's New York State Water Pollution Control Revolving Fund program to provide low interest financing to recipients for costs associated with the planning, design, and construction of eligible water quality improvement and protection projects throughout the State of New York. The objectives are to establish and manage an effective comprehensive program and to maintain a self-sustaining revolving fund so as to improve and protect water quality and public health.
11. Name of Federal Awarding Agency: Environmental Protection Agency (EPA) Region 2
12. Name of Pass-Through Entity: Environmental Facilities Corporation
13. Contact Information for Federal Awarding Official: Grants and Audit Management Branch
U.S. EPA, Region 2
290 Broadway, 27th Floor
New York, NY 10007-1866
14. CFDA Number and Name: 66.458 Capitalization Grants for State Revolving Funds
15. Identification of Whether Subaward is R&D: No
16. Indirect Cost Rate for Federal Award: 26.37%
17. Subrecipient Indirect Costs: See Exhibit C



Delaware Engineering, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

December 19th, 2022

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 2G

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
2G	4	Jersen Construction Group, LLC,	\$ 100,728.50

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

AIA DOCUMENT G702

PROJECT: Village of S. Glens Falls

WTP Upgrades Re-Bid 2G

PERIOD TO: 11/30/2022

PROJECT NO. 19-1820

VIA ENGINEER:

Delaware Engineering

28 Madison Avenue

Albany, NY 12203

CONTRACT DATE: February 3, 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

- CONTRACTOR: Jersen Construction Group
- By: [Signature] Date: 12/13/22
- State of: Saratoga County of: Saratoga
Subscribed and sworn to before me this 13th day of December, 2022
Notary Public: [Signature]
My Commission expires: 5/2025
- ARCHITECT'S CERTIFICATE FOR PAYMENT**
- In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect'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 is entitled to payment of the AMOUNT CERTIFIED.
- AMOUNT CERTIFIED \$ 100,728.50

es on this
certified.)

1999

22

1

1

CONTINUATION SHEET

ON AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G703

PAGE OF PAGES

2 of 11

APPLICATION NO:

#REF !

APPLICATION DATE:

#REF !

PERIOD TO: November 30, 2022

units are stated to the nearest dollar.

variable retainage for line items may apply.

A	B	C		D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	General Conditions									
2	General Requirements	\$47,000.00	\$14,100.00	\$5,000.00	\$0.00	\$19,100.00	40.64%	\$27,900.00	\$955.00	
3	Bonds and Insurance	\$36,000.00	\$36,000.00	\$0.00	\$0.00	\$36,000.00	100.00%	\$0.00	\$1,800.00	
5	Field Office	\$6,000.00	\$1,800.00	\$600.00	\$0.00	\$2,400.00	40.00%	\$3,600.00	\$120.00	
6	Supervision	\$150,000.00	\$34,000.00	\$25,000.00	\$0.00	\$59,000.00	39.33%	\$91,000.00	\$2,950.00	
7	Mobilization	\$18,500.00	\$16,120.00	\$1,880.00	\$0.00	\$18,000.00	97.30%	\$500.00	\$900.00	
10	Survey	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00	
11	Dumpsters	\$8,000.00	\$1,000.00	\$1,000.00	\$0.00	\$2,000.00	25.00%	\$6,000.00	\$100.00	
14	ALLOWANCES									
15	Contingency Allowance 1	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	\$0.00	
16	Contingency Allowance 2	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	\$0.00	
19	Division 03 - Cast In Place Concrete									
20	Concrete Reinforcing L	\$9,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	22.22%	\$7,000.00	\$100.00	
21	Concrete Reinforcing M	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$750.00	
23	Footing Formwork L	\$6,000.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00	
24	Footing Formwork M	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00	
25	Wall & Pier Formwork L	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00	
26	Wall & Pier Formwork M	\$4,000.00	\$500.00	\$0.00	\$0.00	\$500.00	12.50%	\$3,500.00	\$25.00	
27	Footing Concrete L	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00	
28	Footing Concrete M	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00	
29	Wall & Pier Concrete L	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00	
30	Wall & Pier Concrete M	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00	
31	Slab Prep L	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00	
32	Slab Prep M	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00	
33	Slab Concrete L	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00	
34	Slab Concrete M	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00	
35	6' Wet Wall L	\$4,500.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	88.89%	\$500.00	\$200.00	
36	6' Wet Wall M	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00	
35	2500 Gallon Septic Tank L	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,000.00	\$0.00	
36	2500 Gallon Septic Tank M	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$850.00	
35	Trench Drain L	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00	
36	Trench Drain M	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00	
62	Division 07 – Thermal and Moisture Protection									
63	Joint Sealers L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00	
64	Joint Sealers M	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00	
65	Building Insulation L	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00	
66	Building Insulation M	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00	
78	Division 08 – Openings									
79	Metal Door and Frames L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00	
80	Metal Door and Frames M	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00	\$0.00	
81	Aluminum Windows L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00	
82	Aluminum Windows M	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

3 of 11

ON AND CERTIFICATION FOR PAYMENT

APPLICATION NO:

#REF!

APPLICATION DATE:

#REF!

PERIOD TO: November 30, 2022

units are stated to the nearest dollar.

variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
83	Door HDWR L	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
84	Overhead Door L	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
85	Overhead Door M	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	\$0.00
100	Division 09 – Finishes								
101	Construction and Restoration Painting L	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
102	Construction and Restoration Painting M	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
116	Division 10 – Specialties								
117	Signage L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
118	Signage M	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
119	Fire Protection Specialties L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
120	Fire Protection Specialties M	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
133	Division 13 – Pre-Engineered Metal Building								
134	PEMB L	\$52,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$52,000.00	\$0.00
135	PEMB M	\$169,000.00	\$169,000.00	\$0.00	\$0.00	\$169,000.00	100.00%	\$0.00	\$8,450.00
142	Division 31 – Earthwork								
143	Erosion and Sediment Control L	\$1,000.00	\$0.00	\$400.00	\$0.00	\$400.00	40.00%	\$600.00	\$20.00
144	Erosion and Sediment Control M	\$1,000.00	\$0.00	\$400.00	\$0.00	\$400.00	40.00%	\$600.00	\$20.00
145	Misc Site Demo L	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
146	Misc Site Demo M	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
147	Building Excavation L	\$5,000.00	\$500.00	\$4,500.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
148	Building Excavation M	\$5,000.00	\$500.00	\$4,500.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
149	Foundation Backfill L	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
150	Foundation Backfill M	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
149	Slab on Grade Prep L	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
150	Slab on Grade Prep M	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
151	Division 32 – Exterior Improvements								
152	Pavement Subbase L	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
153	Pavement Subbase M	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
154	Asphalt Concrete Paving L	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
155	Asphalt Concrete Paving M	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,000.00	\$0.00
156	Chain Link Fencing L	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
157	Chain Link Fencing M	\$17,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,000.00	\$0.00
158	Site Restoration L	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
159	Site Restoration M	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00
177	Division 33 – Utilities								
178	GAC Overflow Piping L	\$2,500.00	\$0.00	\$1,250.00	\$0.00	\$1,250.00	50.00%	\$1,250.00	\$62.50
179	GAC Overflow Piping M	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00
180	Filtrate Piping L	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
181	Filtrate Piping M	\$17,000.00	\$5,600.00	\$0.00	\$0.00	\$5,600.00	32.94%	\$11,400.00	\$280.00
182	Raw Water Intake Piping L	\$2,500.00	\$0.00	\$500.00	\$0.00	\$500.00	20.00%	\$2,000.00	\$25.00
184	Raw Water Intake Piping M	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$1,250.00
185	GAC Backwash Piping L	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00

CONTINUATION SHEET

ON AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G703

PAGE OF PAGES

4 of 11

APPLICATION NO: ~~#REF!~~
APPLICATION DATE: ~~#REF!~~
PERIOD TO: November 30, 2022

units are stated to the nearest dollar.
variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
186	GAC Backwash Piping M	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
187	GAC Backwash Supply Piping L	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
188	GAC Backwash Supply Piping M	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	\$0.00
189	Backwash & Waste Filtrate Piping L	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
190	Backwash & Waste Filtrate Piping M	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,000.00	\$0.00
191	Submersible Pumps M	\$39,000.00	\$0.00	\$39,000.00	\$0.00	\$39,000.00	100.00%	\$0.00	\$1,950.00
192	GAC Filters L	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,000.00	\$0.00
191	GAC Filters M	\$395,000.00	\$232,890.00	\$0.00	\$0.00	\$232,890.00	58.96%	\$162,110.00	\$11,644.50
192	Vertical Turbine Pumps L	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
191	Vertical Turbine Pumps M	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100.00%	\$0.00	\$3,250.00
192	Force Main Installation L	\$8,000.00	\$7,600.00	\$0.00	\$0.00	\$7,600.00	95.00%	\$400.00	\$380.00
192	Force Main Installation M	\$20,000.00	\$19,000.00	\$0.00	\$0.00	\$19,000.00	95.00%	\$1,000.00	\$950.00
192	Magnetic Flow Meter L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
192	Magnetic Flowmeter M	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00
192	Turbidity Meter L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
192	Turbidity Meter M	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
237									
	GRAND TOTALS	\$1,544,500.00	\$694,610.00	\$106,030.00	\$0.00	\$800,640.00	51.84%	\$743,860.00	\$40,032.00

use a completed AIA Document D401 - Certification of Document's Authenticity

PARTIAL RELEASE AND WAIVER OF MECHANIC'S LIEN

PROJECT NAME: South Glens Falls Water Treatment Plant Upgrade Rebid CONTRACTOR/SUPPLIER: Jersen Construction Group
PROJECT ADDRESS: Beach Road, South Glens Falls, NY
CONTRACTOR/SUPPLIER'S CONTRACT NUMBER: 4 OWNER: Village of South Glens Falls THROUGH PERIOD ENDING: 11/30/22
CONSTRUCTION MANAGER: Delaware Engineering PARTIAL PAYMENT AMOUNT: \$100,728.50
One hundred thousand seven hundred twenty eight and 50/100 Dollars.

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, Ryan Rand, of Jersen Construction Group has hereunto set her/his hand this 13th day of December, 2022.

CONTRACTOR/SUPPLIER: Jersen Construction Group
AUTHORIZED AGENT: Ryan Rand
WITNESS: (Signature)
SIGNATURE: (Signature)
TITLE: Project Manager

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

On the 13th day of December in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Rand, 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.)



County of Saratoga, New York



Home **COVID-19** Departments Commissions County Initiatives Board of Supervisors News Meetings Forms/Downloads Contact

Annual Planning and Zoning Conference

[Home](#) / [Departments](#) / [Planning and Economic Development](#) / [Annual Planning and Zoning Conference](#)



Wednesday, February 1, 2023

Saratoga Springs City Center

522 Broadway, Saratoga Springs

ABOUT THE CONFERENCE

Join the Saratoga County Department of Planning and Economic Development for our annual all-day conference at the Saratoga Springs City Center on Wednesday, February 1, 2023, which includes

- 16 Education and Information Courses
- Luncheon
- Exhibitor booths

WHO SHOULD ATTEND?

Training for volunteer members of planning boards, zoning boards of appeals, and municipal staff.

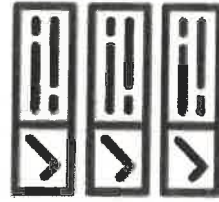
*Conference meets NYS 4-hour Mandatory Continuing Education Requirements

WHAT YOU'LL LEARN

Basic as well as advanced sessions are taught by experts in the planning and zoning fields and training specialists from the New York State Department of State.

CONFERENCE FEES

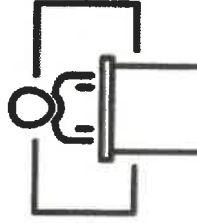
\$65 Saratoga County residents and businesses
\$75 Outside of Saratoga County
\$90 Late Registration (after January 13, 2023)



[Course Descriptions](#)



[Schedule](#)



[Speaker BIOS](#)



[Registration Form](#)

QUESTIONS?

<https://www.saratogacountyny.gov/departments/planning/annual-planning-zoning-conference/>

If you would like a downloadable Registration form, please [click here](#)

 421 total views, 18 views today

Copyright 2022 Saratoga County | All Rights Reserved.

[download Adobe Reader for PDFs](#)



Course Descriptions

Home / Departments / Planning and Economic Development / Annual Planning and Zoning Conference / Course Descriptions



Wednesday, February 1, 2023

Saratoga Springs City Center
522 Broadway, Saratoga Springs

COURSE DESCRIPTIONS

SCHEDULE

SPEAKER BIOS

REGISTRATION FORM

COURSE DESCRIPTIONS

- Making Zoning Compatible to Meet the Needs of Today's Market Forces

Presenters: Phil Barrett, Joe Grasso & Roy O'Connor

The length of business cycles in today's world are shorter than ever. Cycles that were formally measured in decades are now several years or even months in some industries. Economic factors, development trends and investment opportunities are consistently changing. Municipalities will need to be increasingly flexible to successfully execute Economic Development priorities. Establishing zoning codes based on comprehensive planning studies that respond to changing economic realities and provide clarity for investors will position a municipality for success.

- Planning Board Overview

Presenters: Patricia Burke & Monica Ryan

This course addresses the powers and duties of municipal planning boards. The administrative and regulatory roles of the planning board, including its review of site plans, special use permits, and subdivision plats are discussed, along with its role in the comprehensive plan. The importance of board procedures, referral to the county planning agency, and making findings are also covered.

- Land Development Jeopardy!

Presenter: Chuck Marshall

Through the format of one of television's most popular game shows, three contestants (code enforcement officer, planner and applicant) will be pitted against one another to answer questions in the subject area associated with land development. Conference attendees will also have an opportunity to play the game. Likely topics include measuring setback relief, SEQRA action classification and calculations used in land development.

- Creative Municipal Approaches to Farmland & Open Space Conservation

Presenters: Eric Connolly, Jaclyn Hakes, Nan Stolzenburg & Ryan Riper

Many communities in Saratoga County are growing quickly and as that occurs, farmland and open space are disappearing. Learn about how the Town of Ballston is tackling this challenge through an incentivized, voluntary approach to allow for greater density in targeted areas of Town and conservation of open space elsewhere.

- Case Law Update

– Zoning Board of Appeals Overview

Presenters: Christopher Eastman & Brent Irving

This introductory course to the zoning board of appeals focuses on the statutory tests boards must follow to grant use and area variances and proper handling of zoning interpretations. Meeting procedures and notice requirements will also be discussed, along with the ZBA's relationship with enforcement officials and the planning board, and the importance of making good findings.

– Regulation of Land Uses-Proposed, Protected or Promoted Uses

Presenters: Teresa Bakner & Rob Rosburrough

This presentation will involve a discussion of cases concerning regulation of religious uses, senior housing, day care centers, inclusionary housing and other uses that are to be given special consideration by land use boards. The goal will be to describe these protected uses and to provide guidance to land use board in how to make decisions that can withstand judicial scrutiny.

– Dealing with Difficult Players in the Planning and Zoning Game

Presenter: Mark Schachner

We would all be delighted if every involved party who appeared before us at Planning and Zoning meetings behaved perfectly with the utmost respect for Board Members and our processes, but this is not always the case. This presentation will focus on ways of dealing with "difficult players," including discussion of specific situations and suggestions from attendees. While "bad behavior" cannot always be avoided, we will address various strategies and techniques to manage these situations as best as possible.

– Comprehensive Planning: Benefits and Current Best Practices

Presenters: Matthew Rogers, Norabelle Greenberger & Eric Butler

Comprehensive planning has innumerable benefits, providing opportunities for communities to address recreation, traffic, economic development, land use, pedestrian safety, climate change, housing, disaster recovery, and other issues deemed important to the municipality. The comprehensive planning process continues to evolve and the presenters will identify new issues facing communities, how they are being addressed through current best practices, and solutions for maximizing necessary funding for project implementation, explaining how and why local planning and zoning board members are integral to the planning process.

Presenters: Teresa Bakner & Melissa Cherubino

An examination of recent NYS court cases concerning land use and planning involving challenges to the issuance or denial of special use permits, site plan approvals and use and area variances as well as rezoning and comprehensive plan amendments to assist land use and planning boards in future decision-making. These cases often involve challenges based on alleged procedural deficiencies.

– Special Use Permits-How they are not Use Variances

Presenter: Patricia Burke

Some uses require additional review and should be granted permission only if the application meets certain conditions established for uses such as gas stations, dog kennels, and drive-throughs. Scenarios in which the special use permit tool is most helpful will be discussed, along with rules local boards must follow for reviewing and approving applications for special use permits. The session will touch upon the difference between a special use permit and use variance.

– How Local Reviews Can Affect Transportation in your Community

Presenters: Alanna Moran & James Martin

This course will illustrate how individual site plans can impact the overall transportation system through site access, multi-modal accommodations, landscape features, etc., how board members can think outwardly on the plans and connectivity and overall impacts to the system, and how site plan or access changes could result in a product that aligns with longer terms municipal goals.

– Stormwater-The New Draft MS4 Permit

Presenters: Blue Neils, Lindsay Buck, Floria Huizinga & Scott Reese

The NYSDEC released a new draft MS4 Permit in January 2022 with the plans to implement in 2023. This permit contains significant changes to the requirements for how MS4 communities manage stormwater. Combined with planned updates to the Stormwater Management Design Manual, these changes will have measurable impacts on MS4 communities' review, approval and oversight of construction projects that are 1+ acres. This session will focus on these key changes, how they will affect MS4 communities and strategies to compensate for the changes, followed by a panel discussion by local stormwater staff.

– SEQR - How to Process & Implement for Meeting Review

Presenters: William Keniry & Jenny Lippman

From Concept Plan to Certificate of Occupancy and Beyond

Presenters: Richard Harris, Jaclyn Hakes and Wayne Howe

This session will explore the role of municipal staff and the Town Designated Engineer in ensuring that the approved plans and board decisions are implemented well after the gavel is struck on a project. From issuing building permits and certificates of occupancy, to enforcing board conditions and approved plans, panelists will share insight and ideas to help communities implement approved projects through the construction phase and in the years after.

Community Solar: Local Planning and Land Use Considerations

Presenters: John Scavo, Patricia Burke & Frank McCleneghen

This session will define community solar pursuant to NYS regulations, the role and review authority of local communities, hosting capacity maps & useful resources, model solar energy local law, elements of site plan review, utility requirements, decommissioning plan.

 283 total views, 12 views today

Copyright 2022 Saratoga County | All Rights Reserved.

[download Adobe Reader for PDFs](#)

This course will cover SEQR, from start to finish for zoning and planning boards. Attendees will learn the nuts, bolts and mechanics of the SEQR process. Emphasis will concentrate on informing attendees so that they are more comfortable and confident in reviewing project applications.

Public Utility Variance Standard

Presenter: David Brennan

This session will focus on the variance standard for public utility applications, including electric/gas substations, telecommunications facilities, and renewable energy systems (wind and solar). Specific focus will be provided on the history of the public utility variance standard, the interplay with the local Zoning Code, applicability to use and area variance applications and the criteria for specific utilities. The session will provide an overview of the case law for the various utility types.



Home COVID-19 Departments Commissions County Initiatives Board of Supervisors News Meetings Forms/Downloads Contact

Conference Schedule

Home / Departments / Planning and Economic Development / Annual Planning and Zoning Conference / Conference Schedule



Wednesday, February 1, 2023
Saratoga Springs City Center
522 Broadway, Saratoga Springs

COURSE DESCRIPTIONS

SCHEDULE

SPEAKER BIOS

REGISTRATION FORM

SCHEDULE

8:30 AM – 10:00 AM

- Making Zoning Compatible to Meet the Needs of Today's Market Forces
- Planning Board Overview
- Zoning Board of Appeals Overview
- Regulation of Land Uses-Proposed, Protected or Promoted Uses

10:30 AM – 12:00 PM

- Dealing with Difficult Players in the Planning and Zoning Game
- Comprehensive Planning: Benefits and Current Best Practices
- From Concept Plan to Certificate of Occupancy and Beyond
- Community Solar: Local Planning and Land Use Considerations

1:15 PM – 2:30 PM

- Land Development Jeopardy!
- Creative Municipal Approaches to Farmland & Open Space Conservation
- Case Law Update
- Special Use Permits –How They are not Use Variances

3:00 PM – 4:30 PM

- How Local Reviews Can Affect Transportation in your Community
- Stormwater-The New Draft MS4 Permit
- SEQR – How to Process & Implement for Meeting Review
- Public Utility Variance Standard

10:00 AM – 10:30 AM

BREAK/VENDOR RELATIONS

12:00 PM – 1:15 pm

LUNCH

2:30 PM – 3:00 PM

BREAK/VENDOR RELATIONS

Jul 216 total views, 3 views today

Copyright 2022 Saratoga County | All Rights Reserved.

download Adobe Reader for PDFs