



AGENDA
WATERFORD TOWN BOARD MEETING
January 2, 2024

1. **Call to Order and Call of the Roll**
2. **Communications and Petitions**
 - Thank you letter from the Waterford Historical Museum and Cultural Center
3. **Action on the minutes of previous meetings as follows:**

Town Board Meeting of December 7, 2023 and Agenda and Special Meeting of December 26, 2023
4. **Committee Reports**
 - A. Financial Report and Submission of Bills and Petty Cash
 - B. Committee on Highway, Wastewater Treatment, Water Authority, Cemetery, Museum and Town Historian
 - 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**

Resolution #01-2024 thru 40-2024 Organizational Meeting
Resolution #41-2024 Resolution to appoint Register and Deputy Registrar
Resolution #42-2024 Resolution to appoint William Coutu as Temporary Aide to the Budget Officer
Resolution #43-2024 Resolution to authorize the Town Supervisor to sign an agreement with Delaware Engineering for landfill monitoring
Resolution #44-2024 Resolution to authorize attendance at the Saratoga County Planning & Zoning Conference
Resolution #45-2024 Resolution to authorize vacation time carryover for Tony Lubas and Craig Falcone
Resolution #46-2025 Resolution to appoint Jeremy Krug as Alternate Member of the Planning Board
Resolution #47-2024 Resolution to hire Nicole Sullivan as Clerk to the Town Justices
Resolution #48-2024 Resolution to approve the 2023 budget amendments
6. **Other Business**

January 2, 2024- Town Board Organizational Meeting

RESOLUTION #01-2024

RESOLVED, that the Town Board of the Town of Waterford does hereby direct the Supervisor of the Town to pay the salaries of the following named employees of the Town of Waterford in the amount and at the time stated during the calendar year 2024 without the necessity of pre-audit by the Town Board:

Official	Position	2024 Salary	Pay Cycle
David Ball	Supervisor	\$ 20,515	Monthly
Mary Shannon Carrigan	Town Clerk	\$ 62,000	Weekly
Frank McClement	Councilman	\$ 12,626	Monthly
James Boudreau	Councilman	\$ 12,626	Monthly
Laurie Marble	Councilman	\$ 12,626	Monthly
Brian Bruso	Councilman	\$ 12,626	Monthly
Daniel Kopach	Town Justice	\$ 20,761	Monthly
Jacqueline Goralczyk	Town Justice	\$ 20,761	Monthly

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #02-2024

RESOLVED, that Danielle Clemente be and she is hereby appointed as Budget Officer for the year 2024 and the annual salary for said position be fixed at \$75,000 and the Supervisor be authorized to pay said salary in weekly installments without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #03-2024

RESOLVED, that the Town Board of the Town of Waterford does hereby direct the Town Supervisor to pay the salary of Mary Shannon Carrigan in her capacity of Tax Collector in the amount of \$5,000 for 2024 in weekly installments without necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #04-2024

RESOLVED, that Amanda Brill be and is hereby reappointed as Junior Accountant for the year 2024 at an annual salary of \$55,000.00 to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board and that Christina McClement be and she is hereby reappointed as Deputy Town Clerk for the year 2024 at a salary of \$22.88 per hour and to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #05-2024

RESOLVED, that pursuant to the provisions of Section 20(2) of the Town Law of the State of New York, the Town Board retains as an Attorney for the Town, the firm of Dreyer Boyajian, L.L.P., to provide such professional services and counsel as it may require in the ordinary conduct of business and further that the Supervisor of the Town be authorized and empowered to pay Dreyer Boyajian LLP invoices or statements for professional service in the amount not to exceed \$36,000 for the calendar year 2024 for all regular professional services, plus reimbursement of the amounts of any professional services, plus reimbursement of the amounts of any expenses incurred by them in the professional performance of their services without the necessity of pre-audit by the Town Board, and that the Supervisor be authorized to enter into a letter of agreement with the firm reflecting their retainer as set forth herein and agreement may be retained as the need arises for litigation or non-ordinary matters at normal professional fees.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #06-2024

RESOLVED, that Nadine Healey be and she is hereby reappointed as part time Clerk to the Town Justices for the year 2024 and that the salary for said position be set at \$20.80 per hour to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board and that Erika Douglas be and she is hereby reappointed as part time Clerk to the Town Justices for the year 2024 and that the salary for said position be set at \$20.80 per hour to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #07-2024

RESOLVED, that all full time Police Officers and Sergeants presently holding office in the Waterford Police Department be and they are hereby reappointed for the year 2024;
And be it further

RESOLVED, that the Supervisor is authorized to pay the salaries associated with the positions referenced above as specified in the existing union contract and on the time schedule specified in said contract without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Bruso
Councilman Boudreau
Councilwoman Marble
Councilwoman McClement
Supervisor Ball

RESOLUTION #08-2024

RESOLVED, that Mary Eileen Haldeman be and she is hereby reappointed as Senior Citizen/Community Center Director for the year 2024 and that the salary for said position be set at \$27.44 per hour to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board, and that Carolyn Vandervoort be reappointed as Senior Citizen/Community Center Activities Assistant for the year 2024 and that the salary for said position be set at \$16.23 per hour to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #09-2024

RESOLVED, that Russell Vandervoort be and he is hereby reappointed as Town Historian for the Town of Waterford for the year 2024 at a salary of \$2,317 per year to be paid in quarterly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #10-2024

RESOLVED, that each of the following employees presently holding a position in the Waste Water Treatment Department and the Highway Department be and they are hereby reappointed to that position for the year 2024 and will be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Waste Water Treatment Plant Chief Operator, (Craig Falcone)	\$71,240	Per Year
Waste Water Laborer, (David Bullett)	\$28.08	Per Hour
Waste Water Laborer (1) (Brian Hayden)	\$26.00	Per Hour
Waste Water Laborer (2) (Jason Norton and Dennis Mielenz)	\$22.88	Per Hour
Highway Department Working Foreman (Cameron Gardner)	\$29.64	Per Hour
Highway Department CDL/Heavy MEO (Michael Rougia)	\$28.08	Per Hour
Highway Department CDL/MEO III (James Carlton)	\$26.00	Per Hour
Highway Department CDL/MEO II (Paul Terry)	\$24.44	Per Hour
Highway Department CDL/MEO I (Joshua McCrea)	\$22.88	Per Hour
Highway Department CDL/MEO I (Joshua Ricci)	\$22.88	Per Hour
Highway Department Laborer (2) (Dylan Charbonneau and Connor Dayton)	\$20.80	Per Hour

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #11-2024

RESOLVED, that Zbigniew Lubas be and he is hereby reappointed as Highway Superintendent for the year 2024 and that the annual salary for said position be set at \$72,800 to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #12-2024

RESOLVED, that Benjamin Akin be and he is hereby reappointed as Building Inspector and Code Enforcement Officer for 2024 and that the salary for said position be set at \$31.75 per hour to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #13-2024

RESOLVED, that David Woodin be and he is hereby reappointed as Chairman of the Waterford Planning Board for the year 2024 and that the annual salary for said position be set at \$4,138 per year to be paid in monthly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #14-2024

RESOLVED, that David Woodin be and he is hereby reappointed as Planning Director for the year 2024 and that the annual salary for said position be set at \$33,718 to be paid in monthly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #15-2024

RESOLVED, that Carl Benoit be and he is hereby reappointed as Chairman of the Waterford Zoning Board of Appeals for the year 2024 and that the annual salary for said position be set at \$2,861 per year to be paid in quarterly installments by the Supervisor without the necessity of pre-audit by the Town Board and that William Fredette be and he is hereby reappointed as member of the Zoning Board of Appeals at a salary of \$80.12 per meeting commencing immediately and ending on December 31, 2028 and that the salary for said position be paid in monthly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #16-2024

RESOLVED, that the 2024 salaries for all Planning Board members and Zoning Board of Appeals members not set by any other resolution, be set at \$80.12 per meeting; and that the 2024 salaries for members of the Board of Assessment Review, not set by any other resolution, be set at \$84.30 per meeting. All of the above salaries are to be paid in monthly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #17-2024

RESOLVED, that Darci Kane be and she is hereby reappointed as part-time secretary to the Zoning Board of Appeals for the year 2024 at a salary of \$2,604 to be paid in monthly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #18-2024

RESOLVED, that the regular monthly meeting of the Waterford Town Board for the year 2024 will be held on the first Tuesday of each month at 7:00 P.M.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #19-2024

RESOLVED, that the Waterford Branch of Pioneer Savings Bank, be and it is hereby designated as the Official Depository in which the Supervisor, the Town Clerk, Tax Collector, Town Justices, and Deputy Supervisor shall deposit all monies coming into their hands by virtue of their office.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #20-2024

RESOLVED, that the mileage rate used to reimburse all Town employees and elected officials required to use their personal automobiles for traveling to conduct Town Business during 2024 be set at the level established by the Internal Revenue Service.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #21-2024

RESOLVED, that the Supervisor of the Town of Waterford be and he is hereby authorized to pay invoices of the Verizon Wireless, Verizon, Benetech(HRA Program), Empire Blue Cross, National Grid, Office of the State Comptroller, Pitney Bowes Financial Services, County Waste, CDPHP, NYS Unemployment Insurance, Charter Communications, Arch Insurance Group, Firstlight Fiber, New York State and Local Retirement System, Pair Networks, Inc., Town Tax Collector, Pitney Bowes Bank Inc. Reserve Account, US Postal Service, and the Waterford Rescue Squad without the necessity of pre-audit by the Town Board, and to make such payments on the bonded indebtedness as have been appropriated by the Town Board without the necessity of a pre-audit by the Town Board for the year 2024.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #22-2024

RESOLVED, that the Gazette Newspaper published in Schenectady, New York is hereby designated as the official newspaper for the Town of Waterford for the year 2024.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #23-2024

RESOLVED, that the Town Board of the Town of Waterford does hereby approve a telephone banking transfer as well as an on-line transfer authorization between Pioneer Commercial Bank and the Town of Waterford.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #24-2024

RESOLVED, George Quick be and he is hereby reappointed as Fire Inspector for the Town of Waterford for the year 2024 and that the salary for said position be set at \$2,455 annually to be paid in quarterly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #25-2024

RESOLVED, that Frank McClement be and he is hereby reappointed as a member of the Saratoga County Youth Board for the year 2024.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #26-2024

RESOLVED, that the following holidays will be designated as "Official Holidays" for the year 2024 for all non-union employees.

HOLIDAYS

New Year's Day-(1/1/24)
Martin Luther King Birthday (1/15/24)
President's Day (2/19/24)
Memorial Day (5/27/24)
Juneteenth Day (6/19/2024)
Independence Day (7/4/24)
Labor Day (9/2/24)
Columbus Day (10/14/24)
Veterans Day (11/11/24)
Thanksgiving Day (11/28/24)
Day after Thanksgiving (11/29/24)
Christmas Day (12/25/24)

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION # 27-2024

RESOLVED, that there be established an investigation fund to provide monies for use by the police department in the course of investigations, and that the amount of such fund not exceed \$500.00 at any time, and that appropriate measures be taken by the Supervisor and the Budget Officer to provide for such funds for the year 2024.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #28-2024

WHEREAS, the Department of Environmental Conservation of the State of New York is responsible for the protection of the water resources of certain classified waters in New York State as set forth in Part Three of Article V of the Conservation Law, and

WHEREAS, this Memorandum of Understanding between the department of Environmental Conservation of the State of New York and the Town of Waterford established an agreement of Cooperation between the parties hereinafter insofar as the Highway is concerned,

NOW, THEREFORE BE IT

RESOLVED, that the Supervisor of the Town of Waterford be and he is hereby empowered to sign the Memorandum of Understanding on behalf of the Town of Waterford and the Highway Department, and be it further

RESOLVED, that this Memorandum of Understanding shall take effect immediately upon its acceptance by the Department of Environmental Conservation.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #29-2024

RESOLVED, that Rachael Holbrook, as the Sole Assessor for the Town of Waterford, be paid a salary of \$41.60 per hour with a maximum number of hours to be worked weekly of 18 for the year 2024. Said employee will be paid in weekly installments by the Supervisor without necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #30-2024

RESOLVED, that James Callaghan be and he is hereby reappointed as the Assessor's Clerk at a salary of \$22.20 per hour for 2024 to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #31-2024

RESOLVED, that Torri Van Nostrand be and she is hereby reappointed as part-time Recreation Director for the year 2024 at a salary of \$19.11 per hour to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board and that Mary Stalker be reappointed as part-time Events Coordinator for the year 2024 at a salary of \$19.11 per hour to be paid in bi-weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #32-2024

RESOLVED, that Jeffrey St. Denis be and he is hereby reappointed as full-time Animal Control Officer for the Town for the year 2024 at a salary of \$46,934 to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #33-2024

RESOLVED, that Dennis Carnevale be and he is hereby reappointed as part-time Cemetery Caretaker for the Town of Waterford for the year 2024 at a salary of \$8,427 to be paid in monthly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #34-2024

RESOLVED, that Jeffrey Cleary be and he is hereby reappointed as full-time Canal Visitor Center Director for the year 2024 at a salary of \$58,493 to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #35-2024

RESOLVED, that Andrew Walters be and he is hereby reappointed as Chauffeur for the year 2024 for the Town of Waterford at a salary of \$24.44 per hour to be paid in weekly installments by the Supervisor without necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #36-2024

RESOLVED, that Tracy Weir be and she is hereby reappointed as Police Matron for the Town of Waterford for the year 2024 and that the salary for said position be set at \$23.22 per hour to be paid in bi-weekly installments without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #37-2024

RESOLVED, that Andrew Walters be and he is hereby reappointed as Custodian for the Town Hall for the year 2024 at a salary of \$24.44 per hour and Custodian for the Community/Senior Center for the year 2024 at a salary of \$24.44 per hour to be paid in weekly installments without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #38-2024

RESOLVED, that the following individuals be and they are hereby reappointed to the Capital Resource Corporation Board: John Lawler, J. Christopher Callaghan, William Coutu and David Ball.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #39-2024

RESOLVED, that Patrick O'Connell be and he is hereby reappointed to provide weapons training and certification for the year 2024 to the Waterford Police Department in accordance with DCJS standards and to maintain all records and respond to requests for information at an annual salary of \$2,164 to be paid in quarterly installments without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #40-2024

RESOLVED, that Stacey Clement be and she is hereby reappointed as part time Aide to the Town Supervisor's Office for the year 2024 at a salary of \$19.76 per hour to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

January 2, 2024- Town Board Meeting

RESOLUTION #41-2024

RESOLVED, that Town Clerk Mary Shannon Carrigan be and is hereby reappointed as Registrar of Vital Statistics and Records Access Officer for the Town of Waterford; and

Be It Further Resolved, that Deputy Town Clerk Christina McClement be and is hereby reappointed as Deputy Registrar of Vital Statistics and Records Access Officer for the Town of Waterford.

Offered by

Seconded by

Councilman Boudreau

Councilman Bruso

Councilwoman Marble

Councilman McClement

Supervisor Ball

RESOLUTION #42-2024

RESOLVED, that William Coutu be and he is hereby appointed to the temporary position of Aide to the Town Budget Officer at a salary of \$75.00 per hour to be paid in weekly installments by the Supervisor without necessity of pre-audit by the Town Board.

Offered by

Seconded by

Councilman Boudreau

Councilman Bruso

Councilwoman Marble

Councilman McClement

Supervisor Ball

RESOLUTION #43-2024

RESOLVED, that the Town Board of the Town of Waterford hereby authorizes the Town Supervisor to execute an agreement in the amount of 11,290.00 with Delaware Engineering, D.P.C. for environmental monitoring at the closed Town of Waterford landfill for 2024.

Offered by

Seconded by

Councilman Boudreau

Councilman Bruso

Councilwoman Marble

Councilman McClement

Supervisor Ball

RESOLUTION #44-2024

RESOLVED, that David Woodin, Carl Benoit and Peter Fletcher be and they are hereby authorized to attend the Annual Saratoga County Planning and Zoning Conference on Wednesday January 31st, 2024 to be held at the Saratoga Springs City Center with a registration fee of \$75.00 per person.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #45-2024

RESOLVED, that the Town Board of the Town of Waterford hereby allows Tony Lubas to carry over an additional 35 hours of vacation time into 2024. These vacation hours are over and above the 40 vacation hours authorized to be carried over per the Town's Employee Handbook. The additional 35 hours of vacation time were not utilized during 2023 due to an increased workload and staffing issues; and

Be It Further Resolved, that Town Board of the Town of Waterford hereby allows Craig Falcone to carry over an additional 40 hours of vacation time into 2024. These vacation hours are over and above the 40 vacation hours authorized to be carried over per the Town's Employee Handbook. The additional 40 hours of vacation time were not utilized during 2023 due to an increased workload and staffing issues

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #46 -2024

RESOLVED, that Jeremy Krug be and is hereby appointed as Alternate Member of the Town of Waterford Planning Board for a term of three years ending December 31, 2026.

Offered by
Seconded by

Councilman Boudreau

Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #47-2024

RESOLVED, that Nicole Sullivan be and is hereby appointed as full time Clerk to the Town Justices at a salary of \$25.00 per hour effective January 8, 2024 to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #48 -2024

RESOLVED, that the Town Board of the Town of Waterford hereby approves the attached 2023 Budget Amendments:

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

R 43-2024



Delaware Engineering, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1280
Fax: 518.452.1335

December 8, 2023

Mr. John E Lawler
Supervisor Town of Waterford
65 Broad Street
Waterford, NY 12188

Re: Cost Estimate 2024 Landfill Monitoring/Reporting

Dear Supervisor Lawler:

Delaware Engineering is pleased to provide you with the following proposal for environmental monitoring at the closed Town of Waterford landfill for the 2024 monitoring period. Our proposed scope of services is as follows:

- A. Collection and analysis of ground water samples from four monitoring wells (MW-1D, MW-2S, MW-2D, MW-3D) and one surface water sample (SW-1) in April and October. The April samples will be analyzed for the Part 360 baseline parameters and the October samples will be analyzed for the Part 360 routine parameters.
- B. A Combustible gas survey around the perimeter of the landfill will be conducted during each monitoring event. Percent lower explosive limit (LEL) readings will be obtained from temporary monitoring points installed every 100 feet around the perimeter of the landfill. At locations where the percent LEL exceeds 0.5 percent, a second sampling point 25 feet beyond the first will be analyzed for percent LEL.
- C. Preparation of two monitoring reports that presents the results of the sampling and analytical data.
- D. A landfill inspection will be conducted as part of each monitoring event. The landfill inspection will consist of a visual inspection of the landfill cover, drainage, and gas venting system and the absence/presence of any visible leachate seeps.
- E. Compilation of all ground water analytical data into an environmental database containing all landfill ground water and surface water analytical data will be completed.

Our proposed costs for implementing the 2024 landfill monitoring as outlined above is \$11,290. A Professional Services Agreement (PSA) is attached for your signature.

If you have any questions regarding this proposal please contact me at (518) 452-1290 or via email at

bzimmer@delawareengineering.com. We look forward to working with the Town on this project.

Sincerely,

Brent Zimmer

Brent Zimmer

Attachments: PSA

Cost Estimate Table

DELAWARE ENGINEERING, D.P.C.

28 Madison Avenue Extension, Albany, New York 12203 Phone (518) 452-1290/FAX (518) 452-1335

PROFESSIONAL SERVICES AGREEMENT

Town of Waterford Landfill 2024 Environmental Monitoring and Reporting

This Agreement is by and between

Town of Waterford
65 Broad Street
Waterford, NY 12188

and,

Delaware Engineering, D.P.C. ("ENGINEER")
28 Madison Avenue Extension
Albany, New York 12203

Who agree as follows:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

APPROVED FOR ENGINEER

By: _____

By: *Brent Zimmer*

Printed Name: _____

Printed Name: Brent Zimmer

Title: _____

Title: Senior Technician

Date: _____

Date: December 8, 2024

DELAWARE ENGINEERING, D.P.C.

28 Madison Avenue Extension, Albany, New York 12203 Phone (518) 452-1290/FAX (518) 452-1335

PART I ENGINEER'S RESPONSIBILITIES

ENGINEER shall implement the environmental monitoring and reporting for the Town of Waterford's closed landfill. Tasks are summarized below. Either the ENGINEER or the CLIENT may terminate this Agreement by giving the other party thirty (30) days written notice.

- A. Collection and analysis of ground water samples from four monitoring wells (MW-1D, MW-2S, MW-2D, MW-3D) and one surface water sample (SW-1) in April and October. The April samples will be analyzed for the Part 360 routine parameters and the October samples will be analyzed for the Part 360 baseline parameters.
- B. A Combustible gas survey around the perimeter of the landfill will be conducted during each monitoring event. Percent lower explosive limit (LEL) readings will be obtained from temporary monitoring points installed every 100 feet around the perimeter of the landfill. At locations where the percent LEL exceeds 0.5 percent, a second sampling point 25 feet beyond the first will be analyzed for percent LEL.
- C. Preparation of two monitoring reports that presents the results of the sampling and analytical data.
- D. A landfill inspection will be conducted as part of each monitoring event. The landfill inspection will consist of a visual inspection of the landfill cover, drainage, and gas venting system and the absence/presence of any visible leachate seeps.
- E. Compilation of all ground water analytical data into an environmental database containing all landfill ground water and surface water analytical data will be completed.

PART II COMPENSATION, BILLING AND PAYMENT

CLIENT shall pay the ENGINEER for Services pursuant to the December 8, 2024 proposal from Mr. Brent Zimmer to Town Supervisor John Lawler. Cost for implementation of the tasks listed in Part I not to exceed an estimated cost of \$11,290.

Town of Waterford 2024 Landfill Monitoring									
Labor Classification		3 Senior Engineer/Scientist I 4 Engineer/Scientist I		5 Technician II 6 Designer/CAD Tech		7 Technician I 8 Word Processor		Total Hours	Cost Estimate
1 Principal Engineer/Scientist 2 Senior Engineer/Scientist II									
LABOR SCHEDULE									
TASK HOUR BY STAFF CLASSIFICATION									
Task/Activity Description	1	2	3	4	5	6	7	8	
1.0 Semi-Annual Reporting				25		6			31
2.0 Semi Annual Sampling				29					29
3.0 Laboratory Analytical									
4.0 Expenses									
Total Hours		0		54		6			60
Total Labor and Expense Cost									\$11,290

BUDGETARY COST ESTIMATE SUMMARY

TASK	
Semi-Annual Reports Labor	\$960
Semi-Annual Sampling	\$4,930
Laboratory Analytical Expenses	\$4,500
	\$900
TOTAL	\$11,290

TOTAL PROJECT COST **\$11,290**

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PART III STANDARD TERMS AND CONDITIONS

DELAWARE ENGINEERING, D.P.C.

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1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (1) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT.

ENGINEER agrees to indemnify, defend and hold harmless the CLIENT and its respective officers, employees, agents and representatives, from and against any and all liability for all claims, losses, damages and expenses, including reasonable attorney fees, to the extent that such claims, losses, damages, or expenses are caused by ENGINEER's negligent acts, errors or omissions.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

Continuing Services Agreement

Rev 9/98

SAVE THE DATE



WEDNESDAY – JANUARY 31, 2024
Saratoga Springs City Center

Registration Fees prior to January 12, 2024:

\$75 for Saratoga County residents and businesses

\$90 Attendees from outside Saratoga County

\$120 all Registrations after
January 12, 2024

Fee includes morning and afternoon breaks, lunch, all training sessions and parking

We want to thank the 2023 Sponsors and Exhibitors



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Updates can be found on our website
www.saratogacountyny.gov/planningconference