



PUBLIC MEETING
7:00 PM Regular Session
May 3rd, 2023
DEPUTY MAYOR TIMOTHY CAROTA PRESIDING

Agenda

Public Forum

1. Grant Projects Update
 - a. Carbon Filtration
Discussion to delay delivery of carbon until November.
 - b. GIGP
2. Transfers
 - a.
3. Motion to Approve the Bills as Audited
 - Regular Warrant
 - a. General Fund - \$26,283.97
 - b. Water Fund - \$11,030.59
 - c. Sewer Fund - \$1,352.18
 - Special Warrant
 - a. General Fund - \$2,552.28
4. General Code Supplementation and Books
5. Motion to approve various Park/Gazebo use
6. Motion to approve Animal Control, Building & Code Enforcement, Police Department, and Department of Public Works April Monthly Report
7. Old Business
8. New Business
9. Trustee Reports
10. Mayor's Report- None



Estimate

10/7/2022
Line#: 395428

TO: Matthew Espey, Deputy Clerk Treasurer **FROM:** Mary Beth Sullivan, Client Care
deputyclerktreasurer@sgfny.com MSullivan@generalcode.com
CLIENT: Village of South Glens Falls, NY **RE:** Supplement No. 51 - Revised Estimate
(SO0117)

Dear Matthew,

Thank you for the opportunity to provide an estimate for your current supplementation project. Please review the information below, and then click the appropriate button in the email to indicate if you authorize us to Proceed Now with the supplement or if you would prefer to Wait to Proceed.

Source Files:

We have reviewed 4 pieces of legislation for an update to the Village Code.

For a detailed listing of the included legislation, refer to the Appendix at the end of this estimate.

Request for adoption date information previously sent under separate cover.

Supplementation:

General Code will codify and supplement the legislation listed above which includes but is not limited to:

- Analysis of the new legislation and proper placement in the Code
- Removal of repealed or superseded provisions
- Updates to the Officials Page, Table of Contents, Disposition List, Appendixes, Index, Histories, Tables, Charts, and other items as necessary
- Review of statutory citations regarding the new legislation
- Any conflicts, inconsistencies, issues or questions identified at this point will be brought to the attention of the municipality for resolution prior to publication
- Insertion of cross reference and editor's notes, as appropriate
- Creation of instruction page for removing and inserting revised Code pages
- Printing of up to 22 sets of supplemental pages
- Update to eCode360

Price:

Between \$865.00 and \$1,000.00, which includes shipping and handling.

The final invoice will follow completion of the supplement.

- Any missing legislation received may result in additional costs.
- Any newly adopted legislation received after authorization for this supplement will be held until the next supplement, unless otherwise noted.

Payment Terms:

Available upon request

Authorization:

To authorize the supplement as outlined above, please use the PROCEED NOW button in the original email containing this estimate. This order is subject to General Code's Codification Terms and Conditions, which are available at <https://www.generalcode.com/terms-and-conditions-documents/>.

If you have any questions please feel free to contact me. Otherwise, please respond in our original email as to how you would like us to proceed.

Mary Beth Sullivan, Client Care
MSullivan@generalcode.com

Appendix

Legislation to be included in the code

Legislation Name

Adoption Date

Local Law No. 1-2021

10/21/2021

Local Law No. 1-2022

Local Law No. 2-2022

Local Law No. 3-2022



Matthew Espey <deputyclerktreasurer@sgfny.com>

Supplement Estimate - No Revision Required GC:016820076

Mary Beth Sullivan <MSullivan@generalcode.com>
To: Samantha Berg <clerktreasurer@sgfny.com>
Cc: Matthew Espey <deputyclerktreasurer@sgfny.com>

Wed, Apr 5, 2023 at 5:03 PM

Hello Samantha:

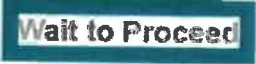
I wanted to update you on the estimate range we previously emailed you, since receiving Local Law 1-2023. This new local law will not change the supplement estimate range of \$865.00 and \$1,000.00 we emailed you last fall, nor a need to prepare a revised supplement estimate at this time. I know when we last spoke, you were gathering this information for budget purposes.

Below is a copy of the original email sent 10/7/2022 and Supplement Estimate No. 51 revision 1, is attached for your review. When you are ready to authorize this supplement please select the "Proceed Now" button, below. Once we receive this approval we will begin work on the supplement.

Hello Matthew,

Your code is ready to be updated and attached is an estimate dated 10/7/2022 for Supplementation Number 51 - Revised.

To ensure the process is simple and smooth, we would like to verify that you are ready to proceed with the work. Please click the appropriate button below, which will take you to our website, to let us know the status regarding this Supplementation estimate:

Proceed NowWait to Proceed

Thank you for your quick response. We appreciate the opportunity to serve your community with the ongoing maintenance of your code. If you have any questions, feel free to call me at 1-800-836-8834.

Thank you!

Mary Beth Sullivan

Supplementation Retention Specialist

General Code®

A Member of the ICC Family of Solutions

generalcode.com | 800.836.8834 x213

From: Mary Beth Sullivan
Sent: Thursday, March 9, 2023 11:24 AM
To: Samantha Berg <clerktreasurer@sgfny.com>
Subject: Budget Information for Next Fiscal Year GC:016819748

Hi Samantha:

It was nice speaking with you yesterday. I'm providing you with some estimated pricing information to assist you with your budget planning.

Please budget \$1,195 for eCode360 Annual Maintenance (there will be no increase in 2023). This amount is invoiced April 1st of each year.

As for Supplementation costs, they can vary year to year depending on what Legislation may be adopted. As I mentioned on the phone we normally base it on your costs over the last few years, but unfortunately your village has not updated your Code since 2020. However, we have recently sent you a supplement estimate for legislation your village has sent us. The supplement range is between \$865.00 and \$1,000.00. Keep in mind this is not including the 2023 law you will be adopting this month or additional 2023/2024 local laws, so please account for that possible increase. If you are anticipating adopting any large laws like Zoning, the price can go up significantly.

In addition I'm including estimated pricing to update your 22 code books that are not up to date. I've listed three options below:

Twenty-two (22) Sets of Code Contents only - \$664.00 plus shipping and handling.

Twenty-Two (22) General Code Imprinted binder with Code Contents - \$2,413.00, plus shipping and handling.

Twenty-Two (22) General Code Non-Imprinted binder with Code Contents - \$2,116.00, plus shipping and handling.

Keep in mind your Code contents are housed in a binder provided by a previous codifier so if you are interested in just receiving the contents this will be done with a 7 hole drill to accommodate your binders. I also want to mention that your village may not need 22 code books since you also have the online version. Many municipalities are reducing this number drastically because they can access it online and also they fail to insert the new supplement pages when they arrive.

Please let me know if I can be of further assistance.

Thank you!

Mary Beth Sullivan

4/27/23, 1:21 PM

Village of South Glens Falls Mail - Supplement Estimate - No Revision Required GC:016820076

Client Care Advocate

General Code

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generalcode.com | 800.836.8834 x213



South Glens Falls SO0117 est 51 rev 1 Estimate.pdf
257K



DEPARTMENT OF PUBLIC WORKS

46 Saratoga Avenue

P.O. Box 1210

South Glens Falls, New York 12803-1210

Telephone (518) 792-4033

Fax (518) 792-0299

BOARD MEETING

May 3, 2023

WATER/WASTE WATER TOTALS:

WATER: 17,985,000

WASTEWATER: 11,860,000

Avg. day: 600,000

Avg. day: 395,000

Max. day: 845,000 4/12

Max. day: 490,000 4/2

Min. day: 520,000 4/27

Min. day: 300,000 4/15

Town Water: 000,000

- 1) Emergency Water Shut Offs: 4/18 15 ½ Haviland Ave, 4/21 19 Second St,**
- 2) Emergency Sewer Calls: 4/8 25 Wilson Ave, 4/9 34 Marion Ave, 4/16 39 Jackson Ave, 4/17 3 Leland St, 4/21 8 Charles St**
- 3) 4/5 First Street Pump Station Channel Grinder Reinstall.**
- 4) 4/12-4/13 Flushed Hydrants**
- 5) 4/20 Open and Repair Park Bathrooms**
- 6) 4/21 Clean Coopers Cave Bridge and Lookout**
- 7) 4/24-4/25 Water Main Leak Simone Ct**
- 8) 4/26-4/28 Cleaning Sidewalks and Snow shed on Rt. 9 Corridor**
- 9) Vehicle/Building Maintenance, Locations, Trail Maintenance, Yard Waste Pick Up, and Sweeping is ongoing.**

TJ Chagnon


Public Works Superintendent

Water System Operation Report

Public Water System Name	Reporting Month/Year	Date Report Submitted	Source Water Type(s) <input type="checkbox"/> Surface <input type="checkbox"/> Ground <input checked="" type="checkbox"/> WUDI <input type="checkbox"/> Purchase with subsequent chlorination <input type="checkbox"/> Purchase w/out subsequent chlorination
Village of South Glens Falls	April-23		
Public Water Supply ID#	County	Town, Village, or City	
4500170	Saratoga	Village of South Glens Falls	
Treatment Plant(s) Identification #1	Beach Road WTP		

Date	Treated water volume (1,000 gallons/day)	Chlorination										PH	Water Temp.	Phosphat e
		Gas Cl ₂		Free Chlorine Residual at Entry Point (mg/l)										
		Cylinder weight remaining (lbs.) 1	Chlorine used per day (lbs.)	0000	0400	0800	1200	1600	2000	Max.	SU			
1	554.0	150.8	122.2		1.14	1.24	1.24	1.21	1.14	1.12	1.24	7.27	8	0.52
2	564.3	150.6	116.0	6.5	1.10	1.22	1.20	1.26	1.09	1.02	1.26	7.22	8.3	0.61
3	601.4	150.6	109.4	6.6	1.16	1.14	1.28	1.26	1.25	1.28	1.28	7.23	8.3	0.65
4	551.5	150.8	103.2	6.2	1.26	1.23	1.26	1.32	1.24	1.20	1.32	7.25	8.4	0.61
5	555.1	150.8	97.0	6.2	1.18	1.32	1.29	1.33	1.23	1.24	1.33	7.22	8.7	0.52
6	553.9	151.2	91.4	5.6	1.21	1.25	1.23	1.22	1.19	1.15	1.25	7.22	8.7	0.5
7	544.6	150.8	85.2	6.6	1.13	1.26	1.23	1.25	1.18	1.16	1.26	7.21	8.6	0.49
8	544.9	150.4	78.4	7.2	1.15	1.28	1.24	1.29	1.21	1.19	1.29	7.22	8.4	0.61
9	539.3	150.4	72.4	6.0	1.18	1.26	1.12	1.32	1.22	1.19	1.32	7.24	8.5	0.5
10	546.9	150.6	66.0	6.4	1.17	1.31	1.22	1.21	1.11	1.12	1.31	7.24	8.4	0.48
11	559.7	151.2	60.2	5.8	1.18	1.24	1.19	1.14	1.13	1.21	1.24	7.24	8.4	0.51
12	844.6	151.8	51.4	8.8	1.15	1.14	1.06	1.11	1.23	1.17	1.23	7.19	8.8	0.54
13	593.7	152.6	45.0	6.4	1.12	1.23	1.25	1.30	1.25	1.24	1.30	7.15	9.2	0.65
14	697.6	153.0	37.6	7.4	1.25	1.13	1.21	1.25	1.27	1.18	1.27	7.13	9	0.53
15	658.8	153.2	30.2	7.4	1.14	1.24	1.31	1.29	1.13	1.20	1.31	7.12	9.1	0.54
16	671.6	153.4	22.8	7.4	1.22	1.23	1.34	1.27	1.24	1.22	1.34	7.11	9.3	0.56
17	654.0	150.0	14.8	11.4	1.21	1.24	1.23	1.07	1.15	1.20	1.24	7.1	9.3	0.52
18	614.2	148.8	6.8	9.2	1.21	1.21	1.23	1.22	1.16	1.14	1.23	7.11	9.2	0.5
19	622.0	148.8	1.2	5.6	1.13	1.13	1.24	1.22	1.18	1.18	1.24	7.14	8.9	0.62
20	696.6	140.8	150.8	8.0	1.10	1.12	1.15	1.18	1.05	1.15	1.18	7.17	8.5	0.55
21	679.1	133.8	151.4	7.0	1.05	1.18	1.27	1.11	1.19	1.16	1.27	7.15	8.9	0.61
22	638.2	126.5	152.4	7.4	1.06	1.18	1.17	1.20	1.18	1.17	1.20	7.1	9.2	0.61
23	617.3	119.0	152.0	7.9	1.17	1.17	1.25	1.19	1.17	1.18	1.25	7.08	9.3	0.59
24	610.3	111.2	151.6	8.2	1.18	1.18	1.31	1.20	1.20	1.19	1.31	7.09	9.1	0.6
25	584.3	104.0	151.2	7.5	1.20	1.18	1.26	1.21	1.21	1.25	1.26	7.11	9	0.58
26	522.7	97.8	151.0	6.4	1.22	1.24	1.30	1.28	1.17	1.12	1.30	7.12	9	0.59
27	519.7	91.4	150.8	6.6	1.09	1.20	1.30	0.99	1.15	1.21	1.30	7.13	9.1	0.6
28	543.9	85.2	151.0	6.2	1.15	1.10	1.26	1.15	1.13	1.19	1.26	7.11	9	0.62
29	551.0	79.0	151.0	6.2	1.17	1.08	1.24	1.13	1.12	1.13	1.24	7.11	9.1	0.63
30	550.2	73.3	151.2	5.7	1.16	1.13	1.23	1.15	1.15	1.11	1.23	7.12	9.2	0.61
31														
Total	17,985			203.823653							N/A			
AVG.	600			7.028401828								214.9	264.9	16.95
MAX	845			11.40492								7.16333	8.83	0.565
MIN.	520			5.59063								7.08	8	0.48

Reported by: Alan Dubois Jr Title: Operator in Charge NYS DOH Operator Number: NY0041732

Signature:  Date: 5/1/23 Operator Grade Lev: IIA, IIB, C, D

South Glens Falls Sewer Totals 2023

Saturday, April 01, 2023	AD	480	X 1000 Gallons
Sunday, April 02, 2023	AD	490	X 1000 Gallons
Monday, April 03, 2023	AD	450	X 1000 Gallons
Tuesday, April 04, 2023	JR	430	X 1000 Gallons
Wednesday, April 05, 2023	AD	450	X 1000 Gallons
Thursday, April 06, 2023	AD	370	X 1000 Gallons
Friday, April 07, 2023	AD	430	X 1000 Gallons
Saturday, April 08, 2023	AD	400	X 1000 Gallons
Sunday, April 09, 2023	AD	400	X 1000 Gallons
Monday, April 10, 2023	AD	390	X 1000 Gallons
Tuesday, April 11, 2023	JR	350	X 1000 Gallons
Wednesday, April 12, 2023	JR	410	X 1000 Gallons
Thursday, April 13, 2023	JR	340	X 1000 Gallons
Friday, April 14, 2023	JR	400	X 1000 Gallons
Saturday, April 15, 2023	JR	300	X 1000 Gallons
Sunday, April 16, 2023	AD	400	X 1000 Gallons
Monday, April 17, 2023	AD	370	X 1000 Gallons
Tuesday, April 18, 2023	AD	350	X 1000 Gallons
Wednesday, April 19, 2023	JR	360	X 1000 Gallons
Thursday, April 20, 2023	JR	360	X 1000 Gallons
Friday, April 21, 2023	JR	360	X 1000 Gallons
Saturday, April 22, 2023	JR	340	X 1000 Gallons
Sunday, April 23, 2023	AD	450	X 1000 Gallons
Monday, April 24, 2023	AD	410	X 1000 Gallons
Tuesday, April 25, 2023	AD	420	X 1000 Gallons
Wednesday, April 26, 2023	AD	390	X 1000 Gallons
Thursday, April 27, 2023	AD	340	X 1000 Gallons
Friday, April 28, 2023	AD	370	X 1000 Gallons
Saturday, April 29, 2023	AD	370	X 1000 Gallons
Sunday, April 30, 2023	AD	480	X 1000 Gallons
			X 1000 Gallons
			X 1000 Gallons
	TOTAL:	11860	X 1000 Gallons
	TOTAL:	11860000	
	AVERAGE:	395.3333333	
	MIN:	300	
	MAX:	490	



Department of Public Safety
Division of Police
5 West Marion Avenue
South Glens Falls, NY 12803
Phone: (518) 792-6336 (518) 792-4173
Fax: (518) 792-6481
David J. Gifford, Chief of Police

MONTHLY POLICE REPORT FOR APRIL 2023

Calls/Services Total	278		
Investigations	0		
Alarms	8		
Funeral Escorts	2		
Personal Injury Accidents	1		
Property Damage Accidents	5		
Open Doors/Windows	1		
Business/House Checks	3		
Assist Other Agencies (Police/Fire/EMS)	21		
Traffic Tickets	27		
Parking Tickets	0		
DWI Arrests	0		
Penal Law Arrests		Violation	1
		Misdemeanor	6
		Felony	0
Warrant Arrests	2		
Traffic Details	13		
Larcenies Reported	8		
Criminal Mischiefs Reported	0		
Burglaries Reported	1		
Mileage 7G275 (old)	0	Spare car/awaiting radio install	
Mileage 7G275 (new)	879	In service/awaiting decals and striping	
Mileage 7G276	1830		
Total	2709		

Respectfully Submitted,

David J. Gifford
Chief of Police

Cc: Mayor, Trustees and Village Clerk

SOUTH GLENS FALLS ANIMAL CONTROL

Report April 2023

7 calls on skunks, 9 calls on cats, 3 calls on foxes, 1 call on a snapping turtle,
11 calls for information, 8 calls on dogs (referred to town).

E. G. Robbins, ACO

May 2023



46 Saratoga Avenue
South Glens Falls, New York 12803
Phone: 518-793-1455
Fax: 518-793-3063

PARK RESERVATION REQUEST FORM

Board Mtg Date: _____
☐ Approved
☐ Denied

Requested Location

- ☒ Cooper's Cave Park (Gazebo on First St.) ☐ Memorial Park (Fifth St. & Ferry Blvd)
☐ Check if power is required (Gazebo ONLY)

Date(s) Requested: 8/5

**\$30.00 Non-Refundable Usage Fee
Due at Time of Application.**

Start Time: 11:00 am noon

End Time: noon

Individual or Business Name Requesting
Park Reservation:

Brian M. Murphy

Contact Name (if Business Reservation):

Phone: 518 636 9214

Email: bmurphy583@gmail.com

Mailing Address:

583 Selfridge Rd. Consecration 12831

Purpose for Reservation:

wedding vows only Estimate # in Attendance: 60/50

Brief Description of Event:

wedding vows only

Does the event organizer have insurance coverage (if required)?

no

I, the undersigned, agree to follow the rules governing proper use of Village Park(s). To include, but not all-inclusive:

1. No taping, drilling, or stapling to hang signs or decorations.
2. No throwing of rice, confetti, or birdseed.
3. No alcoholic beverages, cooking on premises, nor driving vehicles on the Park's lawns.
4. Must use trash receptacles to clean up and leave Park as it was found.
5. No money-making, for-profit, ventures without prior approval.
6. Parking for events can be at the Copper's Cave parking lot (lower lot).

PAID
SOUTH GLENS FALLS VILLAGE

MAY 03 2023

RECEIVED BY: _____

Signature:

Brian M. Murphy

Date:

8/3/23

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, Brian M. Murphy hereby agrees to indemnify and hold harmless the Village of South Glens Falls, a New York State municipal corporation, from and against all liability, loss, or damage, from any claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against it, including reasonable attorneys' fees by reason of any act or conduct, including negligence, omission, tortuous act, willfulness conduct or otherwise of Brian M. Murphy, its agents or representatives, arising out of use of a gazebo and surrounding grounds located generally at the Cooper's Cave Park in the Village of South Glens Falls on ~~8/5~~ 8/5, 2023.

Dated: 4/3/23

By(signature) Brian M. Murphy

Name: _____

Title: _____



46 Saratoga Avenue
South Glens Falls, New York 12803
Phone: 518-793-1455
Fax: 518-793-3063

PARK RESERVATION REQUEST FORM

Board Mtg Date: _____
☐ Approved
☐ Denied

Requested Location

- ☒ Cooper's Cave Park (Gazebo on First St.) ☐ Memorial Park (Fifth St. & Ferry Blvd)
☐ Check if power is required (Gazebo ONLY)

Date(s) Requested: June 11, 2023

\$30.00 Non-Refundable Usage Fee
Due at Time of Application.

Start Time: 7:00 am

End Time: 12:00 pm

Individual or Business Name Requesting
Park Reservation:

Adirondack Runners Club

Contact Name (if Business Reservation):

Shirley Venner

Phone: 518-632-5128

Email: svenner@roadrunner.com

Mailing Address:

68 Baker Road, Granville, NY 12832

Purpose for Reservation:

Road Race

Estimate # in Attendance: 100

Brief Description of Event:

5K/1 mile road race

Does the event organizer have insurance coverage (if required)?

Yes

I, the undersigned, agree to follow the rules governing proper use of Village Park(s). To include, but not all-inclusive:

1. No taping, drilling, or stapling to hang signs or decorations.
2. No throwing of rice, confetti, or birdseed.
3. No alcoholic beverages, cooking on premises, nor driving vehicles on the Park's lawns.
4. Must use trash receptacles to clean up and leave Park as it was found.
5. No money-making, for-profit, ventures without prior approval.
6. Parking for events can be at the Copper's Cave parking lot (lower lot).

Signature: Shirley Venner

Date: 3/21/2023



Matthew Espey <deputyclerktreasurer@sgfny.com>

Betar Byway June 11, 2023

svenner@roadrunner.com <svenner@roadrunner.com>
To: Matthew Espey <deputyclerktreasurer@sgfny.com>

Fri, Mar 24, 2023 at 9:28 AM

To Village of South Glens Falls,

I am directing a race on the Betar Byway on June 11, 2023 with proceeds going to the Suicide Prevention Organization. I was wondering if it would be possible to waive the Gazebo fee of \$30 so we can provide as much financial support as possible to this cause.

Thank you in advance for your consideration. If you have any questions please feel free to email me or call at 518-632-5128.

Sincerely
Shirley Venner
Adirondack Runners Race Director

From: "Matthew Espey"
To: svenner@roadrunner.com
Cc:
Sent: Thursday March 23 2023 8:47:11AM
Subject: Re: Betar Byway June 11, 2023

Thank you,

Could you also provide an email or a letter asking for the fee to be waived and why.

Thank you,
Matt Espey
Deputy Clerk Treasurer
Village of South Glens Falls
46 Saratoga Avenue
South Glens Falls, NY 12803
518-793-1455 Phone
518-793-3063 Fax

[Quoted text hidden]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Road, Suite 103 Fort Wayne IN 46845		CONTACT NAME: Ashley Rayn PHONE (A/C, No, Ext): (765) 382-3034 FAX (A/C, No): (765) 382-3034 E-MAIL ADDRESS: arayn@insmgt.com	
INSURED Road Runners Club of America/2023 and Its Member Clubs 1501 Langston Boulevard, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11991 66869	

COVERAGES

CERTIFICATE NUMBER: 2023 \$2M A.I.

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participants \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis			KRO0000009333000	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KRO0000009333000	12/31/2022	12/31/2023	PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Exces Medical & Accident \$250 Deductible/Claim)			BAX0000031991400	12/31/2022	12/31/2023	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 06/11/23 Betar Byway 5K & Moreau Mile INSURED RRCA CLUB/EVENT MEMBER: The Adirondack Runners
ATTN: William Venner, PO Box 2245, Glens Falls Ny 12801
Processed by RMV

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jerry R. Diller



46 Saratoga Avenue
South Glens Falls, New York 12803
Phone: 518-793-1455
Fax: 518-793-3063

PARK RESERVATION REQUEST FORM

Board Mtg Date: _____
☐ Approved
☐ Denied

Requested Location

- ☒ Cooper's Cave Park (Gazebo on First St.) ☐ Memorial Park (Fifth St. & Ferry Blvd)
☐ Check if power is required (Gazebo ONLY)

Date(s) Requested: 6/21/23

\$30.00 Non-Refundable Usage Fee
Due at Time of Application.

Start Time: 10:00

End Time: 1:00

Individual or Business Name Requesting
Park Reservation:

Eustacia Sander, Oliver W. Winch
Middle School.

Contact Name (if Business Reservation): _____

Phone: 518-321-4561

Email: sander.eu@sgfcsd.org

Mailing Address:

99 Hudson Street, SGF, 12803

Purpose for Reservation: Class awards/picnic Estimate # in Attendance: 12-14

Brief Description of Event: Picnic for special needs students. See
attached letter.

Does the event organizer have insurance coverage (if required)? Will be provided by
SGF Schools.

I, the undersigned, agree to follow the rules governing proper use of Village Park(s). To include, but not all-inclusive:

1. No taping, drilling, or stapling to hang signs or decorations.
2. No throwing of rice, confetti, or birdseed.
3. No alcoholic beverages, cooking on premises, nor driving vehicles on the Park's lawns.
4. Must use trash receptacles to clean up and leave Park as it was found.
5. No money-making, for-profit, ventures without prior approval.
6. Parking for events can be at the Copper's Cave parking lot (lower lot).

Signature:

Eustacia Sander

Date: 3/29/23

* Please have bathrooms unlocked at water on.
Thank you!
Eustacia

Eustacia Sander
Oliver W. Winch Middle School
99 Hudson Street
South Glens Falls, NY 12803

March 29, 2023

To whom it may concern:

I am a special education teacher at the OWWMS and am requesting use of the pavilion at Cooper's Cave Park on 6/21/2023 with the \$30 fee waived.

I teach the Functional Life Skills Class at the middle school and have a small number of students (7) in grades 6-8. Each year we have an "End-of-Year" picnic and small awards ceremony. This is a very exciting time for my students and they look forward to the special awards I give each year. My students typically do not qualify for the building level awards so I try my best to make these extra special for them. Please consider waiving the \$30 gazebo usage fee for this amazing group of students!

Thank you so much for taking the time to consider this. My personal cell phone number is: 518-321-4561 if you have any questions or clarification.

Sincerely yours,

Eustacia Sander
Special education teacher
OWWMS

This Agreement is made this 29 day of March 2023 by and between the Village of South Glens Falls (hereinafter "the Village"), with an address of 46 Saratoga Avenue, South Glens Falls, New York 12803 and So Glens Falls School, with an address of Merritt Rd, SGF.

Whereas Eustacie Smith wishes to hold their workshop 6/21/23; and

Whereas, some or all of the Events will take place on real property owned by the Village;

Now, therefore, the parties agree as follows:

1. will be provided by school shall provide proof of General Liability insurance in the amount of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, naming the Village of South Glens Falls, its officers, employees, agents and assigns, as an Additional Insured, with agreement to indemnify and defend, primary and noncontributory" and not excess over, or contributing with, any insurance purchased or maintained by the Village.
2. To the fullest extent permitted by the laws of the State of New York, _____ agree to defend indemnify and hold the Village harmless from any and all claims from and against any and all claims and/or damages, tangible and/or intangible including, but not limited to, attorneys' fees, costs and expenses, incurred or to be incurred by the Village, arising out of, or in connection with the Events. Such indemnification shall apply to any claims, costs or expenses incurred by the Village whatsoever for injury, death, loss or damage to any person or property, as the case may be, arising from or connected to the Events.

IN WITNESS WHEREOF, the parties have set their hand to this Agreement on the date set forth above.

THE VILLAGE OF SOUTH GLENS FALLS _____

BY: Nicholas Bodkin, Mayor _____

BY: _____

*Will be provided by the business office at the So Glens Falls Central Schools.



SOUTGLE-02

JENNINEBOISVERT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

NFP Property & Casualty Services, Inc.
DBA Dignum & Bame Insurance Agency
98 B Troy Road
East Greenbush, NY 12061

CONTACT

NAME:

PHONE

(A/C, No, Ext): (518) 479-2004

FAX

(A/C, No): (518) 479-2012

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Utica National Insurance Company of Ohio

13998

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

South Glens Falls CSD
42 Merritt Rd Ste 1
South Glens Falls, NY 12803

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		4053062	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO			4053063	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB			4053064	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.I. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$
							E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of South Glens Falls, its officers, employees, agents and assigns are additional insured on a primary & non-contributory basis when required by direct written contract (per form 8E3042NY 0720)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTION COVERAGE ENDORSEMENT

SCHEDULE*

Student Medical Expenses Limit \$0

* (If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any educational institution by you or on your behalf the insurance is amended as follows:

A. NEW JERSEY LAWS

The following applies only to a policy issued to an insured for exposures which exist in New Jersey: Such insurance as is afforded by the Policy applies to the obligations imposed upon you by N.J.S.A. 18A: 12-20; 18A: 16-6; and if permitted by law, 18A: 16-6.1.

B. STATE OF NEW YORK LAWS

The following applies only to a policy issued to an insured for exposures which exist in the State of New York:

Such insurance as is afforded by the Policy applies:

1. To the obligations imposed upon you by Sections 3023, 3028, 3811 of the Education law of the State of New York; and
2. To the obligations imposed upon you by Section 18 of the Public Officers Law of the State of New York, if you have elected, in accordance with the law, to come within its purview.

C. STUDENT MEDICAL EXPENSE EXCLUSION

The following exclusion is added to COVERAGE C (SECTION I):

We will not pay expenses for "bodily injury" to your student.

This exclusion does not apply if the Schedule above shows a Student Medical Expenses Limit.

D. HOSPITAL EXCLUSION

The following exclusion is added to COVERAGES A and B (SECTION I):

If the educational institution owns or operates a clinic or hospital, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

- a. The rendering or failure to render:
 - (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
 - (2) Any health or therapeutic service, treatment, advice or instruction; or
 - (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming.
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

The term clinic as used in this endorsement does not include an infirmary with facilities only for lodging and treatment of students.

E. EXTENDED BODILY INJURY COVERAGE

Under Paragraph 2. Exclusions of Section - I Coverage A, the Expected Or Intended Injury exclusion is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

- (1) The use of reasonable physical force to protect oneself or other persons from physical injury;
- (2) The use of reasonable physical force to protect the property of the educational institution or others; or
- (3) The use of reasonable physical force to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of educational institution functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

The following is added only if the policy is issued to an insured for exposures which exist in New Jersey:

- (4) The use of force which is reasonable and necessary:
 - (a) To quell a disturbance, threatening physical injury to others; and/or
 - (b) To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; and/or
 - (c) For the purpose of self-defense.

The following is added only if the policy is issued to an insured for exposures which exist in Georgia:

- (4) Corporal punishment administered to a student by a teacher, principal, or other executive or administrative official of the school or school punishment is:
 - (a) Administered without malicious intent and without intent to cause injury; and
 - (b) Administered in compliance with the school's or the school district's regulations governing corporal punishment.

F. BODILY INJURY OR PROPERTY DAMAGE FROM POLLUTION - EDUCATIONAL INSTITUTION ACTIVITIES WITHIN BUILDINGS

Under Paragraph 2. Exclusions of Section - I Coverage A, the following is added to part (1)(a) of the Pollution exclusion:

- (iv) "Bodily injury" or "property damage" arising from activities and functions that are characteristic of, or distinctive to any educational institution curriculum or program which occur within buildings on educational institution premises of any insured. However, except for swimming pool chemicals that are used and stored in compliance with all applicable laws, regulations and license requirements, this exception does not apply to building operations, maintenance or repair.

This provision does not apply to exposures in the state of Vermont.

G. AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION REVISED (PROVIDES CERTAIN COVERAGES FOR NONOWNED WATERCRAFT AND MODEL AIRCRAFT)

Exclusion g. of COVERAGE A (SECTION I) is replaced by the following:

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, loading or unloading, or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by, or rented or loaned to, any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of students to and from schools.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) An aircraft that is:
 - (a) Hired, chartered or loaned to an insured with a paid crew; and
 - (b) Not owned by an insured;
- (2) A watercraft while ashore on premises you own or rent;
- (3) A watercraft you do not own that is:
 - (a) Not being used to carry persons or property for a charge which is intended to make a profit for your educational institution; and
 - (b) Not being used to furnish transportation of your students to and from schools.

Exceptions (1) and (3) to this exclusion g. do not apply, and exclusion g. is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis, except for any insurance specifically written as excess over this insurance.

- (4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (6) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph e.(1), f.(2) or f.(3) of the definition of "mobile equipment."

With respect to (5) above, "insured contract" does not include any contract to furnish transportation of your students to and from schools.

As used in this exclusion, aircraft means any contrivance used or designed for flight, except model rockets:

- (i) Used with any educational institution curriculum or program; and
- (ii) Not used or designed to carry people or cargo.

H. EXTENDED PROPERTY DAMAGE COVERAGE

- a. With respect to property in your care, custody or control, the following is added to Exclusion j. of **COVERAGE A (SECTION I)**:

Paragraph (4) of this exclusion applies only to:

- (a) Liability assumed by you under any contract or agreement; or
- (b) "Property damage" to property which is:
 - (i) Owned or occupied by or rented to you; or
 - (ii) Held by you for sale or entrusted to you for storage or safe keeping.

Part (ii) does not apply to "property damage" arising from the use of elevators.

- b. Exclusion j.(4) under **SECTION I - COVERAGE A**. applies as follows:

- (i) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.
- (ii) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:
 - (a) To property which you have contracted to install;
 - (b) The direct result of the property being raised, lowered or otherwise moved by a crane;
 - (c) To "mobile equipment" or an "auto;"
 - (d) To that particular part of property which you are attempting to service or repair; or
 - (e) Covered by other insurance which will pay for the "property damage."

- c. The following are added to exclusion j.
SECTION I - COVERAGE A.:

- (1) Paragraphs (3), (4) and (6) of exclusion j. of **SECTION I - COVERAGE A** do not apply to the use of elevators.
- (2) Paragraph (4) of this exclusion does not apply to "property damage," to borrowed equipment while not being used to perform operations at the job site.

This extended property damage liability coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured.

This applies to insurance such as, but not limited to, fire, extended coverage, builder's risk coverage or installation risk coverage. The other insurance condition of the policy is amended accordingly.

I. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

Under **Section I - Coverage B - Personal And Advertising Injury**, the following is added to Exclusion e. **Contractual Liability**:

This exclusion does not apply to liability for damages assumed in a contract or agreement that is an "insured contract", provided the offense causing the "personal and advertising injury" was committed subsequent to the execution of the contract or agreement.

J. FIRE, LIGHTNING OR EXPLOSION DAMAGE

- a. The last paragraph of **COVERAGE A. (SECTION I)** (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

- b. Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

6. Subject to 5. above, the most we will pay under **COVERAGE A.** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning strike or explosion is the greater of:

- (1) \$500,000; or
- (2) The Damage To Premises Rented To You Limit shown in the Declarations.

The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes in a single incident.

- c. Paragraph 4.b.(1)(a)(ii) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

(ii) That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

K. SUPPLEMENTARY PAYMENTS

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. The paragraph related to bail bonds is replaced by the following which increases the limit:

Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. The paragraph related to reasonable expenses incurred by the insured at our request is replaced by the following which increases the limit:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

L. WHO IS AN INSURED (ADDS APPOINTED OR ELECTED OFFICIALS, STUDENTS FOR CERTAIN ACTIVITIES AND AUXILIARY INSTRUCTORS)

The following replaces **SECTION II - WHO IS AN INSURED:**

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members and your managers are also insureds, but only with respect to conduct of your business.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

- b. Your "volunteer workers" and students who participate in internships, school-to-work or other similar programs, but only while acting:

(1) Under your direction and within the scope of duties for you; or

(2) Under your curriculum requirements. When used in this Coverage Form, "students who participate in internships, school-to-work or other similar programs" means a person who is not paid a fee, salary, or other remuneration.

- c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee," "volunteer worker", auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

- (1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee," co-"volunteer worker" or co-instructor while that co-"employee," co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

(b) To the spouse, child, parent, brother or sister of that co-"employee," co-"volunteer worker" or co-instructor as a consequence of paragraph (1)(a) above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (1)(b) above.

- (2) "Property damage" to property owned, occupied or used by, rented or over which physical control is being exercised for any purpose by:
 - (a) Any of your "employees", "volunteer workers" or instructors; or
 - (b) You, or if you are a partnership or joint venture, any partner or member;
 - (c) Any member or manager if you are a limited liability company.
 - d. Any of the following, but only with respect to their duties in connection with the positions described below:
 - (1) Any of your appointed or elected administrative officials;
 - (2) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
 - (3) Any of your board members or commissioners if you are a public board or commission; or
 - (4) Any student teachers teaching as part of their educational requirements.
 - e. Any person (other than your "employee"), or any organization while acting as your real estate manager.
 - f. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - g. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. As used in this endorsement, the term auxiliary instructor means any person acting in a teaching capacity who is neither an employee of nor a "volunteer worker" for an insured.
 4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
 5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
 6. The following is added under SECTION II - WHO IS AN INSURED:
 - a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or
 - b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph 6.a. above; is also an insured.

The insurance afforded under paragraphs 6.a. and 6.b. applies only if no other insurance of any kind is available to such entity for this kind of liability.

M. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to **SECTION II - WHO IS AN INSURED**:

a. Additional Insureds - By Contract, Agreement or Permit

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only with respect to liability arising out of your ongoing operations, "your work," or property owned or used by, or rented or leased to, you. The insurance afforded any additional insured under this paragraph M.a.(1) will be subject to all applicable exclusions or limitations described in paragraphs M.b.(1), (2), (3) and (4) and in M.c.(1), (2), (3), (4), (5), (6) and (7) below.

(2) Such insurance as is provided by paragraph M.a.(1) for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

The Limits of Insurance applicable to the additional insureds are those specified in the written contract, agreement or permit or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs M.a.(1), (2) and (3) ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" that takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or
- (b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs M.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

(5) Vendor's of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;
- (ii) Any express warranty unauthorized by you;
- (iii) Any physical or chemical change in the product made intentionally by the vendor;
- (iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

c. Such insurance as is afforded for any additional insured under paragraph M.a. or b. above is subject to all applicable exclusions of 2. Exclusions, **COVERAGE A** (Section I), other than exclusion b. **Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

- (1) The independent acts or omissions of such additional insured.
- (2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
 - (a) The occurrence of any "bodily injury" or "property damage"; or
 - (b) The commission of any offense which caused "personal and advertising injury."
- (3) Any liability arising from construction or demolition work or operations performed for you.
- (4) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.
- (5) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.

- (6) Any liability from "bodily injury" or "property damage," arising out of "your work," which is included in the "products-completed operations hazard." Paragraph (6) of this exclusion does not apply to such insurance as is provided by this endorsement during the policy period of the policy to which this Coverage Form is attached.

This additional exclusion **M.c.(6)** does not apply with respect to such vendors coverage as is provided under **M.b.(5)** above.

- (7) Any person or organization included as an insured under any other provision of Section C. Who Is An Insured or included as an additional insured by any endorsement to this policy.

N. LIMITED COVERAGE FOR PROFESSIONAL HEALTH CARE SERVICES

The insurance provided under **Section I - Coverages A and B** is amended as follows:

1. "Bodily injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an "occurrence"; and
2. "Personal and advertising injury" arising out of providing or failing to provide professional health care services shall be deemed to be caused by an offense.

For the purpose of determining the Limits of Insurance under Coverage A for this coverage, any act or omission together with all related acts or omissions in the furnishing of these services to any one person, will be considered one "occurrence".

The insurance provided by 1. and 2. above does not apply to "bodily injury" or "personal and advertising injury" caused by the willful violation of a penal statute or ordinance relating to the provision of professional health care services by or with the knowledge or consent of any insured.

O. LIMITED COVERAGE FOR BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEERS OR CO-INSTRUCTORS

1. a. The coverage provided by this Section of this endorsement is subject to the reduced limits stated below. These limits do not increase the Commercial General Liability Limits of Insurance stated in the Declarations. The reduced limits stated below are the total Limits of Insurance for all damages or medical expenses under Coverages A or C for the coverage provided by this Section of this endorsement.

Limits of Insurance for This Section:

General Aggregate Limit - \$25,000
Each Occurrence Limit - \$25,000

- b. The **Employer's Liability** exclusion under Paragraph 2. **Exclusions of Section - I Coverage A** does not apply to the coverage provided by this Section of this endorsement.
2. Subject to the reduced limits above for such coverage as is provided by this Section of this endorsement, parts 2.a., b. and c. of Section L. of this endorsement, which modify part 2.a. of **Section II - Who Is An Insured** of the Commercial General Liability Coverage Form, are replaced by the following:
 - a. Your "employees", other than your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your members or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Your "volunteer workers", but only while acting:
 - (1) Under your direction and within the scope of duties for you; or
 - (2) Under your curriculum requirements.
 - c. Auxiliary instructors for any insured, but only while acting under the direction of, and within the scope of duties for such insured.

However, no "employee", "volunteer worker" or auxiliary instructor or your members or your managers (if you are a limited liability company) is an insured for:

- (1) "Personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members or your managers (if you are a limited liability company), or to a co-"employee", co-"volunteer worker" or co-instructor while that co-"employee", co-"volunteer worker" or co-instructor is either in the course of his or her employment or while performing duties related to the conduct of your business or your curriculum requirements;

(b) To the spouse, child, parent, brother or sister of that co-"employee", co-"volunteer worker" or co-instructor as a consequence of paragraph (1)(a) above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (1)(b) above.

(2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

(a) Any of your "employees", "volunteer workers" or instructors; or

(b) You, or if you are partnership or joint venture, any partner or member; or

(c) Any member or manager if you are a limited liability company.

P. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial Liability Conditions, Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph a. applies only if one of the following knows of the "occurrence" or offense:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph b. will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

(1) You;

(2) A partner or member, if you are a partnership or joint venture;

(3) A member or manager, if you are a limited liability company; or

(4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

Q. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to Section IV - Commercial General Liability Conditions:

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

R. COVERAGE TERRITORY

Under the **Definitions** Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

- a. The United State of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All other parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:
 - (a) The territory described in a. above;
 - (b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands;
- or in a settlement we agree to.

S. BODILY INJURY DEFINITION

Under the **Definitions** Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or
- b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease; provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

T. DAMAGE TO PROPERTY NOT PHYSICALLY INJURED

- a. Under the **Definitions** Section "impaired property" does not apply.
- b. Exclusions m. and n. under **SECTION I - COVERAGE A** are replaced by the following:
 - m. **Loss Of Use Of Tangible Property**
Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

- (1) A delay in or lack of performance by or on behalf of the named insured of any contract or agreement; or

- (2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on behalf of the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of "your product" or "your work" after such products or work have been put to use by any person or organization other than an insured.

n. Recall Of Products, Work Or Other Property

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) Any property which includes "your product" or "your work";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

U. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

Under the **Definitions** Section, "Personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation; other than "bodily injury"; arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement";

7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
8. Discrimination.

As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

But discrimination does not include:

- a. Acts of differentiation that cause injury to a person arising out of any:

- (1) Refusal to employ that person;
- (2) Termination of that person's employment; or
- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- b. Acts of differentiation that cause injury to the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above as directed.

Paragraphs a. and b. above apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- c. Acts of differentiation involving any actual or alleged:
 - (1) Failure to provide an appropriate Individualized Education Program (IEP) pursuant to the Individuals with Disabilities in Education Act (IDEA) or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto; or

- (2) Violation of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Article 89 of the New York Education Law, or any other similar federal, state, municipal or local statute, administrative rule, regulation or amendment thereto.

In the State of New York, the word discrimination as used above only means actual or alleged conduct:

- (a) That results in disparate impact; or
- (b) That you are vicariously liable for.

V. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

The following is added to Section IV - **Commercial General Liability Conditions:**

If this Coverage Endorsement and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or offense, the aggregate maximum Limit of Insurance under all the Coverage Endorsements, Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Endorsement, Coverage Form or policy. This Condition does not apply to any endorsement, Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.

This provision does not apply in New York.

W. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.