

AGENDA
WATERFORD TOWN BOARD MEETING
April 5, 2022

1. **Call to Order and Call of the Roll**
2. **Communications and Petitions**
 - Received correspondence from the Federal Energy Regulatory Commission regarding the Erie Canalway National Heritage Corridor Preservation and Management Plan
 - Received an email from a resident thanking the Highway Department
3. **Action on the minutes of previous meetings as follows:**

Town Board Meeting of March 1, 2022, Special Meeting of March 3, 2022 and Agenda Meeting of March 29, 2022
4. **Committee Reports**
 - A. Financial Report and Submission of Bills and Petty Cash
 - B. Committee on Highway, Wastewater Treatment, Water Authority, Cemetery and Museum
 - C. Committee on Public Safety, Emergency Services, and Liaison to Village
 - D. Committee on Veterans, Grants and Funding, Special Projects, Town Hall and Seniors
 - E. Committee on Youth, Playground, Pool, Festivals, Library, WHUFSD, Visitor Center and Building Department
 - F. Supervisors Report
5. **General Orders**
 - A. Resolution to honor the 2021 Waterford Halfmoon Girls Varsity Volleyball Team
 - B. Resolution to honor the 2021 Waterford Halfmoon Girls Varsity Soccer Team
 - C. Resolution to authorize the Town Supervisor to sign a contract with Mountain Top Portable Toilets LLC
 - D. Resolution to authorize the Town Supervisor to sign a contract with TruGreen Commercial for weed control at Clement Park and Middletown Road Ball Fields
 - E. Resolution to authorize the Town Supervisor to sign a contract with Kingsbury Sweeping for street sweeping
 - F. Resolution to authorize a salary increase for Jason Norton
 - G. Resolution to authorize the Town of Waterford to piggyback on the County of Onondaga pricing contract for equipment purchasing
 - H. Resolution to authorize the purchase of a Ford truck off the County of Onondaga pricing contract
 - I. Resolution to authorize WHHS to use Town fields and courts
 - J. Resolution to authorize the Town Supervisor to sign a contract with Sea Property Maintenance for 2022 cemetery lawn maintenance
 - K. Resolution to hire Patrick O'Connell to provide weapons training to the Police Department
 - L. Resolution to authorize the purchase of a John Deere tractor, backhoe and snow blower off NYS contract
6. **Other Business**



Mountain Top Portable Toilets LLC agrees to provide Portable restrooms to the town of Waterford for the 2022 Season at the following rates:

Standard Portable restroom up to one month \$98 per unit

Handicap Portable restroom for up to one month \$120 per unit

Additional cleanings during the rental period will be billed at a rate of \$30 per unit, per service

Units Kept for multiple weeks up to one month will be cleaned one timer each week. Units kept for one week or less will be cleaned upon pickup unless additional cleanings are requested. All units will be pressure washed, and paper products restocked during service. Hand sanitizer and delivery are included in the unit price. Monthly units will be billed on a 28 day cycle from date of delivery.

Town of Waterford _____

Mountain top portable toilets LLC
P.O BOX 405
West Sand Lake NY 12196
518-712-5118



10 Industrial Park Drive
MECHANICVILLE • NEW YORK • 12118
(518) 956-4407
www.kingsburysweeping.com



PROPOSAL #22-004

Proposal Submitted to:

ATTN: Tony Lubas
Client: Town of Waterford
Phone: 518-378-0831
Email:

Date: March 1, 2022.

RE: Street sweeping In Town of Waterford

Kingsbury Sweeping, LLC is pleased to submit this proposal for Sweeping Services.

Sweeping Rates:

- | | |
|--|-------------------|
| - Monday thru Friday (Non Rate Day) | \$160.00 per hour |
| - Saturday and Sunday (Non Rate) | \$240.00 per hour |
| - Travel time (billed in half (1/2) hour increments) | \$100.00 per hour |
| - Fuel surcharges may apply | |

* Minimum of 4 onsite sweeping hours will be billed to all jobs (This does not include travel time rates)

Dispatch: Ron Baisley 518-857-9206

PRICES ARE GOOD ONLY IF THE SIGNED QUOTE IS RECEIVED BY KINGSBURY SWEEPING SERVICES WITHIN 30 DAYS OF THE QUOTE DAY.

Due to marketplace fluctuations for petroleum products, all pricing on items quote will be subject to review at the time of services. Acceptance of this quote confirms agreement with pricing, conditions, and terms as specified herein.

A finance charge of 2.00% per month will apply to unpaid balances over term. In addition, if terms are not met as specified above, all purchases may be changed to COD, and prices on future purchases increased. Prices do not include tax. Prices are subject to applicable sales tax unless a valid tax-exempt certificate is on file prior to the first order.

The Equipment being used in the process is a Mechanical sweeper with an Operator, The truck will pick up all debris from sand to garbage, wrappers cups, Etc. and has the ability to dump in a truck or to a dump site designated by the town. The truck will also spray water down while sweeping for dust control.

Payment Terms: Net 30 Days

Accepted by (print) _____ Date _____

Signed _____

New York Commercial Property Service Agreement



Prepared By Nicholas Stricos
Address Branch 5525
3 Fritz Blvd Albany
NY 12205

Created Date/Time 2/24/2022 2:45 PM
Phone 518-456-8504

Albany Pesticide Information

NYDEC Pesticide Business Registration # 08985

NYDEC Pesticide Applicator Certification Identification #'s
C4803696 / C5848541 / C4884893 / C5865922

BILL TO:

TOWN OF WATERFORD
65 BROAD ST
WATERFORD, NY
12188 USA
Phone :

MAIN PROPERTY TO BE SERVICED:

CLEMENT PARK-90 CLIFTON ST
90 CLIFTON ST
Waterford, NY
12188 USA
Phone :

Comments

Additional Service Location Addresses

64 MIDDLETOWN RD, WATERFORD, NY, 12188,

Schedule of Services

Service Location	Line Item Description	Round Description*	Round #	Pesticide Application	Total Price
CLEMENT PARK-90 CLIFTON ST	Vegetation Control	Non selective weed control (04/13/22 - 05/03/22) (05/04/22 - 05/24/22)	1	Yes	\$232.79
CLEMENT PARK-90 CLIFTON ST	Vegetation Control	Non selective weed control (06/22/22 - 07/12/22) (07/13/22 - 08/02/22)	3	Yes	\$232.79
WATERFORD TOWN PARK-64 MIDDLETOWN RD, WATERFORD	TruGreen Lawn Service	Fertilization with weed control and insect control as needed (04/01/22 - 04/21/22) (04/22/22 - 05/12/22)	1	Yes	\$640.16
WATERFORD TOWN PARK-64 MIDDLETOWN RD, WATERFORD	TruGreen Lawn Service	Fertilization with weed control and insect control as needed (04/27/22 - 05/17/22) (05/18/22 - 06/07/22)	2	Yes	\$576.15
WATERFORD TOWN PARK-64	TruGreen Lawn Service	Fertilization with weed control and insect control as needed (06/01/22 - 06/21/22) (06/22/22 - 07/12/22)	3	Yes	\$576.15

MIDDLETOWN RD, WATERFORD					
WATERFORD TOWN PARK-64 MIDDLETOWN RD, WATERFORD	TruGreen Lawn Service	Fertilization with weed control and insect control as needed (08/10/22 - 08/30/22) (08/31/22 - 09/20/22)	5	Yes	\$576.15
WATERFORD TOWN PARK-64 MIDDLETOWN RD, WATERFORD	Aeration and Seeding	Fall aeration and overseeding (07/27/22 - 11/08/22)	10	No	\$2,196.99
WATERFORD TOWN PARK-64 MIDDLETOWN RD, WATERFORD	Grub Control	Preventative treatment for sub-surface grub activity (06/01/22 - 06/21/22) (06/22/22 - 07/12/22)	10	Yes	\$640.16

of Pesticide Applications 7
Cost of Pesticide Applications \$3,474.35

Subtotal: \$5,671.34
Total Sales Tax Amount: \$0.00
Grand Total: \$5,671.34

TRUGREEN QUALITY GUARANTEE

TruGreen is committed to providing the highest quality service. If you are not satisfied with the results of our application and notify us within 15 days after the treatment, we will analyze the issue, make specific recommendations to remedy the problem and retreat the problem area free of charge if necessary. In accordance with New York law, a contract amendment authorizing TruGreen to reapply pesticides is required. You agree to execute such amendment in the form required by law, or this guarantee is void.

Standard Terms and Conditions

1. TruGreen agrees to furnish labor and materials and is authorized by you to treat the property at the address shown on the front of this agreement. If you are not the owner of the property to which this agreement applies, you represent and warrant that you have the legal authority to grant TruGreen the right to treat the property, and to execute and bind the owner of the property to this agreement.
2. For products used by TruGreen which include label directions requiring the watering of the material after application, TruGreen will provide you with watering instructions following the application and you agree to assume the watering responsibility.
3. Payment is due within 30 days of the invoice date. If you fail to make payment when due, TruGreen reserves the right to terminate this agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees, other professional fees and court costs.
4. You agree to notify TruGreen in writing in the event that you sell the property which is the subject of this agreement. This agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
5. TruGreen is responsible direct damages caused by its negligence, but shall not be responsible for any indirect, incidental, consequential, punitive, or special damages arising or resulting from the performance or nonperformance of any obligations under the agreement including, but not limited to, loss of profits or income, regardless of the basis for the claim.
6. This program consists of lawn care and/or tree and shrub care as indicated on the front of this agreement. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist.
7. This customer service agreement is only valid if accepted by you within 30 days of the date submitted to customer.
8. Notwithstanding anything to the contrary herein, either party reserves the right to terminate this agreement for cause, convenience or any reason whatsoever by providing thirty (30) days written notice.
9. Price increases. Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year. TruGreen shall provide a contract amendment thirty (30) days prior to any such price increase. If you object to the price increase, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this agreement upon thirty (30) days written notice.
10. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen in writing. To the extent retreatment is required, you agree to execute all necessary documents in accordance with New York law to enable TruGreen to apply additional pesticides. If written notice is not received by TruGreen within fifteen (15) days of the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this agreement are waived.
11. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
12. Check processing policy ACH: when you provide a check as payment, you authorize TruGreen either to use information from your check to make a onetime electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
13. Except as expressly set forth in this agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
14. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this agreement upon notice to the party unable to perform its obligations.
15. You shall not have the right to assign this agreement or agree to the transfer of this agreement by operation of law or otherwise without the prior written consent of TruGreen. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
16. Unless expressly noted otherwise herein, this agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this agreement, this agreement shall control. No terms, conditions or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and

signed by authorized representatives of both parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.

17. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. Your TruGreen specialist will keep you informed on any modifications to this schedule. The success of this program depends on proper watering, mowing and cultural practices. If you need assistance, please consult your TruGreen specialist.

18. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Consult your TruGreen specialist with details.

19. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.

20. Climate conditions, type of disease and plant material affected will impact response. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist with details.

21. To the extent this agreement includes treatment to your trees and shrubs, this agreement expressly excludes service to trees that are over 25 feet in height, and fruit trees. Consult your TruGreen specialist for details.

22. Mandatory arbitration. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA commercial or consumer, as applicable, rules in effect at the time the claim is filed ("AAA rules"). Copies of the AAA rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in federal district court for the district or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this agreement including any claim that all or any part of the agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "class action waiver."

23. Class action waiver. Any claim must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("class action"). The parties expressly waive any ability to maintain any class action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any class action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this class action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that they would have had a right to litigate through a court, to have a judge or jury decide their case and to be party to a class or representative action, however, they understand and choose to have any claims decided individually, through arbitration.

Note: The Property owner or owner's agent may request the specific date or dates of application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date or dates in the contract. Pesticide applications will be provided only if owners or owner's agent provides written authorization. Any additional notices to tenants or others are the responsibility of the owner or owner's agent(s). I have read this agreement and fully understand and agree with its terms. I acknowledge receipt of the required product information list.

CUSTOMER/AGENT AUTHORIZED SIGNATURE

By: _____ Title _____ Date _____

Signatures

PESTICIDE BUSINESS OR PESTICIDE APPLICATOR SIGNATURE GENERAL MANAGER SIGNATURE

Andrew Tozier

Scott Kirby

Date

Date

2022 THE TOWN OF WATERFORD CEMETERY
LAWN MAINTENANCE AGREEMENT

The Town of Waterford Cemetery Lawn Maintenance Agreement (the "Agreement") is made this _____ day _____ 2022, between the Town of Waterford (the "The Town") and Stuart A. Roy /dba SEA Property Maintenance ("SEA", collectively with the Town the "Parties" or each individually as the "Party").

1. **TERM.** SEA agrees that it shall provide lawn maintenance services for the Town of Waterford Cemetery from May 1, 2022 through November 1, 2022 (the "Term").
2. **LAWN MAINTENANCE.** SEA agrees that it shall perform full lawn maintenance services of the Town of Waterford Cemetery every two weeks, or bi-monthly, and include all trimming such as weed trimming around all stones, markers, fences and trees; and further, SEA agrees that it shall perform additional lawn maintenance services of the Town of Waterford Cemetery within five (5) days leading up to the Memorial Day Holiday weekend. Lawn maintenance shall be performed according to the schedule attached hereto as Schedule A. SEA shall provide a bi-monthly invoice to the Town for all work performed in accordance with Schedule A.
3. **AUTUMN LEAF REMOVAL.** SEA further agrees that it will perform autumn leaf removal at the Town of Waterford Cemetery in the month of November 2022, if so directed by the Town, in the sole discretion and option of the Town.
4. **FEES AND PAYMENT.** The Parties to this Agreement agree that payment for lawn maintenance services shall be in an amount equal to TWENTY FIVE THOUSAND DOLLARS (\$25,000) during the Term of the Agreement, with payment made pro-rata, payment due within thirty (30) calendar days of receipt of invoice for such bi-monthly lawn maintenance services in accordance with Schedule A attached hereto; and further, payment for leaf removal services, if so elected in the Town's sole discretion, shall be made within thirty (30) calendar days of receipt of invoice for leaf removal services, for a one-time fee of FOUR THOUSAND DOLLARS (\$4,000).
5. **EQUIPMENT.** The Parties hereto agree that SEA will supply and use its own equipment, fuel, and any other incidental supplies or materials; and further that use of The Town equipment, facilities, buildings for storage and/or maintenance of SEA's equipment, or otherwise on The Town premises and property is strictly prohibited.
6. **INSURANCE.** SEA agrees that at all times leading up to and through the Term of the Agreement as specified in Section 6 hereto, it will maintain all legal insurances as provided in its bid submission. SEA shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.

(a) Compensation Insurance: SEA shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees to be assigned to the work hereunder.

(b) General Liability and Property Damage Insurance: SEA shall take out and maintain during the life of this contract such general liability and property damage insurance as shall protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

General liability insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence.

Property damage insurance in an amount not less than \$300,000 for damage on account of all occurrences.

SEA shall furnish the above insurances to the Town and shall also name the Town as an additional named insured in said policies.

(c) Contingent Liability: The above policies for public liability and property damage must be written to include contingent liability and contingent property damage insurance to protect the SEA against claims arising from operations of subcontractors.

(d) Defense of Action or Suits: Neither the Town nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may happen to the work, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the progress of the work. Neither the Town nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under any present or future law, to any person or persons whatever, whether employees of SEA or otherwise, or for damages to any property, whether belonging to the employees of the SEA or otherwise, or for damages to any property, whether belonging to the Town or others, occurring during or resulting from the work. SEA shall properly guard against all injuries and damages. The SEA shall defend and save harmless the Town, its officers, and agents against all such injuries, damages and compensation arising or resulting from causes other than the Town's active negligence. SEA shall, from the commencement of work until completion and acceptance thereof, maintain public liability insurance and property damage liability insurance in the amounts hereinbefore stated for the protection of the SEA and the Town, and shall furnish duplicate of the policies to the Town, stamped by the insurer "Premium Paid." These policies shall be written by an insurance company or companies approved by the Town.

(e) SEA shall furnish the Town with satisfactory proof of carriage of the insurance required. SEA shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

7. DEFAULT. The Town will not be obligated to pay, and SEA will not be entitled to payment, for any missed lawn maintenance services which SEA fails to perform in accordance with Schedule A hereto.
8. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement creates a partnership, joint venture, employer/employee, principal/agent, or any similar relationship between the Parties. SEA is an independent contractor.
9. TERMINATION. The Town may terminate this Agreement upon written notice to SEA, if SEA materially breaches the terms of this Agreement, and such breach is incapable of cure, or if SEA does not cure such breach within five (5) calendar days after receipt of notice of such breach.
10. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party to this Agreement may assign its rights or obligations hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.
11. COMPLIANCE WITH APPLICABLE LAW. SEA shall comply with all applicable codes, rules, ordinances, and regulations of the United States of America, the State of New York and any political subdivision or agency thereof. SEA represents and warrants that it has no civil or administrative litigation currently pending against it.
12. AMENDMENT. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
13. GOVERNING LAW. This Agreement shall be governed by the laws, rules, and regulations of the State of New York.
14. HEADINGS. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
15. NOTICE. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) if by email or facsimile, when received; or (c) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses:

If to SEA:

43 Brookwood Drive
Latham, New York 12110
Attention: Stuart A. Roy

If to The Town of Waterford:

65 Broad Street
Waterford, New York 12188
Attention: Town Clerk

16. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
17. AUTHORITY. The Parties hereby signify their agreement to the above terms by their respective signatures below. Each of the signatories to this Agreement warrants that they are authorized and empowered to execute this Agreement on behalf of the respective parties pursuant to a duly adopted resolution of said parties' respective governing boards.
18. INDEMNIFICATION. SEA agrees to indemnify, defend and hold the Town, or its successors and assigns, harmless from and against any and all claims, demands, suits, damages, settlements, awards, judgments, assessments, or liabilities of any nature at law or equity, and all other payments, interest, costs, fees and expenses, including attorney's fees, and without limitation, which may be incurred by the Town, its successors and assigns, which may arise out of any and all activities conducted by SEA or on behalf of SEA, related to its obligations under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

THE TOWN OF WATERFORD

By: _____

Name: John. E. Lawler

Title: Supervisor

SEA PROPERTY MAINTENANCE

By: _____

Name: Stuart A. Roy

Title: Owner

Schedule A

Lawn Maintenance Billing Schedule

Date	Service	Amount Due
May 1, 2022	Lawn Maintenance	\$1,666.67
May 15, 2022	Lawn Maintenance	\$1,666.67
May 25, 2022	Memorial Day Weekend Lawn Maintenance	\$1,666.67
May 29, 2022	Lawn Maintenance	\$1,666.67
June 12, 2022	Lawn Maintenance	\$1,666.67
June 26, 2022	Lawn Maintenance	\$1,666.67
July 10, 2022	Lawn Maintenance	\$1,666.67
July 24, 2022	Lawn Maintenance	\$1,666.67
August 7, 2022	Lawn Maintenance	\$1,666.67
August 21, 2022	Lawn Maintenance	\$1,666.67
September 4, 2022	Lawn Maintenance	\$1,666.66
September 18, 2022	Lawn Maintenance	\$1,666.66
October 2, 2022	Lawn Maintenance	\$1,666.66
October 16, 2022	Lawn Maintenance	\$1,666.66
October 30, 2022	Lawn Maintenance	\$1,666.66
LAWN MAINTENANCE TOTAL:		\$25,000.00
Nov. 1–Nov. 30, 2022	Optional Leaf Removal	\$4,000.00