



**AGENDA**  
**WATERFORD TOWN BOARD MEETING**  
**May 3, 2022**

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 of April 5, 2022 and Agenda Meeting of April 26, 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 appoint Matthew Gibbins as Police Officer
  - B. Resolution to appoint Darci Kane as Zoning Board of Appeals Secretary
  - C. Resolution to authorize the Town Supervisor to sign a Household Hazardous Waste Collection Agreement with Care Environmental Corp. for 2022.
  - D. Resolution to authorize the Town Supervisor to sign an agreement with Pan American Dragon Boat Association in the amount of \$9,516.00
  - E. Resolution to hire Nicole David as Assistant Pool Director
6. **Other Business**

C.

## **HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between The Town of Waterford (hereinafter "Community"), and Care Environmental Corp (hereinafter "Care Environmental").

Community and Care Environmental hereby agree as follows:

1. On TBD, in Waterford, New York, Care Environmental shall have present trained personnel, supplies, equipment to handle, containerize, label, load and transport all collected material for disposal in a manner which conforms to state and federal laws and regulations.
2. The Community agrees to pay Care Environmental for services listed in accordance with the pricing schedule (see attachment). The Community coordinator must be always present and will be responsible for terminating the collection program when the contract limit has been reached. Community agrees to pay Care Environmental within thirty (30) days of mutually agreed upon invoice receipt.
3. The Community shall provide a person in charge to direct traffic and to maintain order throughout the collection program.
4. Care Environmental shall accept only household hazardous waste for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
5. Care Environmental shall be deemed to be the "generator" and take "title" of all Wastes accepted throughout the collection program.
6. Care Environmental shall transport for disposal all waste which is collected. Such waste will be transported to a licensed facility for processing. Care Environmental will perform all services under this agreement in a safe, efficient, professional and lawful manner.

7. Care Environmental represents that it shall possess on the day of collection:
- a. A valid EPA Identification number for generation and transportation of hazardous wastes.
  - b. A valid state transporters license and vehicle identification device for each vehicle for transportation of hazardous wastes.
  - c. All insurance coverages listed in the insurance section of the RFP.
8. The Community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.
9. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:  
Town of Waterford  
35 South Street  
Waterford, New York 12188  
ATTN: Tony

To Care Environmental:  
Care Environmental Corp.  
1620 State Highway 57  
Unit A  
Hackettstown, NJ 07840  
ATTN: Francis J. McKenna, Jr. President

10. The validity, interpretation and performance of this Agreement shall be in accordance with the specifications listed in the RFP and constructed in accordance with the laws of The State of New York.
11. IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representative.

**Town of Waterford, NY**  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Care Environmental Corp.**  
Signature: \_\_\_\_\_  
By: Francis J. McKenna, Jr.  
Title: President  
Date: 2/21/22

## 2022 PRICING PAGE FOR TOWN OF WATERFORD, NY

TRANSPORTATION FEE: \$1,000.00

SMALL PROPANE	55 GAL	\$110.00
AEROSOLS	CU YD BOX	\$410.00
BULK PAINT	55 GAL	\$120.00
BULK FLAMMABLE LIQUID	55 GAL	\$120.00
LAB PACK FLAMMABLE LIQUID	CU YD BOX	\$410.00
FLAMMABLE SOLID	5 GAL	\$200.00
OXIDIZING LIQUID/SOLID	55 GAL	\$250.00
PESTICIDE LIQUID/SOLID	55 GAL	\$250.00
CORROSIVE ACID/BASE	55 GAL	\$220.00
MERCURY	5 GAL	\$200.00
ANTIFREEZE	55 GAL	\$120.00
MOTOR OIL	55 GAL	\$120.00
HHW BATTERIES	55 GAL	\$115.00
FLOURESCENT BULBS	LN FT	\$ 0.30

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Francis J. McKenna, Jr.  
President

D.



Pan American Dragon Boat Association  
 1512 E 12th Avenue Unit 108  
 Tampa, FL 33605  
 (813) 600-8642

**DRAGON BOAT EQUIPMENT RENTAL & SERVICES AGREEMENT**

<b>CUSTOMER</b>	Town of Waterford	<b>CONTACT</b>	John Lawler - Town Supervisor
<b>EVENT NAME</b> <b>EVENT DATE</b>	Waterford Dragon Boat Festival August 6, 2022	<b>MOBILE</b> <b>EMAIL</b>	(518) 391-9350 lawlerj@town.waterford.ny.us
<b>ADDRESS</b>	65 Broad Street Waterford, NY 12188	<b>EVENT LOCATION</b>	Waterford NY Riverfront

**SUMMARY OF EQUIPMENT & SERVICES**

<b>ADMINISTRATIVE SERVICES</b>				
	Use of Pan Am Registration Service	300	0	\$0.00
	Practice Calendar set up and admin	200	0	
	Email Marketing Service	200	0	
	Newsletter	200	0	
	Pre-Event Bulletins	200	0	
	<b>TOTAL</b>			<b>\$0.00</b>
<b>BOAT RENTALS &amp; DELIVERY</b>				
	Practice Boat Rental (boat/days)	180	4	\$720.00
	Race Day Boat Rental	600	4	\$2,400.00
	Equipment Delivery	2150	1	\$2,150.00
	<b>TOTAL</b>			<b>\$5,270.00</b>
<b>RACE OFFICIALS</b>				
	Chief Official - Race Director	475	1	\$475.00
	Video Technician / Statistician	325	0	\$0.00
	Race Starter	325	1	\$325.00
	Race Referee	325	1	\$325.00
	Head Team Marshall	325	1	\$325.00
	<b>TOTAL</b>			<b>\$1,450.00</b>
<b>STAFF</b>				
<b>TRANSPORTATION</b>				
	Chief Official - Race Director	500	1	\$500.00
	Video Technician / Statistician	500	0	\$0.00
	Race Starter	500	1	\$500.00
	Race Referee	500	1	\$500.00
	Head Team Marshall	500	1	\$500.00
	Equipment Tech	150	0	\$0.00
	Staff Venue Transportation Rental Vans	250	1	\$250.00
	<b>TOTAL</b>			<b>\$2,250.00</b>
<b>COACHING &amp; STEERING</b>				
	Coaches for Practice Sessions (coach/days)	250	4	\$1,000.00
	Steerspersons for Race Day	350	4	\$1,400.00
	<b>TOTAL</b>			<b>\$2,400.00</b>



<b>RACE COURSE RENTAL &amp; INSTALLATION</b>			
Number of Lines (Course / 50) INCLUDED	200	4	\$0.00
<b>TOTAL</b>			<b>\$0.00</b>
<b>OTHER EQUIPMENT &amp; SERVICES</b>			
Create and Manage Race Schedule	400	0	\$0.00
Flat Screen Monitor Race Schedule Display	500	0	\$0.00
Loading Dock Rental (30' finger with ramp)	500	0	\$0.00
Start Dock Rental (8' x 10' platform)	250	0	\$0.00
500w Sound System - 2 speakers, mic	220	0	\$0.00
<b>TOTAL</b>			<b>\$0.00</b>
<b>CONTRACT TOTAL</b>			<b>\$11,370.00</b>
<b>2020 CREDIT</b>			<b>\$1,854.00</b>
<b>NEW TOTAL</b>			<b>\$9,516.00</b>
Deposit Payment 1/3 - Payable on execution of contract			\$3,172.00
Interim payment 1/3 60 days prior to the festival			\$3,172.00
Final Payment - Payable on August 8			\$3,172.00

**1. DESCRIPTION OF RENTALS & SERVICES**

**a. PRACTICE BOAT RENTAL**

Practice boat rental(s) includes launching & moving of boats to customer mooring location; Securing of boats to mooring dock; Inspection of mooring dock for safety & fit-for-use compliance; Counting & inspection of accessories (Paddles/PFD's/Steering Oar); Confirming daily storage/security of equipment; Confirming insurance coverage & competency of handlers & steerspersons.

**b. RACE BOAT RENTAL**

Race day boat rental(s) include launching & moving of boats to customer mooring location; Securing of boats at mooring area; Inspection of mooring area for safety & fit-for-use compliance; Counting, inspection and installation of accessories including (Paddles/PFD's/Steering Oar/Dragon Head & Tail/Drum/Race #'s); Repair of equipment during race day as necessary; Loading of boats and counting/packing of equipment at the conclusion of the event.

**c. RACE OFFICIALS**

Provision of Race Officials includes securing and coordination of TECHNICAL STAFF with the required skill set and experience level to suit your event. Pan Am provides all contracted officials and their travel needs which may include flights and/or personal vehicle mileage, fuel costs, rental cars/vans, parking, airline seat upgrade fees, taxi/Uber fares. Accommodation is not included and must be provided by the customer as required. See Section 2.i. Under this agreement Pan Am will provide the following Race Officials for the CUSTOMER event: 1. Chief Official - 2. Starter - 3. Referee - 4. Team Marshal

**d. COACHING & STEERING**

Provision of Coaches and Steerspersons includes securing contracted staff with the required skill set and experience level to suit your local teams. Pan Am will provide all contracted coaches/steerspersons and their travel needs which may include flights and/or personal vehicle mileage, fuel costs, rental cars/vans, parking, airline fees, taxi/Uber fares. Accommodation for Coaches & Steerspersons is not included in this agreement and must be provided by the customer as required. See Section 2.i. Under this agreement Pan Am will provide the following coaches and steerspersons for the CUSTOMER event: 1. 2 coaches for 2 team practice days 2. 4 steerspersons for race day

**e. RACE COURSE**

Pan Am will provide and install an ~300m x 4 lane race course utilizing ropes-chains-buoys-concrete blocks. The course will be square with even distance lanes measured with a GPS device to within .5 meters. CUSTOMER must provide Pan Am with a utility Jon boat and driver from 8:00 A.M. on Friday, August 5th through 7:00 P.M. on Saturday, August 6th.



**f. OTHER EQUIPMENT & SERVICES (Race Schedule)**

Pan Am will develop the race schedule approximately one week prior to the event in consultation with the CUSTOMER. The CUSTOMER shall provide a final list of teams and their racing categories to Pan Am ~2 weeks prior to the event. On race day Pan Am will post the race schedule with live updates at [results.panamdragonboat.com/waterford](http://results.panamdragonboat.com/waterford). Pan Am will provide ongoing race results and progressions during the event including a copy of final results to the CUSTOMER at the end of the event.

**2. GENERAL TERMS & OBLIGATIONS**

**a. In this agreement, Pan American Dragon Boat Association, LLC is referred to a "Pan Am". Town of Waterford Dragon Boat Festival is referred to as the "CUSTOMER".**

**b. PAYMENTS**

All payments are in US Dollars payable by check made out to Pan Am Dragon Boat LLC. Pan Am reserves the right to withhold services if payment has not been made.

**c. INSURANCE**

The CUSTOMER must obtain and maintain dragon boat specific event liability insurance coverage on its activities at all times during the rental period. Insurance coverage must include Commercial Liability Insurance to an inclusive single occurrence limit of \$1,000,000. Deductible must not be more than \$1,000.00. CUSTOMER must show evidence to Pan Am that you have obtained this coverage from a carrier acceptable to Pan Am. The insurance policy must name Pan Am as an "Additional Named Insured". The CUSTOMER agrees to cooperate with Pan Am and their insurance company in defending any claims or actions involving this agreement. The CUSTOMER assigns to Pan Am the right to receive the proceeds of any damage or loss related insurance claim and authorize Pan Am to receive and endorse CUSTOMER's name on any check or draft representing such proceeds.

**d. EARLY TERMINATION**

This Rental & Services Agreement may be terminated by either party if (i) the other party commits a material breach of this Agreement and that breach remains uncorrected for 30 days following written notice to the breaching party, specifying the breach; or (ii) either party shall have ceased business, been adjudicated bankrupt or insolvent, made an assignment for the benefit of creditors, or filed a petition for bankruptcy or reorganization.

**e. LIMITATION OF LIABILITY**

Pan Am's maximum liability to CUSTOMER for damages hereunder shall be limited to the Fees paid to Pan Am for the CUSTOMER's event. Under no circumstances shall Pan Am be liable for loss or damage for indirect, consequential, special, exemplary, or incidental damages even if Pan Am has been advised of such damages. In no event shall Pan Am be liable for loss or damage to, or occasioned by, use by CUSTOMER of equipment not owned or rented to the CUSTOMER by Pan Am.

**f. CHANGES TO THIS AGREEMENT**

In the course of planning for the event, changes may occur which may impact the requirements for the CUSTOMER's event. In such cases, upon request, Pan Am will issue a CHANGE ORDER to amend the terms of this agreement, along with the corresponding rate charge or credit to the CUSTOMER. Any CHANGE ORDER must be signed by both parties to be effective.

**g. FORCE MAJEUR**

Neither party will be held responsible for any delay or failure in performance of any part of the agreement to the extent that such delay or failure is caused by events beyond such parties reasonable control, such as fire, flood, explosion, international border controls, accident, war or the engagement of hostilities, strikes, embargo, labor dispute, government requirement, civil disturbance, civil or military authority. Each party will endeavor to give the other reasonable notice of any delay.



**h. INDEMNIFICATION AND SET-OFF**

CUSTOMER shall indemnify Pan Am from and against any claims, demands, actions, causes of action, damages, loss, deficiency, cost, liability and expense which may be made or brought against the CUSTOMER or which we may suffer or incur as a result of any non-compliance by you with any of the terms of this agreement. The amount of any indemnification shall not be subject to any defense, set-off or counterclaim you may have with PanAm, or any third party. The CUSTOMER shall indemnify Pan Am from and against any claim, demands, actions, causes of action, damages, loss, deficiency cost, liability, and expense which may be made or brought against the CUSTOMER or which the CUSTOMER may suffer or incur.

**i. PROVISION FOR STAFF ACCOMMODATION AND PAYMENT OF STAFF TRAVEL EXPENSES**

In this agreement the fee includes all anticipated Pan Am staff travel costs. The CUSTOMER must provide accommodation for Pan Am Equipment and Technical staff as follows: 2 rooms (double occupancy) for 3 nights beginning Thursday, August 4th for Pan Am Equip Tech and Coaches; 4 rooms for 2 nights beginning Friday, August 5th for Pan Am Race Technicians/Officials.

**j. PROVISION OF VOLUNTEERS AND STAFF LUNCHES**

The CUSTOMER agrees to provide Pan Am with 9 volunteers to facilitate production of the event. CUSTOMER agrees to provide Pan Am with 10 staff lunches at a time and place to be agreed by both parties.

**k. ENTIRE AGREEMENT**

This agreement contains the entire agreement between Pan Am and the CUSTOMER. No change to this agreement will be effective unless it is in writing and signed by Pan Am and the CUSTOMER. If Pan Am does not strictly enforce any part of this agreement it will not mean that the CUSTOMER has waived its right to do so unless Pan Am informs the CUSTOMER in writing that it is waiving its right to enforce that part of the agreement. If Pan Am does waive its right to enforce that part of the agreement it shall not be considered to be a waiver by Pan Am of its right to enforce any other part of this agreement.

**l. SEVERABILITY**

If any provision of this agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall remain in full force and effect.

**m. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

DATE: 04-06-2022

DATE: \_\_\_\_\_

Per: Mike Kerkmann, President  
Pan American Dragon Boat Association, LLC  
I have the authority to bind the company

Per: John Lawler - Town Supervisor  
Town of Waterford (Dragon Boat Festival)  
I have the authority to bind the organization