



Law & Finance Committee

April 13, 2022 4PM
40 McMaster Street, Ballston Spa, NY
Supervisors Boardroom

Chair: Jonathan Schopf

Members:

Phil Barrett- VC
Joe Grasso
John Lant
Jean Raymond
Kevin Tollisen
Matt Veitch

Welcome and Attendance

Approval of the minutes from March 9, 2022

LEGISLATIVE & GAMING

- Requesting that New York State enact legislation related to snowmobile registration fees.
(Jason Kemper, Director of Planning & Economic Development)
BUDGET IMPACT: No Budget Impact.

BUILDINGS & GROUNDS

- Authorizing a renewal enterprise enrollment agreement with Microsoft through Dell Marketing, L.P. for email hosting services.
(Eileen Bennett, Director of Information Technology)
BUDGET IMPACT: No Budget Impact. Funds for the renewal agreement are included in the 2022 budget.
- Authorizing an amended agreement with McFarland Johnson, Inc. for engineering services associated with the design and construction of a six unit T-hangar at the Saratoga County Airport.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT: No Budget Impact. Funds for the amended agreement are included in the 2022 budget.
- Authorizing an amended agreement with McFarland Johnson, Inc. for engineering services related to the construction of an airport Snow Removal Equipment Building.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT: No Budget Impact. Funds for the amended agreement are included in the 2022 budget.

- Authorizing an agreement with Clark Patterson Lee to perform a facilities assessment study and amending the 2022 County budget in relation thereto.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT: Funding for this agreement in the amount of \$100,000 was appropriated in the 2022 budget. The remaining cost will require an appropriation of \$47,000 from fund balance.

PUBLIC SAFETY

- Authorizing a renewal Tower License Agreement with Capital District Transportation Authority for the placement, operation, and maintenance of communications equipment on the County's radio communication tower at Mt. McGregor in the Town of Moreau.
(Carl Zeilman, Director of Emergency Management)
BUDGET IMPACT: No Budget Impact. Anticipated revenue from this agreement is included in the 2022 budget.
- Authorizing an agreement with Tritech Software Systems for the purchase of hardware and software related to the County's Computer Aided Dispatch/Mobile E-911 system.
(Carl Zeilman, Director of Emergency Management)
BUDGET IMPACT: No Budget Impact. Funds for the agreement are included in the 2022 budget.
- Authorizing an agreement with Lightspeed Technologies, Inc. for the installation of 911 communications equipment at remote tower locations.
(Carl Zeilman, Director of Emergency Management)
BUDGET IMPACT: No Budget Impact. Funds for this agreement are included in the 2022 budget.
- Amending Resolution 279-2021 and authorizing an amended agreement with Pittsfield Communications Systems, Inc. for additional services related to the removal, installation, programming, and maintenance of the County's Public Safety radio equipment.
(Carl Zeilman, Director of Emergency Management)
BUDGET IMPACT: No Budget Impact. Funds for the agreement are included in the 2022 budget.
- Proclaiming April 10-16, 2022 as "Public Safety Telecommunicators Week."
(Michael Zurlo, County Sheriff)
BUDGET IMPACT: No Budget Impact.
- Authorizing an agreement with Black Creek Integrated Systems Corp. for maintenance, service, and support of the Black Creek Security System at the Saratoga County Correctional Facility.
(Michael Zurlo, County Sheriff)
BUDGET IMPACT: No Budget Impact. Funds for the agreement are included in the 2022 budget.

- Proclaiming April 24-30, 2022 as “Crime Victims’ Rights Week”.
(Karen Heggen, District Attorney)
BUDGET IMPACT: No Budget Impact.
- Authorize participation in 2022 State STOP-DWI Program and contracts with local agency participants.
(J. Wes Carr, STOP DWI)
BUDGET IMPACT: No Budget Impact. 100% State Aid.

HEALTH & HUMAN SERVICES

- Authorizing an agreement with Captain Community Human Services to provide Runaway Homeless Youth Programs & Services.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT: No Budget Impact. Funds for the agreement are included in the 2022 budget.
- Authorizing an agreement with Cornell Cooperative Extension for Youth Development Programs and Services.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT: No Budget Impact. Funds for this agreement are included in the 2022 budget.
- Authorizing an agreement with Kee to Independent Growth, Inc. for the provision of Social Adult Day-Care services.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT: No Budget Impact. Funds for this agreement are included in the 2022 budget.
- Proclaiming April 2022 as “Youth Month”.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT: No Budget Impact.
- Proclaiming May 2022 as “Older Americans Month”.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT: No Budget Impact.
- Proclaiming April 2022 as “Child Abuse Prevention Month”.
(Tina Potter, Commissioner of Social Services)
BUDGET IMPACT: No Budget Impact.

- Authorizing the acceptance of grant funds from the New York State Office of Addiction Services and Supports for the treatment of inmates suffering from opiate use disorders and amending the 2022 County budget in relation thereto.
(Michael Prezioso, Commissioner of Mental Health & Addiction Services)
BUDGET IMPACT: No Budget Impact. 100% State Aid.
- Authorizing the acceptance of Federal Medicaid Fee Enhancements for Saratoga County Mental Health and Addiction Services and amending the 2022 County budget in relation thereto.
(Michael Prezioso, Commissioner of Mental Health & Addiction Services)
BUDGET IMPACT: No Budget Impact. 100% Federal Aid.

HUMAN RESOURCES & INSURANCE

- Authorizing the County's Insurance Coverages through May 8, 2023 and amending the 2022 County budget in relation thereto.
(Steve Bulger, County Administrator)
BUDGET IMPACT: A transfer from fund balance in the amount of \$1,728 will be required to cover the total insurance premium costs.
- Amending the 2022 Compensation schedule to reclassify a position under Public Health Services.
(Scot Chamberlain, Director of Human Resources)
BUDGET IMPACT: No Budget Impact.
- Amending the 2022 Compensation Schedule to create a new position under Human Resources.
(Scot Chamberlain, Director of Human Resources)
BUDGET IMPACT: No Budget Impact.

TRAILS & OPEN SPACE

- Authorizing a logging revenue agreement with 3B Timber Company, Inc. for a timber harvest on a County owned parcel in the Town of Wilton and amending the 2022 County budget in relation thereto.
(Jason Kemper, Director of Planning & Economic Development)
BUDGET IMPACT: The 2022 budget will be amended to reflect increased costs and revenues associated with this timber harvest.
- Amending Resolution 258-2019 to reduce the total project cost for the preservation of the Bolesh Farm project in the Town of Northumberland.
(Jason Kemper, Director of Planning & Economic Development)
BUDGET IMPACT: No Budget Impact.

LAW & FINANCE

- Authorizing an amended agreement with Arcadis of New York, Inc. for performance of additional testing and technical determination of local limits study and evaluation for the Saratoga County Sewer District No. 1 Industrial Pretreatment Program.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact. Funds for this amended agreement are included in the 2022 budget.
- Authorizing a renewal agreement with Advanced Enterprise Systems Corporation d/b/a Utility Cloud for an asset management program for Saratoga County Sewer District No. 1
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact. Funds for this renewal agreement are included in the 2022 budget.
- Authorizing an agreement with Delaware Engineering, D.P.C. for Strategic Infrastructure and Financing planning for Saratoga County Sewer District No. 1
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact. Funds for this agreement are included in the 2022 budget.
- Authorizing an agreement with Precision Trenchless LLC for construction services relating to sewer infrastructure rehabilitation in the Town of Halfmoon.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact. Funds for this agreement are included in the 2022 budget.
- Amending Resolution 151-2015, as amended by Resolution 97-2017, authorizing an amended agreement with Ramboll Americas Engineering Solutions, Inc. for engineering services related to the repair of Aeration Tanks 5-8 at the Saratoga County Sewer District No. 1 Wastewater Treatment Plant.
(Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact. Funds for this amended agreement are included in the 2022 budget.
- Authorizing cooperative agreements with local school districts to implement and utilize federal Epidemiology and Lab Capacity Reopening Schools grant funds.
(Daniel Kuhles, Commissioner of Health)
BUDGET IMPACT: No Budget Impact.
- Proclaiming April 2022 as “County Government Month” in Saratoga County.
(Supervisor Matthew Veitch)
BUDGET IMPACT: No Budget Impact.

OTHER BUSINESS

- **Setting agenda for Board Meeting Scheduled For April 19, 2022**

Adjourn

To view the webcast live or once recorded, go to <https://www.saratogacountyny.gov/meetings/2022-meetings/>



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Sewer District

DATE: 4/7/22

RE: Amending Agreement with Arcadis to perform inhibition testing on SCSD Biomass

COMMITTEE: Law and Finance

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: **YES** or **NO**
(If yes, budget lines and impact must be provided)

3. Are there Amendments to the Compensation Schedule: **YES** or **NO**
(If yes, provide details)

4. Specific details on what the resolution will authorize:

This resolution will authorize an amendment to an existing agreement with Arcadis of New York Inc. for \$124,000 to perform work associated with defining the level of nitrification and denitrification inhibition at the WWTP due to an industrial discharger. Arcadis will use their internal treatability Lab to perform this work, and work with the Industry up front so all approve of the plan. A report will be generated after the testing to inform all parties of the potential treatment hurdles SCSD faces moving forward. The total contract amount will increase to \$192,500.

5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**

- a. Were bids/proposals solicited: Yes,
- b. Is the vendor/contractor a sole source: No
- c. Commencement date of contract term: TBD
- d. Termination of contract date: N/A
- e. Contract renewal and term:
- f. Contact information: Daniel Lowenstein, Daniel.Loewenstein@arcadis.com
- g. Is the vendor/contractor an LLS, PLLC or partnership: Inc
- h. State of vendor/contractor organization: New York
- i. Is this a renewal agreement: **YES** or **NO**
- j. Vendor/Contractor comment/remarks:

855 Route 146 Suite 210 Clifto Park 12065



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
- This work is essential to help understand possible capacity limitation at the plant and Arcadis is uniquely qualified as hte have an internal lab that can perform this kind of work.

Mr. Daniel Rourke, PE
Executive Director
Saratoga County Sewer District #1
1002 Hudson River Road
Mechanicville, NY 12118

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Date: April 6, 2022

Subject: Nitrification/Denitrification/Deammonification Inhibition Jar Testing

Dear Mr. Rourke,

A recent audit by the US EPA concerning the Saratoga County Sewer District (SCSD) #1 Industrial Pretreatment Program (IPP) resulted in an Administrative Compliance Order, which required the SCSD to recalculate technically based local limits, including for ammonia, based upon current loadings at the SCSD Wastewater Treatment Plant (WWTP) in accordance with 40 CFR 403.5(c)(1). A headworks analysis was performed, which included a review of Pollutants of Concern (POCs) to confirm the current list is comprehensive based on the available monitoring data. The analysis determined maximum allowable headworks loadings (MAHL) for each POC, developed proposed local limits and allocated maximum allowable industrial discharges. One of the recommendations was for SCSD to perform additional evaluations to determine the effect of cumulative azoles (i.e., pyrazole, 1,2,4 Triazole, Benzotriazole, 5-methyl benzotriazole) and hydrogen peroxide present within the discharge of Global Foundries on nitrification performance and potential inhibition at the WWTP.

As requested, Arcadis is pleased to submit this proposal to assist SCSD in estimating the extent of nitrification inhibition and to better define the current nitrification rate being observed at the SCSD WWTP. The effort will also aim to estimate whether there is a measurable difference in nitrification rates when semi-conductor manufacturing wastewater from Global Foundries is introduced into the activated sludge system in different proportions to the sanitary wastewater flow when compared to historically observed flow rates. Testing will also be performed to better understand any impacts to future denitrification performance at the SCSD WWTP, as the WWTP will be upgraded to a fully nitrifying Modified Ludzak Ettinger (MLE) process and will utilize supplemental carbon to enhance denitrification performance and total nitrogen removal.

In addition, the SCSD WWTP is initiating the design of upgrades to the existing solids handling treatment train, which will include mesophilic anaerobic digestion and potentially a deammonification system to biologically treat dewatering filtrate/centrate streams that are high in ammonia before returning them to the head of the liquid treatment train. This testing aims to also estimate the potential for inhibition of anaerobic ammonia oxidating (anammox) biomass and nitrogen removal performance in this future process with background concentrations of azoles present within the primary effluent of SCSD WWTP.

This effort will include jar testing coordinated and performed by Arcadis staff at the Arcadis Treatability Laboratory, located in Durham, North Carolina.

DETAILED SCOPE OF SERVICES

Task 1 – Development of Jar Testing Protocol

As part of **Task 1**, Arcadis will finalize the previously developed preliminary jar testing protocol, which will include a proposed approach to sample collection, a preliminary list of parameters and chemical compounds for laboratory analysis, and jar testing protocols for both the specific nitrification rate and specific denitrification rate batch testing. Arcadis will also coordinate with a deammonification system manufacturer to secure samples of anammox biomass and to ensure that the workplan protocol is appropriate for testing inhibition on this type of biological system.

Arcadis will prepare meeting materials and conduct a workshop with SCSD and Global Foundries to review the draft jar testing protocol and achieve agreement on the approach from all parties before proceeding with **Task 2**. Comments and changes to the protocol developed during this workshop will be incorporated into a finalized version to be submitted to SCSD. Meeting minutes will be developed by Arcadis and distributed to all parties following the workshop.

Deliverables:

Draft - Inhibition Jar Testing Protocol

Meeting Minutes – Workshop 1 - Inhibition Jar Testing Protocol

Final - Inhibition Jar Testing Protocol

Meetings:

Workshop 1 - Inhibition Jar Testing Protocol Review (SCSD, Global Foundries and Arcadis)

Task 2 – Inhibition Jar Testing

As part of **Task 2**, Arcadis will perform two rounds of inhibition jar testing on activated sludge samples collected from the SCSD WWTP, the Mohawk View Water Pollution Control Plant (WPCP) (acting as a control sample), and biomass from a full-scale deammonification system. The testing will focus on identifying the following:

- Level of nitrification/denitrification inhibition at the SCSD WWTP based upon SCSD WWTP primary effluent (PE) and actual wastewater from Global Foundries, with jar tests simulating various ratios of Global Foundries wastewater and SCSD WWTP influent collected upstream of the Global Foundries discharge location.
- Impact of SCSD WWTP PE and/or Global Foundries wastewater on nitrification rate and nitrification performance of unacclimated biomass from the Mohawk View WPCP.
- Impact of SCSD WWTP PE and/or Global Foundries wastewater on denitrification rate and denitrification performance of unacclimated biomass from the Mohawk View WPCP.
- Impact of SCSD WWTP PE and/or Global Foundries wastewater on deammonification rates and total inorganic nitrogen (TIN) removal performance of unacclimated biomass from a full-scale deammonification system.

Daniel Rourke
Saratoga County Sewer District #1
April 6, 2022

Upon completion of each round of jar testing, Arcadis will prepare meeting materials and conduct a workshop with SCSD to review results and discuss implications on the SCSD IPP and on future treatment goals at the SCSD WWTP. Meeting minutes will be developed by Arcadis and distributed to all parties following the workshop.

A second workshop will be held between Arcadis, SCSD, and Global Foundries upon completion of each round of jar testing to review results. Meeting minutes will be developed by Arcadis and distributed to all parties following the workshop.

Deliverables:

Meeting Minutes – Workshop 2 - Inhibition Jar Testing Round 1 Results (SCSD and Arcadis)

Meeting Minutes - Workshop 3 – Inhibition Jar Testing Round 1 Results (SCSD, Global Foundries and Arcadis)

Meeting Minutes - Workshop 4 - Inhibition Jar Testing Round 2 Results (SCSD and Arcadis)

Meeting Minutes - Workshop 5 – Inhibition Jar Testing Round 2 Results (SCSD, Global Foundries and Arcadis)

Meetings:

Workshop 2 - Inhibition Jar Testing Round 1 Results (SCSD and Arcadis)

Workshop 3 – Inhibition Jar Testing Round 1 Results (SCSD, Global Foundries and Arcadis)

Workshop 4 - Inhibition Jar Testing Round 2 Results (SCSD and Arcadis)

Workshop 5 – Inhibition Jar Testing Round 2 Results (SCSD, Global Foundries and Arcadis)

Task 3 – Report Development

Upon completion of **Task 2**, Arcadis will develop a concise draft technical report summarizing the results of this effort for SCSD and Global Foundries review and comment. Upon receiving comments, Arcadis will revise the technical report and submit a final version to both SCSD and Global Foundries.

A workshop will be held between Arcadis and SCSD to review the technical report. Meeting minutes will be developed by Arcadis and distributed to all parties following the workshop.

Deliverables:

Draft – Technical Report – Inhibition Jar Testing Results

Final – Technical Report – Inhibition Jar Testing Results

Meeting Minutes - Workshop 6 – Review of Technical Report (SCSD and Arcadis)

Meetings:

Workshop 6 – Review of Technical Report (SCSD and Arcadis)

Daniel Rourke
Saratoga County Sewer District #1
April 6, 2022

Schedule

The following table summarizes the anticipated duration of each project task starting from a Notice to Proceed from SCSD.

Task	Timeline*
Task 1 – Development of Jar Testing Protocol	3 Months
Task 2 – Inhibition Jar Testing	9 Months
Task 3 – Report Development	12 Months

*Represents duration from notice to proceed to end of task.

Compensation

Arcadis proposes to execute the above scope of services for a Lump Sum compensation of \$124,000. Please refer to our cost matrix in **Attachment 1** for actual rates by Grade.

Task	Not To Exceed Budget
Task 1 – Development of Jar Testing Protocol	\$3,885
Task 2 – Inhibition Jar Testing	\$107,490
Task 3 – Report Development	\$9,250
Expenses	\$3,375
Total Budget	\$124,000

Arcadis requests SCSD approval of an amendment to our existing contract in the amount of **\$124,000** to cover the additional work and costs described above.

Should you have any questions or would like to discuss, please feel free to contact us at your earliest convenience. Arcadis appreciates the opportunity to continue to assist the SCSD with this critical project.

Sincerely,
Arcadis of New York, Inc.



Daniel J. Loewenstein, PE
Sr. Vice President

Email: Daniel.Loewenstein@arcadis.com
Direct Line: 518- 250- 7300

Daniel Rourke
Saratoga County Sewer District #1
April 6, 2022

CC. R. Ostapczuk (Arcadis)
M. Lynch (Arcadis)
S. Marpicati (Arcadis)

Enclosures:
Attachment A – Hourly Rate and Fee Schedule

5/18/21



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 166 - 2021

Introduced by Supervisors Schopf, Barrett, Gaston, Tollisen, Veitch, Winney and Wood

AUTHORIZING AN AGREEMENT WITH ARCADIS OF NEW YORK, INC. FOR PERFORMANCE OF A TECHNICAL DETERMINATION OF LOCAL LIMITS STUDY AND EVALUATION FOR THE SARATOGA COUNTY SEWER DISTRICT'S INDUSTRIAL PRETREATMENT PROGRAM

WHEREAS, the Saratoga County Sewer District Commission solicited and reviewed proposals from qualified professional engineering firms to provide the desired engineering consulting services for the performance of a technical determination of local limits study and evaluation for Saratoga County Sewer District's Industrial Pretreatment Program; and

WHEREAS, the Sewer District Commission has recommended that a contract for such study be awarded to Arcadis of New York, Inc., the lowest proposal received and the proposal deemed the best value for the project's requirements as Arcadis has experience and familiarity with SDS1's collection system and is currently performing plant modeling as part of the biosolids project; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with Arcadis of New York, Inc. of Clifton Park, New York, for the provision of consulting services for the performance of a technical determination of local limits study and evaluation for Saratoga County Sewer District's Industrial Pretreatment Program, at a cost not to exceed \$24,500, with the form and content of said contract to be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.



1/18/22

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 48 - 2022

Introduced by Supervisors Schopf, Barrett, Grasso, Lant, Raymond, Tollisen and M. Veitch

AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH ARCADIS OF NEW YORK, INC. FOR PERFORMANCE OF A TECHNICAL DETERMINATION OF LOCAL LIMITS STUDY AND EVALUATION FOR THE SARATOGA COUNTY SEWER DISTRICT NO. 1'S INDUSTRIAL PRETREATMENT PROGRAM

WHEREAS, Resolution 166-2021 authorized an agreement with Arcadis of New York, Inc. for the performance of a technical determination of local limits study and evaluation for the Saratoga County Sewer District No. 1's Industrial Pretreatment Program at a cost not to exceed \$24,500; and

WHEREAS, the Executive Director of the Sewer District has recommended that the testing of chemical parameters be increased across different aeration basins to include a process profiling and study of the impact of certain chemicals to wastewater treatment in different seasons to assist the Sewer District in assessing the inhibitory effects of certain chemicals discharged to the Wastewater Treatment Plant including the variable effects of the treatment of ammonia, biochemical oxygen demand (BOD), and total suspended solids (TSS); and

WHEREAS, Arcadis of New York, Inc. has provided a quote to provide such additional process profiling and testing at a cost of \$44,000; and

WHEREAS, our Law and Finance Committee, the Saratoga County Sewer District Commission and the Sewer District's Executive Director have recommended that the agreement with Arcadis of New York, Inc. be amended to include additional process profiling assistance and reporting in the amount of \$44,000; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an amended agreement with Arcadis of New York, Inc., of Clifton Park, New York, to include additional process profiling and testing at an amended total amount not to exceed \$68,500; and it is further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Sewer District

DATE: 4/7/22

RE: Asset Management Software Agreement

COMMITTEE: Law and Finance

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: **YES** or **NO**
(If yes, budget lines and impact must be provided)

3. Are there Amendments to the Compensation Schedule: **YES** or **NO**
(If yes, provide details)

4. Specific details on what the resolution will authorize:

This resolution will authorize a 3 year agreement with Advanced Enterprise Systems Corporation ("AESC") for a "Software as a service agreement" for SCSD's asset management software. This cost of the software is \$40,000 per year for a total cost of \$120,000 per year. Asset management is becoming the standard in the wastewater industry to better understand important equipment failure data, replacement costs and capital project planning. This will also allow for digital work orders and computerized maintenance management. This is a renewal from an existing 1 year agreement.

5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**

- a. Were bids/proposals solicited: Yes
- b. Is the vendor/contractor a sole source: No
- c. Commencement date of contract term: TBD
- d. Termination of contract date: N/A
- e. Contract renewal and term:
- f. Contact information: Henry Briggs | Account Manager henry.briggs@utilitycloud.us
- g. Is the vendor/contractor an LLS, PLLC or partnership: D.P.C.
- h. State of vendor/contractor organization: New York
- i. Is this a renewal agreement: **YES** or **NO**
- j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- a. What were the terms of the prior resolution
 - b. Are the terms changing:
 - c. What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- a. Effective date
 - b. Salary and grade
8. Is a new employee being hired: YES or NO
- a. Effective date of employment
 - b. Salary and grade
 - c. Appointed position:
 - d. Term:
9. Is a grant being accepted: YES or NO
- a. Source of grant funding:
 - b. Amount of grant:
 - c. Purpose grant will be used for:
 - d. Equipment and/or services being purchased with the grant:
 - e. Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):



SAAS SERVICES ORDER FORM

Customer

Saratoga County Sewer District
40 McMaster Street
Ballston Spa, NY 12020

Contact:

Dan Rourke
Executive Director
drourke@saratogacountyny.gov
(518) 664-7396

Thank you for the opportunity to serve you. Please feel free to contact me directly with any questions, comments or concerns. To accept this order, please print and sign this document, or fill out via Docusign, as well as print and initial the pages of the terms and conditions document, and return via email to Henry Briggs Henry.Briggs@Utilitycloud.us.

Software as a Service (SaaS) Invoicing Start Date: [4/30/2022]

SaaS Services: Utility Cloud Operations Management System (the "Service(s)").

Invoicing Frequency: [Annually]

Term: The term of this Agreement shall remain effective until the [three]-year anniversary of the Effective Date. Term will auto renew for [three] years unless cancelled prior to the end of the renewal term [with a five percent annual price increase [utilize for one-years only]].

Professional Services: AESC will use commercially reasonable efforts to provide Customer the professional services described in this document (the "Professional Services"), and Customer shall pay AESC the fees set forth in this document in accordance with the terms therein.

Product List:

	List Price (\$)	Term (years)	Subtotal	Discount (\$)	Total
Enterprise Subscription	40,000	3	120,000	-	120,000
None Implementation	#N/A	0	#N/A	-	#N/A
0 Additional 5 User Pack	-	0	-	-	-
Total	#N/A		#N/A	-	#N/A

Services Fees:

	Year 1	Year 2	Year 3	Total
Annual Subscription Fee	40,000	40,000	40,000	120,000
Implementation Fee	-	-	-	-
Total	40,000	40,000	40,000	120,000

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this [2] day of [March], [2022] (the "Effective Date") between Advanced Enterprise Systems Corporation ("AESC"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Advanced Enterprise Systems Corp.**Saratoga County Sewer District**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



TERMS & CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, AESC will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative username and password for Customer's AESC account. AESC reserves the right to refuse registration of or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, AESC will endeavor to provide Customer with reasonable support services, through electronic mail or another online mechanism, in accordance with AESC's standard practice.

1.3 Customer will cooperate with AESC in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, including all information provided by AESC that is required for launch.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (the "Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by AESC or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with AESC's standard published policies then in effect (the "Policy") and all applicable laws and regulations and that it has all rights necessary to permit AESC to use the Customer Data (as defined below) as contemplated hereunder. Customer hereby agrees to indemnify and hold harmless AESC against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although AESC has no obligation to monitor Customer's use of the Services, AESC may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance and local telephone service (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of AESC includes non-public information regarding features, functionality, and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to AESC to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge

to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. AESC shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Professional Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, AESC shall have the right anonymize, collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, Customer Data and data derived therefrom), and AESC will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other AESC offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay AESC the then applicable fees described in the Order Form for the Services and Professional Services in accordance with the terms of the applicable SOW (the "Fees"). AESC may increase fees annually without written notice by no more than the Consumer Price Index (CPI). If Customer believes that AESC has billed Customer incorrectly, Customer must contact AESC no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to AESC's customer support department.

4.2 AESC may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by AESC thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on AESC's net income.

5. TERM AND TERMINATION

5.1 The initial term of the Agreement will be as set forth and agreed by the parties in the Order Form. Either party may terminate this Agreement if the other party (i) materially breached this Agreement and has not cured such breach within 30 days after receiving notice (if curable), without prejudice and in addition to any right or remedy that the non-defaulting party may have under this Agreement or the applicable law, or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. At the end of the initial term, the term shall automatically renew for additional 12-month periods unless Customer notifies AESC in writing, at least 30 days prior to the end of the then-current term, that it chooses not to renew (initial subscription term, with any renewal subscription terms, the "Term").



Upon any termination, AESC will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter AESC may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

AESC shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Professional Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by AESC or by third-party providers, or because of other causes beyond AESC's reasonable control, but AESC shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, AESC does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND AESC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, AESC AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF PROFITS OR BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND AESC'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO AESC FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT AESC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. GOVERNMENT MATTERS

Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with AESC's prior written consent. AESC may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind AESC in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of New Hampshire without regard to its conflict of laws provisions.

* * * * *



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 137 - 2021

Introduced by Supervisors Schopf, Barrett, Gaston, Tollisen, Veitch, Winney and Wood

**AUTHORIZING AGREEMENTS WITH BARTON & LOUGUIDICE, D.P.C.
AND ADVANCED ENTERPRISE SYSTEMS CORPORATION D/B/A UTILITY
CLOUD FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN ASSET
MANAGEMENT PROGRAM FOR SARATOGA COUNTY SEWER DISTRICT NO. 1**

WHEREAS, the Saratoga County Sewer District No. 1 is committed to providing proper preventative maintenance, reactive maintenance, and asset management for the infrastructure it currently owns including 98 pump stations, approximately 275 miles of pipe, over 5000 manholes, and a 43 million gallon a day treatment facility; and

WHEREAS, a Computerized Maintenance Management System ("CMMS") and Asset Management software program would assist in the day-to-day maintenance activities, risk management, asset life expectancy analysis and capital project planning; and

WHEREAS, Barton & Loguidice, D.P.C. has submitted a proposal for the provision of design and implementation of the project by defining the objectives, scope, purpose, deliverables of the project, provide a Master Schedule of Work and project management plan that provides a formal document used to guide both project execution and project control, for a total project cost not to exceed \$62,934; and

WHEREAS, Advanced Enterprise Systems Corporation d/b/a Utility Cloud has provided a proposal for the provision of a cloud based software program to assist in day-to-day preventive maintenance for both the collection system and the Wastewater Treatment Plant, for a license fee of \$40,000 annually, for a term of one (1) year effective at the signing of the agreement; and

WHEREAS, the Saratoga County Sewer District Commission and the Executive Director of the Saratoga County Sewer District No. 1 have recommended that the County enter into agreements with Barton & Loguidice, D.P.C. and Advanced Enterprise Systems Corporation d/b/a Utility Cloud for the development and implementation of an Computerized Maintenance Management System and Asset Management software program; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with Barton & Loguidice, D.P.C. of Liverpool, New York for the provision of design and implementation of a Computerized Maintenance Management System and Asset Management software program for the maintenance of the Sewer District's infrastructure, for a total project cost not to exceed \$62,934; and, be it further

RESOLVED, that the Chair of the Board is authorized to execute a software license agreement with Advanced Enterprise Systems Corporation d/b/a Utility Cloud, of Salem, New Hampshire for the provision of a cloud based Asset Management software system, for a term of one (1) year effective at the signing of the agreement, at a cost not to exceed \$40,000; and, be it further

RESOLVED, that the form and content of both agreements shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact. Funds for these contracts are covered in the 2021 budget.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Sewer District

DATE: 4/7/22

RE: Delaware Engineering Agreement for Strategic Planning

COMMITTEE: Law and Finance

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: **YES** or **NO**
(If yes, budget lines and impact must be provided)

3. Are there Amendments to the Compensation Schedule: **YES** or **NO**
(If yes, provide details)

4. Specific details on what the resolution will authorize:

This resolution will authorize an agreement with Delaware Engineering to assist in Strategic Infrastructure and Financing planning for SCSD. They would look at existing studies and speak with SCSD staff to understand where some bottlenecks currently occur and look at potential future growth in the county to ensure the wastewater system can support the counties goals for growth and economic development. The agreement id for a NTE cost of \$90,000

5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**

- a. Were bids/proposals solicited: No
- b. Is the vendor/contractor a sole source: No
- c. Commencement date of contract term: TBD
- d. Termination of contract date: N/A
- e. Contract renewal and term:
- f. Contact information: John Brust, Principal
- g. Is the vendor/contractor an LLS, PLLC or partnership: D.P.C.
- h. State of vendor/contractor organization: New York
- i. Is this a renewal agreement: **YES** or **NO**
- j. Vendor/Contractor comment/remarks:

55 South Main Street, Oneonta NY 13280



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
- Delaware Engineering is uniquely qualified for this work as they utilize the firm Plummer Wigger LLC that has great relationships with multiple state agencies that will help us with funding opportunities and understanding potential regulation changes that will effect our ability to transport and treat wastewater at a the best value for constituents.



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

March 14, 2022

Dan Rourke, P.E.
Executive Director
Saratoga Wastewater Sewer District #1
Routes 4 and 32
P.O. Box 550
Mechanicville, NY
12118

Subject: Strategic Infrastructure and Financing Plan

Dear Mr. Rourke:

It was a pleasure to meet and discuss some of the anticipated opportunities, and challenges, facing SCSD #1 in the coming years. Due to a convergence of recent state/national/worldwide events Saratoga County is poised for an acceleration of economic development opportunities. However, these opportunities must be matched by a long-term strategic plan for a wide range of municipal services including the provision of wastewater treatment. The purpose of this correspondence is to offer Saratoga County our services to develop a detailed plan which will identify and prioritize needed capital projects as well as target and advocate for associated funding from NYS and/or US Federal sources.

The core mission of Delaware Engineering for the past 30 years has been, and continues to be, assisting municipalities with engineering services for infrastructure projects. Fully 80% of the work that we do revolves around water and wastewater systems for upstate New York municipalities. We now vision, permit, and design water and wastewater projects totaling more than \$100 million in construction work on an annual basis. Almost every single project involves the development of a plan of action to prioritize work items and secure necessary funding.

Our 70-person staff at Delaware Engineering will provide the technical depth required to develop the required infrastructure work. In addition to civil and structural engineers, we maintain on staff GIS specialists, certified planners, designers, grant writers, finance specialists, construction inspectors and managers, and several of our staff have active water and/or wastewater system operators' licenses.

Our experience and success in obtaining and administering New York State grants is extensive. We have abundant experience with CDBG-funded projects, NYSESD, NYSEFC WIA and WQIP grants, State and Municipal (SAM) Funding grants, CWSRF financing, and NYS "special" appropriations. . We have a proven track record in securing NYS financial assistance for our clients as demonstrated in the attached partial list of successful grant awards. Importantly, for each one of these clients we have developed a Finance Plan to implement the needed capital improvements.

Other New York Offices:

·Albany ·Goshen ·Liberty ·Monticello ·Red Hook ·Walton
www.delawareengineering.com

As value-added, our clients receive the services of a well-known and extremely experienced government relations firm that we use to advance projects. Dan Plummer, Plummer Wigger LLC, has been on retainer to D.E. for the past twenty years. Dan acts as an extension of staff and helps our clients with NYS agency matters. He has senior management relationships at NYS Empire State Development (ESD), DEC, DOT, PSC, EFC, Ag & Markets, and many other agencies throughout the state regulatory structure. He also works closely with NYS Assembly and Senate legislators and their majority leadership teams.

In 2014 we were selected by SCSD #1 to permit, design, and provide construction management for the \$45 million upgrade of the wastewater facility. We are intimately familiar with every aspect of the treatment process. To advance that upgrade, we worked closely with County representatives to estimate anticipated industrial and residential flows to the WWTP. Thus, we already have an appreciation for the wastewater inputs to the overall system and the nature of the existing vulnerabilities from a hydraulic perspective. Importantly, we have a solid working relationship with many of the municipalities in the County and a reputation for creative, yet practical solutions.

We recently provided the Orange County NY management team with a similar strategic plan for the provision of wastewater. Working with the County Executive's office, County legislature, County Department of Engineering, and County Economic Development Office we have developed a plan of action that identifies near-term "longevity" investments as well as a long-term plan for expansion of existing treatment facilities. Included in this work, is an analysis of the collection system which services a total of three Villages and five towns. This project has served as a unifying plan of action...all the disparate County agencies, and private developers now have a common framework for decision-making.

We propose the following scope of work to develop and such a long-term strategic plan for SCSD #1:

- Working with your staff, and gathering input from various studies already completed we will develop a prioritized list of longevity improvements required to accommodate existing wastewater flow to SCSD #1. We will also provide costs estimates to implement each one of these improvements actions.
- We understand that SCSD #1 utilizes an existing capital improvement plan (CIP) and financial/rate model. We will use this model as a baseline. Utilizing the existing CIP and rate analysis model we can build a hybrid spending plan including both cash and financing opportunities to achieve the investments needed while still maintaining an adequate reserve fund for the District.
- Recognizing that various economic development initiatives may drive significant additional wastewater flow to SCSD #1 we will develop required capital improvements for various flow thresholds, i.e., 5 MGD (million gallons per day) flow increases. The specific thresholds will be developed working with County staff as well as potential private sector entities that may be poised to expand operations in the county.
- In concert with your County management team we will meet with those local and state economic development entities that can input to estimates for future wastewater treatment needs.
- After developing cost scenarios for the longevity improvements and various expansion options D.E. staff in concert with our government relations team will meet with County representatives to map a Finance Plan to achieve the stated goals. It is anticipated that this will be an iterative

process and will involve discussions with NYS legislative leaders as well as private sector partners.

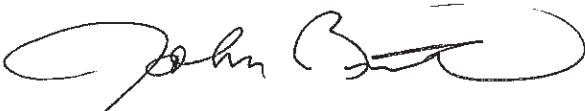
- We anticipate that this process of identification, prioritization, and advocacy will occur over a period of nine months. Our process will consider NYS funding initiatives as well as Federal opportunities in combination or as separate funding streams.

With respect to our fee for this service we propose a monthly not-to-exceed amount of \$10,000, assuming a nine month process. Thus, the total fee will not exceed \$90,000. Should the County wish to extend our services beyond the nine month period we can develop a similar approach for fees based upon the identified scope of work at that point.

We are confident that we can develop a flexible, long-term strategic plan for the provision of wastewater services within the County while also positioning SCSD #1 with a viable Finance Plan to implement the needed infrastructure improvements. Our engineering and planning staff as well as our government relations team are available to meet with you and other County representatives to further discuss this initiative.

We look forward to working with your team to advance this vitally important strategy for SCSD #1.

Sincerely,

A handwritten signature in black ink, appearing to read "John Brust", written over a horizontal line.

John Brust
Principal



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Sewer District

DATE: 4/7/22

RE: Award to Precision Trenchless LLC

COMMITTEE: Law and Finance

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: **YES** or **NO**
(If yes, budget lines and impact must be provided)

3. Are there Amendments to the Compensation Schedule: **YES** or **NO**
(If yes, provide details)

4. Specific details on what the resolution will authorize:

This resolution will authorize an agreement with Precision Trenchless LLC for \$84,792 for work relating to a pipe rehabilitation in the Town of Halfmoon near the crossings. The pipe has shown advanced deterioration and warrants utilizing an existing Onondaga county bid to piggy back off of. The total linear feet to be lined is 1400ft

5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**

- a. Were bids/proposals solicited: Yes, By Onondaga county
- b. Is the vendor/contractor a sole source: No
- c. Commencement date of contract term: TBD
- d. Termination of contract date: N/A
- e. Contract renewal and term:
- f. Contact information: Mara Kilburn, mkilburn@pim-inc.com
- g. Is the vendor/contractor an LLS, PLLC or partnership: LLC
- h. State of vendor/contractor organization: New York
- i. Is this a renewal agreement: **YES** or **NO**
- j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
- The purchasing department has reviewed the Onondaga bid and is O.K. with SCSD piggy backing off of it to get this work done.

THE
P R E C I S I O N
Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
Precision Trenchless, LLC
G R O U P

On Behalf of Precision Trenchless LLC, I am pleased to present you with pricing for CIPP lining of 5 line segments approximately 1400 LF of 12 inch @ The Crossings of Halfmoon.

Work scope included in pricing

- Pre and Post CCTV with thumb drive video and reports
- UV CIPP of 12 inch
- Bypass od 5 12 inch line segments

Exclusions

- Any repairs to pipe needed to do CIPP on the ductile iron pipe
- Traffic / closures
- Water for cleaning to be provided at no cost by others
- Heavy cleaning removal of Tuberculation

Pricing must include Bypass per Onondaga County Contract 0000004284

12 inch pipe @ 1400 LF x 58.78 per foot	\$ 82,292.00
Bypass 12 inch 5 pipe runs	\$ 2,500.00
Total project price	\$ 84,792.00
Laterals reinstatement if any \$275.00 each	

THE
P R E C I S I O N
Precision Industrial Maintenance, Inc. • Martin Environmental Services, Inc.
Precision Trenchless, LLC
G R O U P

Please sign and return to approve work

Signature _____ **Date** _____

Please contact me with any questions

Sincerely,

Lawrence Curtis,
Precision Trenchless, LLC
518 225 7129



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office

FROM: Sewer District

DATE: 4/7/22

RE: Ramboll Contract Amendment for Aeration Tank Structural Design

COMMITTEE: Law and Finance

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)

2. Is a Budget Amendment needed: **YES** or **NO**
(If yes, budget lines and impact must be provided)

3. Are there Amendments to the Compensation Schedule: **YES** or **NO**
(If yes, provide details)

4. Specific details on what the resolution will authorize:

This resolution will authorize an agreement with Ramboll Americas Engineering Solutions Inc. for engineering services related to structurally upgrading the existing south side aeration basins and providing a permanent groundwater depression system. The amendment is for \$82,000 and will raise the total contract amount to \$283,000.

5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**

- a. Were bids/proposals solicited: No
- b. Is the vendor/contractor a sole source: No
- c. Commencement date of contract term: TBD
- d. Termination of contract date: N/A
- e. Contract renewal and term:
- f. Contact information: Michael Manning, Director of Municipal Water
- g. Is the vendor/contractor an LLS, PLLC or partnership: D.P.C.
- h. State of vendor/contractor organization: New York
- i. Is this a renewal agreement: **YES** or **NO**
- j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
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8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
- This work is linked to findings during litigation that the tanks don't meet code. This design and project will bring the tanks up to code and allow us to maintain the tanks by dewatering the site around the basins.



Mr. Daniel Rourke, P.E.
Executive Director
Saratoga County Sewer District No. 1
Routes 4 and 32, P.O. Box 550
Mechanicville, NY 12118

**RE: Proposal for Final Design Services for Sewer District No. 1
Modifications to Aeration Tank Nos. 5-8**
FILE: 11916/CRM 78241

Dear Mr. Rourke:

Ramboll Americas Engineering Solutions, Inc. (f/k/a O'Brien & Gere Engineers, Inc.) is pleased to provide the Saratoga County Sewer District (SCSD) No. 1 with this proposal for engineering services for final design of a permanent groundwater depression system and modifications to Aeration Tank Nos. 5 through 8. This proposal was prepared in response to a request made by SCSD No. 1 on December 6, 2021 and further defined during subsequent correspondence.

To facilitate your review, this proposal is organized into the following sections:

- Project Understanding
- Scope of Services
- Project Exceptions, Omissions and Assumptions
- Project Schedule
- Project Fee and Terms

Project Understanding

SCSD No. 1 owns and operates a wastewater treatment plant (WWTP) located south of Mechanicville, NY. The WWTP is equipped with eight (8) aeration tanks, four of which (Aeration Tank Nos. 5-8) were constructed in 2008. Since the construction of these tanks, the design of Aeration Tank Nos. 5-8 has been subject to investigation and litigation between SCSD No. 1 and the engineer of record due to suspected deficiencies in the design and construction.

The original design and construction of Aeration Tank Nos. 5-8 included one-way flap valves to allow groundwater elevations to equalize with tank water elevations by allowing water to flow into the aeration tanks. This inward flow was meant to relieve any differential pressure applied to the base slab and walls of the aeration tanks. When Aeration Tank No. 7 was later taken out of service for maintenance, the floor slab deflected upwards at the expansion joint due to unrelieved groundwater pressure resulting from improper installation of the flap valves.

In 2016, Ramboll (f/k/a O'Brien & Gere Engineers, Inc.) completed a design for the replacement of the floor slab in Aeration Tank No. 7. The design modified several features of the original slab design including the addition of dowel bars

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across the expansion joint, increase in the slab thickness from 8" to 1'-4", and installation of two layers of reinforcement in the thicker slab.

To prevent further operational and safety issues in Aeration Tank Nos. 5- 8, SCSD No. 1 requested that Ramboll review previous design issues and develop a plan for safe operation. In a Draft Letter Report provided to SCSD No. 1 on October 8, 2021, Ramboll identified multiple operating scenarios for the existing aeration tanks that relieved groundwater pressure when the tanks are drained for maintenance and cleaning. Following submission of the Draft Letter Report, SCSD No. 1 elected to pursue Scenario 2A and requested a proposal from Ramboll to complete the final design for this scenario. Ramboll's scope of services to provide Bid Documents for Scenario 2A are provided below.

Scope of Services

Ramboll will develop bid ready Contract Drawings and Specifications for the modifications recommended for Scenario 2A in the Letter Report dated October 8, 2021. Proposed modifications for Aeration Tank Nos. 5-8 include the following:

- Structural modifications in Aeration Tank Nos. 5-8 will consist of the following:
 - Replacement of the existing 8" thick portions of the existing slab with a 1'-4" slab with two layers of reinforcement (except Aeration Tank No. 7).
 - Installation of 6'-0" x 6'-0" x 1'-0" thick wall stiffeners on the inside faces and at the base of the exterior concrete wall on the north and south sides of the aeration complex.
 - Thickening of select portions of the main chamber interior walls where they intersect with the west and east interior walls.
- Conversion of the previously installed temporary groundwater depression system (installed in 2017) to a permanent groundwater depression system. Design will include replacement of the existing pumps (quantity of 20) and installation of buried discharge piping and pump manifold, including well pump connections, cleanouts and sumps for emptying lines.
- Installation of conduits for power distribution and future monitoring.
- Installation of underground vaults at each well site to house the electrical/controls.

Design will consider long term reliability and standard operating procedures for when the aeration tanks are in service as well as when they are down for maintenance or cleaning. The proposed design will be documented in submittals at the 90% and 100% design stages, offering opportunity for collaboration and comments from SCSD No. 1 personnel.

90% Design Submittal

Final design for the aeration tanks will be completed in accordance with applicable codes and standards at the time of design. Drawings and technical specifications will be prepared as part of Barton & Loguidice's (B&L) aeration improvements project. The first design submittal for this project will be at the 90% Design Phase and will consist of the following:

Drawings

Structural and process mechanical drawings will be provided for the aeration tanks and permanent groundwater system, including the groundwater wells and proposed groundwater pumps. Also included will be electrical one-line diagrams for the permanent groundwater system, plan/sectional views of the new electrical equipment, electrical detail drawings, and well level monitoring systems as needed. Since the design will be included in B&L's aeration improvements project, Ramboll will use B&L's design details to the greatest extent possible and provide additional details for improvements that aren't already covered in the aeration project.

As part of this task, Ramboll will also review B&L's drawings for the proposed baffle walls within the aeration basins and provide recommendations regarding baffle wall stiffening.

Technical Specifications

Anticipated technical specifications required for this design will be included with the 90% submittal, including specifications from each discipline. Ramboll will also provide a technical review of SCSD No. 1's front-end documents and B&L's technical specifications for the aeration project and provide recommendations for modifications relative to this project. Ramboll will use technical specifications prepared by B&L for the aeration project to the greatest extent possible and provide technical specifications for improvements that aren't already covered in the aeration project.

The drawings and technical specifications will be provided electronically in Adobe Portable Document Format (PDF) for review by SCSD No. 1 and B&L (as appropriate). Additionally, one hard copy of the technical specifications and two hard copies of the drawings, one 11 x 17 and one full size, will be submitted to SCSD No. 1. It is assumed for this proposal that SCSD No. 1 will consolidate all internal comments and provide Ramboll with one round of all-inclusive comments. It is also assumed that Ramboll will receive one set of all-inclusive comments from B&L. After a review period of approximately two weeks, a review meeting will be scheduled with key personnel from SCSD No. 1 and the Ramboll structural and process mechanical design team. As appropriate, key personnel from B&L may be invited to the review meeting. It is anticipated that a virtual format will be used for the review meeting.

Issued for Bid/100% Submittal

Ramboll will incorporate and/or address review comments received from SCSD No. 1 and B&L to produce a final set of drawings and technical specifications. A NYS PE for each design discipline will stamp and sign the Bid Documents. The drawings and technical specifications will be provided electronically in Adobe Portable Document Format (PDF) for use by SCSD No. 1. Additionally, one hard copy of the technical specifications and two hard copies of the Bid Drawings, one 11 x 17 and one full size, will be submitted to SCSD No.1.

If required by NYSDEC, the final set of drawings and technical specifications will be submitted to NYSDEC for review and approval prior to construction. An allowance of \$2,000 is provided to address, if applicable, review comments received from NYSDEC.

Project Exceptions, Omissions and Assumptions

In addition to the exceptions, omissions and assumptions stated above in the proposal, the following assumptions are made by Ramboll:

- Ramboll will hold a conference call with SCSD No. 1 and Keller (formerly Moretrench), at the beginning of final design to discuss Keller's previous design work on the groundwater depression system.
- SCSD No. 1 will perform demolition of the existing temporary groundwater depression system prior to mobilization of the contractor. As such, demolition drawings are not included in this proposal.
- One site visit for the design disciplines will be required prior to finalizing the design documents.
- Design of a temporary bypass pumping system to bypass Aeration Tank Nos. 5-8 is not included as part of this proposal. It is assumed that one tank can be isolated and taken out of service at a time to perform the proposed modifications.
- Topographic survey and geotechnical borings are not necessary and not included in this proposal. SCSD No. 1 will provide Ramboll with electronic files of the most recent survey completed on-site to use as the background for the project site plan.
- Hazardous material survey and testing is not included in this proposal.
- Ramboll will not be evaluating or modifying existing Aeration Tank Nos. 1-4.

- Electrical improvements are limited to those necessary to provide power to the groundwater depression system. No improvements to the aeration tank electrical system or site lighting are anticipated.
- Instrumentation improvements include local controls and displays for the groundwater depression system pumps and groundwater level transducers (*i.e.*, within each groundwater well). Communication and monitoring by the plant’s SCADA System is not anticipated or included in this proposal.
- Bid Phase and Construction Phase Services are not included in this proposal and can be provided if requested by SCSD No. 1.
- Existing Record Drawings will be used as the background for development of installation drawings.
- Review by NYSDEC is not anticipated or included in the anticipated schedule.
- A maximum of three virtual meetings are anticipated for this project, including a project kick-off meeting, a coordination meeting with Keller and a 90% Design Review Meeting.

Project Schedule

Ramboll is prepared to begin work on this project immediately upon receipt of authorization from SCSD No. 1. The following is Ramboll’s proposed schedule for this project:

SUBMITTAL	DURATION	ESTIMATED DUE DATE ¹
90% Design Submittal	12 weeks from receiving client authorization to proceed	June 6 th
IFB Documents	4 weeks from receiving client comments	July 18 th

¹Assumes a NTP on March 14th and a 2-week review period for the deliverable.

Project Fee and Terms

Ramboll proposes to provide the services described in this proposal for a fee of **\$82,000**. As such, Ramboll is requesting that SCSD No. 1 amend the overall authorization for our Agreement from a not-to-exceed free of \$201,000 to a not-to-exceed fee of **\$283,000**. This cost reflects engineering services for Final Design, as requested. Any Bid and Construction Phase Services provided by Ramboll will be authorized under a future amendment. Services will be invoiced in accordance with the terms of the Agreement. We welcome the opportunity to provide engineering services to SCSD No. 1. Should you have any questions regarding this proposal, please do not hesitate to contact myself or Michelle McEntire at 585-233-1717.

Yours sincerely

Ramboll



Michael Manning, PE

Director – Municipal Water

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michael.manning@ramboll.com

cc: Michelle McEntire, PE – Ramboll
Tim Kivisto, PE - Ramboll



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board

CC: Jason Kemper, Planning Director
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office
Stephanie Hodgson, Director of Finance

FROM: County Administrator's Office obo Supervisor Matt Veitch

DATE: 4/7/2022

RE: Proclaim April 2022 as National County Government Month

COMMITTEE: Law & Finance

1. Is a Resolution Required: **YES** or **NO**
(If YES, please complete #2- #10) (If NO, skip to #10 and provide reason for bringing the item)
2. Is a Budget Amendment needed: **YES** or **NO**
(If yes, budget lines and impact must be provided)
3. Are there Amendments to the Compensation Schedule: **YES** or **NO**
(If yes, provide details)
4. Specific details on what the resolution will authorize:
Proclaim the month of April 2022 National County Government Month in Saratoga County.
5. Does this item require hiring a Vendors/Contractors: **YES** or **NO**
 - a. Were bids/proposals solicited:
 - b. Is the vendor/contractor a sole source:
 - c. Commencement date of contract term:
 - d. Termination of contract date:
 - e. Contract renewal and term:
 - f. Contact information:
 - g. Is the vendor/contractor an LLS, PLLC or partnership:
 - h. State of vendor/contractor organization:
 - i. Is this a renewal agreement: **YES** or **NO**
 - j. Vendor/Contractor comment/remarks:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

6. Is this an annual housekeeping resolution: YES or NO
(If yes, attach the last approved resolution)
- What were the terms of the prior resolution
 - Are the terms changing:
 - What is the reason for the change in terms:
7. Is a new position being created: YES or NO
- Effective date
 - Salary and grade
8. Is a new employee being hired: YES or NO
- Effective date of employment
 - Salary and grade
 - Appointed position:
 - Term:
9. Is a grant being accepted: YES or NO
- Source of grant funding:
 - Amount of grant:
 - Purpose grant will be used for:
 - Equipment and/or services being purchased with the grant:
 - Time period grant covers:
10. Remarks/Reasoning (Supporting documentation must be attached to this form):
- See attached draft resolution.

Draft Proclamation

**National County Government Month - April 2022
"Counties THRIVE"**

WHEREAS, the nation's 3,069 counties, parishes and boroughs serving more than 315 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide public health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Saratoga County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Larry Johnson, NACo is demonstrating how "Counties THRIVE," especially in supporting residents and businesses during the coronavirus pandemic; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, Saratoga County is the fastest growing County out of all 53 counties in upstate NY State in the past decade and continues to have the lowest County sales tax rate and property tax rate in the State; and

WHEREAS, Saratoga County has numerous historical and cultural attractions including The Saratoga Battlefield at the Saratoga National Historical Park, 100 Acre Wood Trail System, Saratoga Performing Arts Center (SPAC), Saratoga Race Course and the Zim Smith Trail for all to enjoy; and

WHEREAS, The success of Saratoga County is a testament to the leadership of the Board of Supervisors and all the hardworking employees that take pride in serving our residents every day; and

WHEREAS, Saratoga County is continuously named one of the healthiest and safest counties in New York State each year; and

NOW, THEREFORE, BE IT RESOLVED THAT I, Theodore T. Kusnierz, Jr. Chairman of the Saratoga County Board of Supervisors, do hereby proclaim April 2022 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.
