



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

**Public Meeting 7:00 PM
February 19, 2025
MAYOR NICHOLAS BODKIN PRESIDING**

Agenda

Public Forum

1. Grant Projects Update
 - a. GIGP
 - i. Project Update
 - ii. Certificate of Substantial Completion
 - b. CDBG Grant update

2. Transfers

a.	A 1325.0410	A 1325.0420	\$799.19	CT Background Checks - Gollhofer
	A 1430.0405	A 1430.0403	\$475.00	CSEA Attorney
	FX 8320.0405	FX 8320.0200	\$5.76	W.P. Equipment - New PC

3. Motion to Approve the Bills and Payroll as Audited

- a. General - \$25,484.20
- b. Water - \$810.66
- c. Sewer - \$540.99
- d. Special (Retro) - \$6,525.68
- e. Payroll:
 - i. 01/29/25 - \$29,506.47
 - ii. 02/05/25 - \$24,830.05
 - iii. 02/12/25 - \$26,893.63

4. CT Male Humidity Proposal
5. Carbon Media
6. SHMD Proclamation
7. RFP for Water Main Replacement on Baker Ave
8. EV Mandate Letter
9. Personnel Request



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10. Fee Schedule for Village Code 153:36 Parks & Rec for site plan approvals
11. Old Business
12. New Business
13. Trustee Reports
14. Mayor's Report
 - a. Reminder to maintain Cyber Security training, weekly quizzes
15. Executive Session: SLIC Fiber, PBA negotiations

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



February 10, 2025

TJ Chagnon
Superintendent of Public Works
Village of South Glens Falls, NY
46 Saratoga Ave.
South Glens Falls, NY 12803

*RE: Proposal for Engineering Services
Village of South Glens Falls GAC WTP Humidity Issues
46 Saratoga Avenue
South Glens Falls, New York*

Dear Mr. Chagnon:

Thank you for providing C.T. Male Associates the opportunity to evaluate and resolve humidity issues inside the newly constructed GAC Treatment Building at your Water Treatment Facility. The following represents our proposal.

Project Understanding

The Village of South Glens Falls GAC building contains two granulated carbon pressure filters, raw and finished water piping, backwash water piping and controls. It is our understanding that significant pipe sweating is occurring during warm weather months. Our experience with other filtration plants similar to this is that when the temperature of the raw and finished water piping is lower than the dewpoint temperature of the air, significant condensation can result.

We would propose to approach this project under two Phases. A Study and Report Phase would enable us to perform a site visit, interview operations staff and gather physical data to determine the root cause of the humidity related issues. A Report would then be prepared which summarizes findings and recommendations along with the cost to resolve the humidity issues. Based on review and approval by the Village of our findings and recommended solution, the project can then proceed to the design phase.

C.T. MALE ASSOCIATES

*Proposal for Mechanical Engineering Services
Village of South Glens Falls Water Treatment Plant Humidity Issues
46 Saratoga Ave.
South Glens Falls, New York
February 10, 2025
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Scope of Services

STUDY AND REPORT PHASE

- Site visit to observe and record existing conditions and gather data.
- Determine the root cause of the humidity issue.
- Provide description, schematics and opinion of probable cost of suggested improvement(s). Provide this information for two improvement options, if multiple options are feasible to resolve the issue.
- Submit final report for review and approval to indicate "agreed to" design criteria for use in the design phase of the work.

DESIGN PHASE (If authorized upon completion of Study Phase)

- Based on the Village's acceptance of the Report, prepare design documents consisting of drawings and specifications indicating the scope, extent, and character of the Work to be provided by the Contractor.
- The work shall include HVAC system improvements with regard to dehumidification.
- Provide final HVAC equipment sizing.
- Specifications will be prepared, where appropriate, and placed on the drawings.

Assumptions and Exclusions

1. Bid and Construction Phase services are excluded, but can be performed as an additional service if requested by the Village.
2. This proposal assumes that we will have access to the building during our normal business hours (7:30 AM to 4:30 PM Monday through Friday, excluding holidays).
3. Anticipated modifications and improvements to the facility are anticipated to be limited to mechanical improvements, and minor electrical work as required for new equipment and controls. Modifications to process/treatment piping, structural systems, architectural envelope or other systems are not included.
4. Environmental services are not included.
5. Cost estimating services beyond the opinion of probable cost services specifically referenced above are excluded.

C.T. MALE ASSOCIATES

*Proposal for Mechanical Engineering Services
Village of South Glens Falls Water Treatment Plant Humidity Issues
46 Saratoga Ave.
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6. Any additional services will be subject to additional compensation above and beyond the proposed fee.
7. All reports and deliverables will be submitted in electronic format. Printing charges are not included in the proposed fee.

Project Fee

C.T. Male is pleased to offer the following Fee proposal for Mechanical Engineering Services for resolving humidity issues at the Village of South Glens Falls Water Treatment Plant.

STUDY AND REPORT PHASE

\$7,200.00 Lump Sum

DESIGN PHASE

As noted, Design Phase will proceed only if authorized and will be added as a contract amendment

Should you have any questions or comments regarding this scope of services, please call or email me at 845-454-4400 or b.travis@ctmale.com or Jim Edwards at 518-378-2947.

Thank you again for this opportunity.

Respectfully,

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.



Robert J. Travis, P.E.
Senior Mechanical & Process Engineer



James R. Edwards, P.E.
VP - Risk Management

ec: Diane Leach, C.T. Male Associates
Kathryn Serra, P.E., C.T. Male Associates



SARATOGA COUNTY WATER AUTHORITY

TIM SZCZEPANIAK, CHAIRMAN
Ed Hernandez, P.E., Executive Director

260 BUTLER ROAD, GANSEVOORT, NY 12831
TELEPHONE: (518) 761-2058
FACSIMILE: (518) 792-4942
www.saratogacountywaterauthority.com

PHILIP C. BARRETT
MICHAEL MOONEY
THOMAS RICHARDSON
KEVIN TOLLESON
JENNIFER WEAVER
ROBERT WILCOX

March 14, 2024

Frederick Forrester, Account Manager
Calgon Carbon Corporation
3000 GSK Drive
Moon Township, PA 15108

Re: Request for Renewal of Contract

Bid Title: Purchase of Granular Activated Carbon
Contract Dates: 03/29/2023 - 03/28/2024
Renewal Dates: 03/28/24 - 03/27/2025
03/28/2025 - 03/27/2026
Original Bid Date: 03/21/2023

Dear Mr. Forrester:

Pursuant to the specifications for the chemical bid submitted by your company on March 21, 2023, the Saratoga County Water Authority is requesting an extension of the contract between Calgon Carbon Corporation and the Authority for a term of one additional year.

We are requesting that your company extend this contract at the current cost of \$48,400 per 40,000 lb. Media exchange, with the same terms and conditions of the original contract.

We have enclosed two copies of this letter; please show your acceptance of this extension by signing and returning one and keeping the other for your records. If you have any questions, you may reach me at (518)761-2058.

Best Regards,

SARATOGA COUNTY WATER AUTHORITY

Ed M. Hernandez,
Executive Director

In accordance with the terms of renewal as stated in this letter, we agree to the extension of the contract for Granular Activated Carbon.
Frederick Forrester, Account Manager

Bid Tabulation
Purchase of Water Treatment Chemicals
Granular Activated Carbon

Friday, March 10, 2023 at 12:00 noon
Saratoga County Water Authority
260 Butler Road, Gansevoort, NY 12831

	Granular Activated Carbon (Price per pound)	Granular Activated Carbon Alternate 1 (Price per pound)
Vendor	40,000 lbs.	40,000 lbs.
Calgon Carbon Corp. 500 Calgon Drive Pittsburgh, PA 15205	\$1.97/lb.	\$1.21/lb.
Carbon Activated Corp. 3774 Hoover Road Blasdell, NY 14219 NORIT GAC 400 COLL 100	\$2.56/lb. \$1.95/lb.	\$1.04/lb. \$1.02/lb.
Norit Americas Inc. 3200 W. University Ave. Marshall, TX 75670	No Bid	No Bid
Nichem Company 750 Frelinghuysen Ave. Newrk, NJ 07114	No Bid	No Bid
2022 Pricing	\$1.57	\$1.24
Existing Supplier	Calgon Carbon	
Proposed Supplier	TBD	

SARATOGA COUNTY WATER AUTHORITY
UNIFORM CHEMICAL PURCHASE CONTRACT

AGREEMENT made on March 29, 2023 between the Calgon Carbon Corporation, (the "Seller"), having its principal place of business at 3000 GSK Drive, Moon Township, PA, and the Saratoga County Water Authority (the "Buyer"), having a mailing address of 260 Butler Road, Gansevoort, NY 12831, and a physical address at 260 Butler Road, Gansevoort, NY 12831.

1. **SALE.**

Seller shall sell to Buyer and Buyer shall purchase from Seller the following (hereinafter collectively referred to as the "Product" or "Products"):

GRANULAR ACTIVATED CARBON

2. **PRICES.**

Seller's price shall not be higher than the amount set forth in the bid proposal submitted by Buyer for competitive bidding unless otherwise agreed by Buyer in writing.

3. **QUANTITIES.**

Shipments must equal exact amounts ordered and per the bid between the parties unless otherwise agreed by Buyer in writing.

4. **DELIVERY.**

All shipments shall be made to Buyer's plant/facilities ("physical address") at the specific location within the facility to be designated by Buyer, having a mailing address of 260 Butler Road, Town of Moreau. As such, all products sold hereunder shall be sold and billed to the Purchaser as delivered to the SCWA water plant. Buyer agrees to abide by any notice or other security requirements and/or rules or regulations to be imposed by Buyer as a result of the increased need for security at Buyer's facility.

5. **TIME FOR DELIVERY.**

The Buyer's production schedules are based upon the agreement that materials will be delivered to the Buyer by the date specified on the face of any applicable purchase order. Time is therefore of the essence for any purchase order. If deliveries are not made at the time agreed upon, Buyer reserves the right to cancel or to purchase elsewhere, and hold Seller accountable therefore.

6. **PAYMENT.**

Terms of payment are net cash ten days from date of invoice provided that said invoice is provided at least ten (10) days before the meeting of the SCWA Board.

7. **TERM.**

The term of this agreement shall be for all dealings between the parties. As such, unless cancelled or otherwise modified in writing, the provisions contained herein shall govern all future transactions between Buyer and Seller. This agreement may be terminated at any time upon written notice to Seller.

8. SELLER WARRANTIES.

1. THE SELLER HEREBY WARRANTIES THAT THE GOODS COVERED BY THIS CONTRACT ARE MERCHANTABLE AND FIT FOR THE INTENDED PURPOSE. MOREOVER, SELLER EXPRESSLY WARRANTS THAT ALL GOODS CONTRACTED HEREIN WILL BE REPRESENTATIVE OF THE BRAND OR GRADE SPECIFIED HEREIN TO BE SOLD.
2. Moreover, Seller expressly warrants that all products sold hereunder shall be of merchantable quality, free from defects in materials and workmanship, and fit for their intended use.
3. Seller warrants that the products do not infringe on any United States or foreign patent, or on any other right of any other person.
4. Seller specifically and expressly warrants that the products furnished hereunder are and will be manufactured, sold and delivered in full compliance with all applicable federal, state and local laws, rules and regulations, including, but not limited to the Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders issued pursuant thereto, and all other federal and state occupational safety and health statutes, the provisions of which are substantially the same as those found in the Occupational Safety and Health Act of 1970, or administered by any state pursuant to that Act. Seller shall furnish Buyer with a Material Safety Data Sheet with each shipment or delivery to Buyer of a hazardous chemical or material, in strict compliance with the hazard communication regulations of the Occupational Safety and Health Administration of the United States Department of Labor and any and all state and local hazard communication, right-to-know and similar laws, rules and regulations.
5. On request, Seller shall furnish Buyer certificates of compliance with all applicable laws, orders and regulations of the federal or any state or municipal government or agency thereof, which apply to this Agreement. Seller shall, at time of delivery or invoicing, certify that products sold hereunder were manufactured or produced in full compliance, to the date of certifications, with the Fair Labor Standards Act of 1938, as amended, and all applicable United States Department of Labor Regulations promulgated thereunder.

9. ENVIRONMENTAL/HAZARDOUS.

1. The Seller warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property, and the environment by the transportation and delivery of the product.
2. Seller further warrants that it will perform all services under this contract in a safe, efficient, and lawful manner using industry accepted practices, and in full compliance with all applicable local, state, and federal laws and regulations as the same may apply to Seller's acts and responsibilities, in connection with this Contract, and use due care with respect to such acts and responsibilities. Seller shall maintain and provide necessary insurance with regard to environmental health hazards and related claims. The Seller acknowledges and agrees that the indemnity obligations contained in this Contract include, but are not limited to, the obligation to indemnify, save harmless and defend the Buyer as set forth therein with respect to environmental matters, which may include, among other things, all fines, judgments, actions, penalties, administrative proceedings, demands, damages, mitigation, remediation and any decreases in the value of Buyer-owned or private property as a result of the Seller's acts or

SARATOGA COUNTY WATER AUTHORITY
UNIFORM CHEMICAL PURCHASE CONTRACT

omissions pursuant to this Contract. Upon occurrence or discovery of any matter having adverse environmental impacts, which matter is the act or within the responsibility of the Seller, the Seller shall immediately notify the Executive Director, and promptly take at its sole expense all necessary actions to comply with all relevant environmental laws.

10. INSURANCE.

1. Seller shall maintain in full force and effect the insurances as set forth in the annexed Schedule A and shall also include environmental occurrences. Buyer shall be named as an additional insured on that policy.
2. Seller shall carry and maintain comprehensive general -public liability insurance, including contractual liability, automobile, bodily injury and property damage, workmen's compensation, employer's liability and occupational disease insurance with coverage in a form satisfactory to Buyer. Upon Buyer's request, Seller shall deliver to Buyer certificates of such insurance which stipulate that no less than ten (10) days' notice will be given Buyer prior to termination or reduction of the limits of coverage.

11. POLICY TO ENCOURAGE THE UTILIZATION OF M/WBES.

1. Seller represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Seller shall (I) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBES, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) If requested, Seller shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Seller's obligations herein.
2. Seller is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
3. Seller represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the Authority and shall permit access to its books and records by the Authority, or its designee, for the purpose of ascertaining compliance with provisions hereof.

SARATOGA COUNTY WATER AUTHORITY
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4. Failure to comply with the terms and conditions of the Non-Discrimination and Affirmative Action Program set forth herein shall constitute and event of default.

12. HOLD HARMLESS & INDEMNIFICATION.

1. Seller shall defend, indemnify and hold Buyer harmless, to the fullest extent allowed by law, Buyer, and its principal officers, board members, officers and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court ordered attorney's fees), arising out of or resulting from the acts or omissions of the Seller or its principals, officers, employees, subcontractors or anyone directly or indirectly employed by Seller or its subcontractors or anyone for whose acts the Seller or its subcontractors may be liable in the performance of the contract, whether sounding in tort, contract, warranty, or otherwise. This shall include, but not be limited to from any injury to or death of any person, or any damage to property, caused by defects in the manufacture, transportation, delivery and usage of the products delivered hereunder. Liability includes any claims, damages, losses and expenses arising out of or resulting from performance of this contract that results in claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease or damage to or destruction of tangible property, including the loss of use therefrom.
2. Moreover, Seller shall indemnify and hold Buyer harmless and will, upon request, defend the other against all actions, proceedings, claims, demands, suits, outlays, damages or expenses, including reasonable legal fees and other costs that may be assessed against the other, and which the other may incur in defending any proceedings in which the damage sustained arose from a failure of the Seller party to meet its obligations under this Agreement, or from any other act or omission of the Seller, its representatives, agents or employees. This shall include, but not be limited to any claim or infringement of patent or such other rights relating to the manufacture, sale or use of the products.
 - a) Seller shall further indemnify and hold Buyer harmless from the actual withdrawal and recall costs and expenses incurred by Buyer due to defects in Seller's manufacture of the products, or if a recall of products is ordered by a court of competent jurisdiction or governmental agency.
 - b) SHALL SELLER BE LIABLE TO BUYER FOR SPECIAL OR CONSEQUENTIAL DAMAGES BEYOND THOSE DAMAGES EXPRESSLY PROVIDED HEREIN.

13. RIGHTS OF BUYER.

Seller shall, without limitation, be in default if Seller becomes insolvent or is adjudged bankrupt, or if Seller shall fail to make any payment to Buyer when due under this or any other contract between Buyer and Seller, or if at any time the Seller's property and assets are in liquidation, or if Seller's financial responsibility becomes impaired; but Seller shall not be in default for nonperformance due to fire, flood, earthquake, tornado, labor difficulties, riot, federal or state laws or regulations, failure of supply, acts or defaults of common carriers, or act of God, or the public enemy. In case of Seller's default, Buyer may within 14 days of notice thereof by written notice sent by registered or certified mail to Seller at its office:

1. cancel the contract; or

**SARATOGA COUNTY WATER AUTHORITY
UNIFORM CHEMICAL PURCHASE CONTRACT**

2. terminate the contract as to the portion in default and purchase within such 14 days an equal quantity of goods of the same kind and grade and recover from Seller the excess of the price so paid over the purchase price provided herein, plus any incidental loss or expense, and in addition, recover a sum equal to 1% of the contract price named herein; or
3. Terminate the contract as to any unshipped balance.
4. Performance of obligations hereunder must be substantial at the time or times specified herein, in written releases, in other written instructions issued by Buyer, or in Buyer's Purchase Orders. Buyer may change or temporarily suspend delivery or service schedules from time to time. In the event of consistently late deliveries of product, or consistently late performance of any services covered hereunder which is not due to any act or failure to act of Buyer, Buyer may, at its option:
 - a) terminate or partially terminate this Agreement,
 - b) vary delivery terms hereunder, or
 - c) obtain the items or services from other sources.

Termination of this Agreement as specified herein shall not terminate any liability arising out of conduct prior to the actual date of termination.

14. CUMULATIVE NATURE OF REMEDIES.

The remedies reserved to Buyer or Seller herein shall be cumulative and in addition to all other or further remedies provided by law. No waiver by either party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision hereof shall constitute a waiver of any subsequent breach, default or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision.

15. REPRESENTATIONS.

Seller represents that it is merchant with respect to the subject goods.

16. INSTALLMENT DELIVERIES.

A breach of default in any installment delivery shall be deemed grounds for buyer to declare a breach of the entire agreement even though such breach or default substantially impairs the value of the entire agreement.

17. INSPECTION AND REJECTION.

Final inspection shall be on the Buyer's premises unless otherwise agreed in writing. Materials rejected as not, or as otherwise defective, shall be returned at Seller's expense, including transportation and handling costs.

18. SETOFFS AND COUNTERCLAIMS.

All claims for moneys due or to become due from the Buyer shall be subject to deduction by the Buyer for any setoff or counterclaim arising out of this or any other of the Buyer's Purchase Orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

19. BENEFIT.

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

20. FORCE MAJEURE.

A party shall not be deemed to have defaulted or failed to perform hereunder if that party's inability to perform or default shall have been caused by an event or events beyond the control and without the fault of that party, including (without limitation) acts of Government, embargoes, fire, flood, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism, civil riots or commotions, failure of supply, including water supply or lack of SCWA demand or the inability to procure necessary raw materials, supplies or equipment.

21. SEVERABILITY.

The invalidity, illegality or unenforceability of any one or more provisions of this Agreement shall in no way affect or impair the validity, legality or enforceability of the remaining provisions hereof, which shall remain in full force and effect.

22. EVENT OF CONFLICT.

In the event of any conflict between the terms and conditions which appear in this Agreement and any Purchase Order used to order Containers hereunder, the terms and conditions of this Agreement and any attached Schedules shall control.

23. APPLICABLE LAW.

This agreement shall be governed by the Uniform Commercial Code and other applicable laws of the State of New York.

24. ASSIGNMENT.

This contract is not assignable and the duties hereunder are not delegable without Seller's written consent.

25. MODIFICATION.

This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. This agreement can only be modified by a writing signed by all of the parties or their duly authorized agents.

SARATOGA COUNTY WATER AUTHORITY
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26. NOTICES.

For the purpose of any notice required to be given by this agreement or by an applicable provision of the Uniform Commercial Code or other law, the Seller represents that its principal place of business shall be deemed either the address on any purchase order or unless otherwise specified, the address in the precatory paragraph of this agreement, and the Buyer represents that its principal place of business is at the mailing address also set forth above, unless otherwise stated in writing. All notices and other communications from either party to the other hereunder shall be in writing and shall be deemed given when delivered personally, by courier service or when deposited in the U.S. Mail, certified or registered mail, return receipt requested, postage prepaid and properly addressed to Seller.

27. LIMIT OF AUTHORITY.

Both parties are independent Sellers and this Agreement does not constitute either party as the legal representative of the other for any purpose whatsoever. Neither party has authority to assume or create any obligation whatsoever, expressed or implied, on behalf or in the name of the other party, nor to bind the other in any manner whatsoever.

In witness whereof the parties have executed this agreement.

CALGON CARBON CORPORATION

Corporate Seal
Attest:

Title: _____

SARATOGA COUNTY WATER AUTHORITY

Corporate Seal
Attest:

Chairman

SCHEDULE A

Indemnification and Insurance

Seller shall provide and maintain insurance coverage for claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; business auto liability, and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The insurance will be procured from insurance companies authorized to do business in New York State and shall cover all services under this proposal whether performed by the Seller or a sub-contractor. Seller shall furnish to the AUTHORITY a certificate or certificates, in a form satisfactory to the AUTHORITY showing that they have complied with this requirement, which certificate or certificates, shall provide that the policies shall not be changed or cancelled until thirty days written notice has been given to the AUTHORITY. The kinds and amounts of insurance required are as follows:

The following insurance must be provided by the Seller from an insurer licensed to do business in the State of New York.

Workers Compensation:

The Seller shall procure and maintain during the life of this contract, Workers Compensation for all of his employees to be engaged in the work on the project under this contract and in case of any such work sublet, the Seller shall require his subcontractor similarly to provide workers compensation insurance for all the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's compensation insurance. This coverage's shall meet the Statutory Limits of New York State. Any and all proprietors, partners, executive officers and members must be covered for workers compensation even if not required by NYS law to be covered. Certificates of Insurance must show that Workers Compensation is in effect and "N" must appear on the Certificate next to the question, "Any Proprietor/Partner/Executive Officer/Member Excluded".

Comprehensive Commercial General Liability including Contractual on a primary and non-contributory basis:

The Seller shall procure and maintain insurance in the following amounts:

- a. \$1,000,000 — each occurrence bodily injury and property damage
- b. \$2,000,000 — general aggregate
- c. Include the Saratoga County Water Authority as additional insured.

Umbrella Liability:

The Seller shall procure and maintain insurance in the following amounts:

- a. \$10,000,000 — over primary coverage
- b. Include the Saratoga County Water Authority as additional insured.

Business Auto Liability:

The Seller shall procure and maintain insurance in the following amounts:

- a. \$1,000,000 — bodily injury and property damage combined limit
- b. \$1,000,000 — hired and non-owned autos included.

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UNIFORM CHEMICAL PURCHASE CONTRACT

Certificates:

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. The certificates and insurance policies required by this contract shall contain a provision that coverage's afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the SCWA.

Indemnity:

Seller shall hold harmless, indemnify, and defend the Saratoga County Water Authority and their employees from any and all liability claims, losses or damages arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the Saratoga County Water Authority.

Approvals:

The Seller shall not commence work until the required insurance and coverage's have been submitted to the Saratoga County Water Authority and approved by their insurance agent.

Each Seller will agree to indemnify and hold harmless the Saratoga County Water Authority from and against any and all liability, loss, damages, claim or action whatsoever to the extent permissible by law arising out of operations performed and services provided by under this proposal, including the costs, disbursements and expenses of litigation and reasonable attorney's fees.



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

February 19, 2025

Via email
air.regs@dec.ny.gov

NYSDEC
625 Broadway
Albany, NY 12233

Subject: Enforcement Discretion Purchase

Make: Western Star/Viking Plow Truck
Model: 47x
Model year: 2025
Quantity: 3

This vehicle will qualify for exemption from ACT and Omnibus regulation. The application that this truck will be used for is catch basin and culver cleaning.

As signatory, I certify that I am the responsible official accountable for the truth, accuracy, and completeness of the information contained in this purchase request.

Signed by: _____

Print Name: Nicholas Bodkin

Title: Mayor

Date: February 19, 2025

CC: air.reg@dec.ny.gov

Chapter 153. Zoning

Article IX. Administration and Enforcement

§ 153-36. Parks, open spaces and natural features; recreation fees/land dedication.

- A. Purpose. The purpose of this section is to establish and provide for an equitable and effective development standard for securing adequate land and funding for parks, playgrounds and open space recreation areas in the Village of South Glens Falls.
- B. Recreation fees.
 - (1) The Planning Board shall require, as condition of approval of a final site plan that includes dwelling units, the payment of recreation fees for each dwelling unit in such amount to be set by the Village Board as required in § 153-37. The recreation fees per dwelling unit are established and amended by resolution of the Village Board. Such fees shall be paid to the Village at the time of final site plan approval, and no such final site plan shall be approved by the authorized officer of the Planning Board until such payment is made. Such payments shall be held by the Village of South Glens Falls in a special fund for acquisition and development of recreation land and related improvements. All money in this fund is to be used only for:
 - (a) The purchase of land that is suitable for new or enlarged parks, playgrounds or open spaces and located so as to serve the inhabitants of the Village's residential neighborhoods.
 - (b) The improvement of new or existing park, playground and open space lands which serve the Village's residential neighborhoods.
 - (2) In any case, the Planning Board shall be satisfied that required recreation land will be maintained and will not be used for other than recreation purposes.
- C. Land dedication in lieu of fees.
 - (1) In cases where the Village Board finds that due to the size, shape or location of the final site plan, land dedication for a park, playground or other recreational purpose is preferable to the payment of a recreation fee, the Village Board may waive the fee and require as a condition of approval the dedication of land for recreational purposes.
 - (2) The owner/developer shall then file with the Village Board a plan detailing the sites for the development of a park, playground or other recreational facility. Recreation space shall be provided by the owner/developer on the basis of at least 1,000 square feet per dwelling unit, but in no case shall the amount be more than 10% of the total area of the final site plan. Such area or areas may be dedicated to the Village by the owner/developer if the Village Board approves such dedication. All lands designated on the final site plan as park, playground or other recreation areas not in Village ownership shall be subject to such conditions as the Planning Board may establish, such as hours of operation, access to the general public, use and maintenance of such lands as deemed necessary to assure the preservation of such land for its intended purpose. Such conditions shall be shown on the final site plan prior to approval

and filing. The Planning Board shall consider the following in determining the suitability of the reserved land for recreational purposes:

- (a) The size and shape of the reserved land.
 - (b) Whether the land is usable land, which for purposes of these regulations shall be taken to mean land that is relatively level and dry.
 - (c) The location of the reserved land, i.e., whether the land is:
 - [1] Located in an area which is heavily populated.
 - [2] Near other recreation areas.
 - [3] Near other recreation areas providing the same type of recreation.
 - [4] In a location which will provide a safe and accessible recreation area for Village residents.
- D. Nothing in this section will be construed as prohibiting an owner/developer from reserving land for recreation purposes in addition to the requirements of this section.
- E. The Planning Board shall not at any time authorize the waiver of both the fee and land dedication in lieu thereof requirements.