



**AGENDA**  
**WATERFORD TOWN BOARD MEETING**  
**February 6, 2024**

1. **Call to Order and Call of the Roll**
2. **Communications and Petitions**
3. **Action on the minutes of previous meetings as follows:**  
Town Board Meeting and Organizational Meeting of January 2, 2024, Special Meeting of January 8, 2024 and Agenda and Special Meeting of January 30, 2024.
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 #51-2024	Resolution to authorize the Town Supervisor to sign an agreement with Nan Stolzenburg d/b/a Community Planning & Environmental Associates
Resolution #52-2024	Resolution to authorize the Town Supervisor to sign a contract with Old Saratoga Associates LLC for pollution control at Sugarloaf Pond.
Resolution #53-2024	Resolution to authorize the Town Supervisor to apply for a Household Hazardous Waste State Assistance Grant
6. **Other Business**

**February 6, 2024 Town Board Meeting**

**RESOLUTION #51-2024**

RESOLVED, that the Town Supervisor be and he is hereby authorized to sign an agreement with Nan Stolzenburg d/b/a Community Planning & Environmental Associates as a consultant to the Town to provide additional planning expertise to the Town Planning Board and Zoning Board as defined in the agreement

Offered by  
Seconded by

Councilman Boudreau  
Councilman Bruso  
Councilwoman Marble  
Councilman McClement  
Supervisor Ball

**RESOLUTION # 52-2024**

RESOLVED, that the Town Supervisor be and he is authorized to sign a contract with Old Saratoga Associates LLC for pollution control/pond maintenance at Sugarloaf Pond for algae control and pondweed control for the 2024 season at a cost of \$4,410.00.

Offered by  
Seconded by

Councilman Boudreau  
Councilman Bruso  
Councilwoman Marble  
Councilman McClement  
Supervisor Ball

**RESOLUTION 53-2024**

RESOLVED, that the Town Supervisor be and he is hereby authorized to apply for a Household Hazardous Waste State Assistance Grant through the NYS Department of Environmental Conservation.

Offered by Councilman Boudreau  
Seconded by Councilwoman Marble

Councilman Boudreau  
Councilman Bruso  
Councilwoman Marble  
Councilman McClement  
Supervisor Ball

## CONSULTING AGREEMENT

**THIS AGREEMENT**, dated the \_\_\_\_th of January 2024, between Nan C. Stolzenburg d/b/a Community Planning & Environmental Associates, with offices located at 152 Stolzenburg Road, Berne, NY 12023, (hereinafter, the "Consultant") and the Town of Waterford, (hereinafter, the "Town").

**WHEREAS**, the Town desires to have additional planning expertise available to assist in the review of applications to the Planning Board and Zoning Boards of Appeals, and to enhance their ability to conduct planning in the Town, and

**WHEREAS**, the Town desires to engage the services of Consultant as an Independent Contractor to assist them in enhancement of these planning activities in the Town, and

**WHEREAS**, the Consultant desires to provide certain professional services to the Town as more fully set forth herein.

**NOW, THEREFORE**, the Town and the Consultant agree as follows:

1. **SERVICES TO BE PROVIDED BY THE CONSULTANT:** The Consultant agrees to assist the Town with this planning effort detailed in the scope of work attached hereto and made part hereof as Exhibit "A". This proposal outlines a scope of work and estimated fees that shall be agreed upon between the Consultant and the Town. Any agreed upon Scope of Work in addition to the proposal shall also be made part of this consulting agreement.

2. **SERVICES TO BE PROVIDED BY the Town:** the Town agrees to provide support to the Consultant to accomplish the scope of work, including; 1) maintaining records of meetings, 2) providing town or site specific information as needed such as applications, maps, plans, studies or other documents, 3) arrange for all public meetings and notices, and 4) provide legal review of documents as needed.

3. **CONSULTANT ROLE:** It is recognized that the Consultant will work closely with

the Planning Board, Zoning Board of Appeals, Building Inspector, attorneys, staff, and other consultants. It is agreed that only elected or appointed officials of the Town shall undertake final approval of any project deliverables. It is further agreed that the neither the Consultant, its agents or employees nor anyone sub-contracted by the consultant shall have the authority pursuant to this agreement to be a Town spokesperson for any media outlet for any aspect of work covered by this scope. However, it is agreed, that upon request of the Town, the Consultant will have the authority to comment and discuss the project with the media as deemed necessary by the Town.

4. **FEES AND COSTS:** The consultant's total fees for the project pursuant to this agreement shall not exceed \$145.00 per hour as more fully detailed in Attachment A. The contract shall terminate on December 31, 2024 and may be mutually renewed annually.

5. **BILLING AND PAYMENT:** The Town agrees to accept responsibility for payment of all invoices. Consultant will bill the Town monthly as the project progresses with payment due to the Consultant within 45 days. The monthly bill shall consist of a summary of direct labor hours by Consultant identified for each project, plus a listing of reimbursable costs incurred, along with any necessary voucher as may be required by the Town. The Consultant will submit invoices to the Chief Fiscal Officer of the Town. The Town agrees to provide Consultant with any necessary paperwork required for invoicing or other municipal billing procedures.

6. **CHANGES TO THE SCOPE OF WORK, FEES AND COSTS:** The parties herein recognize that during the course of the project, additional studies, surveys, reviews, tasks, or costs may arise that are outside of the scope of the parties' agreement. It is agreed that any additional work beyond the scope of the parties' agreement, as attached herein shall not take place until such work is authorized in a fully executed amendment to this agreement between the Consultant and the Town outlining such additional work.

7. **EMPLOYMENT OF SUBCONTRACTORS:** It is agreed that the Consultant may utilize the services of other professionals to complete the project as outlined in Exhibit A. These professionals will be retained, as sub-contractors to the Consultant and the Consultant will

bear all costs, fees and charges for any such work, with no increase to the price the Consultant has agreed to charge the Town, which includes such costs. The consultant agrees to provide proper receipts, vouchers, invoices, or other documentation to the Town as needed to detail these expenses.

**8. NON-DISCRIMINATION REQUIREMENTS:** In accordance with Section 220-e of the Labor Law, Sections 291-299 of the Executive Law, and the Civil Rights Law, the Consultant will comply with equal opportunity requirements and not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sex, disability, genetic predisposition or carrier status, or marital status. The Consultant represents that it is certified by New York State as a woman-owned business.

**9. ACCEPTANCE OF WORK PRODUCT:** For purposes of this contract, the Town shall determine acceptability of work done by the Consultant. The Town's approval of the Consultant's work product shall not be unreasonably withheld. Maps, hard copy and digital files of all maps and text, where applicable, shall become the property of the Town. All text provided by Consultant shall be in a digital format appropriate to the Town's future applications.

**10. INSURANCE:** The Consultant agrees to maintain a Public Liability Insurance Policy in an amount no less than \$1,000,000.00. An appropriate automobile insurance policy will be in place for all automobiles used by the consultant, consultant's employees and subcontractors traveling to and from the Town of Waterford on business relating to this contract. All employees and subcontractors will be covered by the Consultant's, or their own, Liability Insurance Policies and Worker's Compensation Insurance. Consultant can provide the Town with Certificates of Insurance as proof that such insurance coverage has been obtained, if requested.

**11. TERMINATION:** Either party may terminate without cause at any time with 30 days notice to the other. The parties may also terminate this Agreement for cause stemming from a material breach of the Agreement. In the event that the Town terminates this agreement for any other reason prior to the completion of the Consultants work, the

Consultant shall be entitled to reimbursement for all work performed and expenses incurred within the scope of this agreement, up to the date of the notice of termination, as well as any other damages to which consultant may be entitled by law. The Town shall be entitled to all work products prepared and any written research or work product in progress provided the Town is not in material breach of this Agreement and has paid for all work performed and expenses incurred, up to the date of any notice of termination.

## **12. MISCELLANEOUS:**

- a. Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by Consultant, and approved and signed by the Town.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- c. Agreement May Not be Assigned. The Consultant and the Town covenant not to assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld.
- d. Entire Agreement. This Agreement, and any attachments hereto, contain all the terms, promises, covenants, conditions and representations made or entered into by and between Consultant and the Town with regard to the transactions contemplated herein, and supersede all prior discussions and agreements, whether written or oral, between Consultant and the Town with respect thereto.
- e. Modification or Amendment. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by both Consultant and the Town with the formalities hereof.

- f. No Waiver. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving such breach and no such waiver shall in any way affect any term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

*Nan C. Stolzenburg*

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Nan C. Stolzenburg d/b/a

Community Planning & Environmental Associates

Dated: January 8, 2024

Town of Waterford

By: \_\_\_\_\_

Dated: \_\_\_\_\_

## **Attachment A**

### **Scope of Work**

Work is performed under the general direction of the Planning Director, Planning Board, and Building Inspector in accordance with prevailing policies, laws, regulations and rules applicable to specific areas of planning and zoning in the Town of Waterford.

#### **Summary of Responsibility:**

Upon request by the Planning Department, review site plan, special use permit, subdivision, boundary line adjustment, appeals and variance applications. Provide written comments on such application for the Planning Board or ZBA, as the case may be, for those boards to initiate and continue their project review pursuant to local Town laws. Do site visits when needed. Attend Planning Board or ZBA meetings when requested.

#### **Essential Functions of Planning Consultant:**

1. Accept applications referred from the Planning Director and review all materials, plans, maps, and other submitted documents.
2. Make comments on consistency of all referred applications with zoning and subdivision regulations.
3. Provide review memo incorporating preliminary comments for the Planning Board or the Zoning Board of Appeals. For applications to the Planning Board or Zoning Board of Appeals, review materials provided to determine if initial application is complete or requires additional information prior to going to the review board and prepare memo to Board on compliance with design standards and other regulations, recommendations regarding SEQR status, and need for additional consultant reviews and escrow requirements. Coordinate with Planning and building staff and such other consultants as may be needed.
4. Coordinate with Planning Director to prepare necessary resolutions including, but not limited to Completeness, SEQR (Action, Coordinated Review, Lead Agency, Determination of Significance), LWRP or others as may be needed through Town Planning process.
5. On a project by project basis, and when more in-depth review or time is needed, provide more in-depth review of site plans, subdivision plans, special permit applications or variance requests beyond the preliminary review, and attend Planning Board and/or ZBA meetings for such applications. Such review will take place when escrow for that project is established. When tasks involve applicant escrow work, hours and time spent shall be accounted for separately from other, regular planning efforts outlined in this scope.
6. Submit project materials to Planning Board or ZBA in a timely manner prior to their meeting.

7. Review and comment on proposed Planning Board and ZBA Decisions and SEQR resolutions, in consultation with attorney and engineer.
8. Provide technical support to the Planning Board and the Zoning Board of Appeals including any training that may be needed or desired.

2024 Fees

Nan C. Stolzenburg \$145 per hour

Rick Lederer-Barnes (GIS Planner) \$100 per hour

Travel: \$0.67 per mile travel to Town from Berne, NY

# Invoice



Old Saratoga Associates LLC
7 Canfield Court
Gansevoort, New York 12831-2453
Phone: (518) 857-3499 Fax: (518) 584-4094

Email address: kevin.mccarty01@outlook.com  
 Pesticide #: C5806077  
 Business License: 10483

Inv. Date	1/18/2024	Contact	Lubas, Tony	Cust ID	170
invoice #	4536	Employee	MCCARTY, KEVIN	Date Finished	
Date Rec'd	1/18/2024	Terms	Upon Receipt	PO Number	

Town of Waterford	Make/Model	
65 Broad St	Description	
Waterford, NEW YORK 12188-		

## Parts:

Part Name	Part Description	Quantity	Unit Price	Subtotal
Town of Waterford Sugarloaf Pond 2024	Annual Pond Maintenance and Permit process.	1	\$4,410.00	\$4,410.00
<b>Grand Total</b>				<b>\$4,410.00</b>

## Labor:

Subtotal	\$4,410.00
Sales Tax	\$0.00
Workorder Total	\$4,410.00
Total Payments	
Amount Due	\$4,410.00