



AGENDA
WATERFORD TOWN BOARD MEETING
September 6, 2022

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

Town Board Meeting of August 2, 2022, Special Meeting of August 10, 2022 and Agenda Meeting of August 30, 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**

Resolution 116 Resolution to set basic benefit charge for Sewer District #1
Resolution 117 Resolution to set Public Hearing on Sewer Assessment Roll for Sewer District #1
Resolution 118 Resolution to authorize the relevy of property maintenance fees for 6 Catallo Drive
Resolution 119 Resolution to approve the updated Controlled Substances and Alcohol Testing Policy
Resolution 120 Resolution to authorize Jeffrey Cleary to attend the NYS Canal Conference
Resolution 121 Resolution to accept the bid for equipment from Auctions International
Resolution 122 Resolution to authorize the Town Supervisor to accept the bid and sign a contract with PlayCore Wisconsin, Inc d/b/a Game Time for Clement Park upgrades
Resolution 123 Resolution to authorize the Town Supervisor to accept the bid and sign a contract with County Waste & Recycling Service Inc
Resolution 124 Resolution to authorize the Town Supervisor to sign a contract with 7 Brothers Landscaping LLC for landscaping at the Hurst Harbor Center in the amount of \$28,700
Resolution 125 Resolution to establish wage classifications for the Town Highway Department
Resolution 126 Resolution to adjust the wages of current Town Highway Department employees
Resolution 127 Resolution to adjust the salary of Town Highway Superintendent Zbigniew Lubas
6. **Other Business**

RESOLUTION # 116

RESOLVED, that the annual estimate of funds needed to be raised and levied for calendar year 2023 to pay principal and interest on obligations issued for capital expenses for Sewer District No. 1 is determined to be \$144,166.00 and be it further

RESOLVED, that the amount of the estimate of funds needed for calendar year 2023 as above determined shall be assessed on the properties in the district benefitted by the sewer improvement in accord with the laws governing such assessments, and it is further

RESOLVED, that the assessment roll for Sewer District No. 1 for 2023 benefit assessments shall be comprised of an assessment for the year for each property based on

(a) a so-called benefit charge to consist of an ad-valorem assessment upon which each \$1000.00 of assessed value of each property at a rate of \$.0 per thousand, and

(b) a so-called basic benefit charge of \$25.00 which shall be levied against all property in the district having access to an operating sewer line and which basic benefit charge shall be computed as follows:

1. For residential property there shall be one charge for each family unit, and

2. For non-residential property there shall be one charge for each estimated flow equivalent to a single family dwelling unit. The ordinary measure of an estimated sewage flow equivalent of a single family dwelling unit shall be water consumption in the 12 months computation of 80,000 gallons or any portion thereof, provided however, that in its discretion the Town Board in computing assessments may use an alternate estimated flow equivalent of a single family dwelling, if, in its judgment,

(a) the users ration of a sewage contribution in water consumption is substantially different from that of a domestic household, or

(b) the user has not been a consumer of public water for the entire 12-month period preceding its assessment, it being understood any such alternative measure shall be calculated to equitably reflect the user's benefit in relation to the benefit to a single-family unit.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION# 117

RESOLVED, that the proposed assessment roll for Sewer District No. 1 for the calendar year 2023 to pay principal and interest on obligations issued and capital improvements to cover financing of the district improvements in the amount of the estimate for funds needed for such year, which has been reviewed at this meeting, is considered complete and the same having been prepared by the Board shall be filed with the Town Clerk, and be it

RESOLVED, that the Board shall meet to consider objections to the assessment roll for Sewer District No. 1 filed with the Town Clerk this date at 6:55 P.M. on the 4th day of October 2022 at the Town Hall, and be it further

RESOLVED, that the Town Clerk is directed to cause notice of completion of said assessment roll and of the date of hearing, etc. to hear objections, etc., to be published in the Gazette Newspaper and in the Saratogian Newspaper, the latter being published in Saratoga County, in accord with the requirements of section 239 of the General Municipal law and other applicable statutes, such notice shall be published at least 10 days and not more than twenty days before the date of hearing, and it is further

RESOLVED, that Notice to the Comptroller of the State of New York before with provided the comptroller and be provided at least three weeks prior to October 4, 2022, the date of hearing.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #118

WHEREAS, the owner of 6 Catallo Drive, Waterford NY; SBL: 290.-1-47 has been given five (5) days' notice to comply with the requirements of removal of rubbish as well as the cutting of weeds and grass from the subject property;

WHEREAS, said five (5) days has come and gone without remedy;

WHEREAS, an invoice in the amount of \$966.16 has been sent to said property owner and has not been paid and thirty (30) days has passed;

NOW, THEREFORE BE IT RESOLVED that the Town Board hereby authorizes and directed to effectuate the relevy of said unpaid fees onto the taxes for said property.

Offered by

Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION # 119

RESOLVED, that the Town Board of the Town of Waterford hereby approves the updated Controlled Substances and Alcohol Testing Policy for DOT-Covered Town Employees as well as the Controlled Substances and Alcohol Testing Policy for non-DOT Covered Town Employees who drive a Town vehicle. These Policies were updated by Public Sector HR Consultants LLC. The updated Policies replace the Policies previously adopted by the Town Board on December 30, 2014.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION # 120

RESOLVED, that Jeffrey Cleary be and he is hereby authorized to attend the New York State Canal Conference in Rochester, NY on October 2-4, 2022.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION # 121

RESOLVED, that the Town Board of the Town of Waterford hereby accepts the following bid for equipment sold at Auctions International:

2016 Dodge Charger \$ 7,900.00

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION# 122

WHEREAS, the Town Board of the Town of Waterford, by public notice duly published according to law, has invited sealed proposals for playground upgrades at Clement Park, and

WHEREAS, all such proposals were received publicly at the Town Clerk's Office, on the 17th day of August, 2022 at 2:00 p.m., the time and place specified in said public notice, and

WHEREAS, said Town Board has determined that PlayCore Wisconsin Inc. d/b/a Game Time c/o MRC, Inc. is the lowest responsible formal bidder for the work as detailed in the specifications, with a bid of \$58,101.98, no adds/alternates;

THEREFORE, NOW BE IT RESOLVED, that the said proposal of PlayCore Wisconsin Inc. d/b/a Game Time c/o MRC, Inc. be accepted, and be it

FURTHER RESOLVED, that the Town Board enter into a contract/purchase order with said successful bidder for the playground upgrades at Clement Park to be approved by the attorneys for the Town.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #123

WHEREAS, the Town Board of the Town of Waterford, by public notice duly published according to law, invited sealed proposals for a new garbage contract; and

WHEREAS, all such proposals received were considered publicly at Town Hall, on the time and place specified in said public notice, and

WHEREAS, said Town Board has determined that County Waste & Recycling Service, Inc., is the lowest responsible formal bidder for the work as detailed in the specifications.

THEREFORE, NOW BE IT RESOLVED, that the said bid response of County Waste & Recycling Service, Inc., in the amount of \$1,231,440.96 be accepted;

AND BE IT FURTHER RESOLVED, that the Town Board Supervisor is authorized to enter into a contract with said County Waste & Recycling Service, Inc., for the necessary work as detailed in the specifications and for the price specified in said proposal and in accordance with the plans and specifications for said public work, said contract to be approved by the attorneys for the Town Board.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #124

RESOLVED, that the Town Board of the Town of Waterford hereby authorizes the Town Supervisor to execute a contract with 7 Brothers Landscaping LLC in the amount of \$28,700.00 as per their estimate #585 dated 6/17/2022 for the installation of a new retaining wall at the Waterford Harbor Visitors Center. Original retaining wall will be demolished and properly disposed of. Payment of a 10% deposit (\$2,870.00) is hereby authorized to be made to 7 Brothers Landscaping LLC.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION # 125

RESOLVED, that the Town Board of the Town of Waterford hereby establishes the following wage classifications for the Town Highway Department. The classifications will be effective on October 2, 2022.

Non-CDL Laborer - \$20.00/Hour
CDL/MEO I - \$22.00/Hour
CDL/MEO II - \$23.50/Hour
CDL/MEO III - \$25.00/Hour
CDL/Heavy MEO - \$27.00/Hour
Working Foreman - \$28.50/Hour

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION # 126

RESOLVED, that the Town Board of the Town of Waterford hereby adjusts the wages of current Town Highway Department employees based upon the new wage classifications previously adopted by the Town Board for the Town Highway Department. The wage adjustments will be effective on October 2, 2022.

Matthew Gardner - CDL/MEO I - \$22.00/Hour
Walter Sorensen - CDL/MEO II - \$23.50/Hour
Paul Terry - CDL/MEO II - \$23.50/Hour
James Carlton - CDL/MEO III - \$25.00/Hour
Michael Rougia - CDL/Heavy MEO - \$27.00/Hour
Cameron Gardner - Working Foreman - \$28.50/Hour

Offered by

Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION # 127

RESOLVED, that the Town Board of the Town of Waterford hereby adjusts the salary of Zbigniew Lubas, Town Highway Superintendent to \$69,080 effective October 2, 2022.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler



Bill To

**Waterford Harbor
Visitor Center**
1 Tugboat Alley
Waterford , NY 12188
(518) 233-9123

7 Brothers Landscaping LLC

685 Watervliet Shaker Rd, PO Box 743
Latham, NY 12110
Phone: (518) 738-7070
Email: Landscape7LLC@gmail.com
Web: 7brotherslandscaping.com

Estimate #

585

Date

06/17/2022

Description

Total

Retaining Walls \$26,700.00

- Installation of a new retaining wall, built out of the Versa-Lok block by Dagastinos building blocks.
- A total of four walls will be built, all tiered.
- Each wall will be in an "L" shape to be more structurally sound.
- Wall dimensions include:
 - Wall 1) 16' long 2.5' tall
 - Wall 2) 15' long 2.5' tall
 - Wall 3) 14' long 2.5' tall
 - Wall 4) 13' long 2.5' tall
- All dirt will be excavated out in order for the walls to be installed properly.
- Old base will be taken out from the old wall and new base will be installed.
- New base will consist of 10"-12" of crushed stone. Base will be compacted numerous times for best results.
- When each wall will be built , one whole course will be buried for stability purposes.
- Geo-grid will be placed between the layers to prevent any tipping of the walls.
- A perforated drainage pipe will be placed behind the walls to catch all the running water from the hill.
- Drainage rock will then be added behind the wall.
- Each block will be pinned and glued for maximum strength.
- Architectural caps will then be glued down.
- Once the walls are installed, dirt excavated will be placed back, graded, seeded, mulched and everything will be cleaned up.

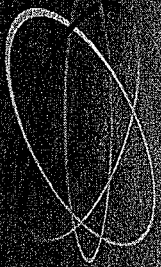
Demo & Disposal

\$2,000.00

- Original retaining wall block will be demoed and properly disposed of.

Subtotal	\$28,700.00
Total	\$28,700.00

- Price includes all labor and material.
- This contract is valid through the 2022 season, unless agreed upon otherwise.



NEW YORK STATE

CONFERENCE

**THE STRATHALLAN
ROCHESTER, NEW YORK**

OCTOBER 2 - 4, 2022

REGISTRATION RATES

	EARLY	REGULAR	LATE
BIRD	RATES	RATES	RATES
RATES			
	7/11/2022 -	9/1/2022 -	10/1/2022 -
	8/31/2022	9/30/2022	10/3/2022

Full Conference Registration
(Includes Dinner)

\$325

\$340

\$345

Speaker

\$140

\$140

\$140

Dinner Only (add on)

\$60

\$60

\$75

MOBILE WORKSHOPS:

Playground Upgrades-Clement Park

Bid opening August 17, 2022

2:00PM

Town of Waterford 65 Broad Street Waterford, NY 12188

Name	Bid Amount
Playmore Wisconsin Inc	58,101.98
F.H. Alexander	158,805.00

SECTION 01 11 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 PROJECT DESCRIPTION

The work involves site preparation, clearing, grading, providing and installing public playground equipment for ages 2-12, and site restoration. The site is generally clear and level with a grassed surface. The sod section is to be stripped for the placement of geotextile fabric, drainage stone and engineered wood fiber. The subgrade should be graded to a uniform surface, eliminating any depressions that may trap water. Refer to the site plans, details and specifications for further information.

Location:

1. Clifton Street, Waterford

CONTRACTOR shall be responsible for all permits.

- B. Total bids for the contract shall include mobilization, demobilization, permitting, and bonding costs for the CONTRACTOR to execute the entire contract.
- C. CONTRACTOR shall be responsible for the job site security and safety of all work areas.
- D. Owner: Town of Waterford
- E. Engineer: Environmental Design Partnership, 900 Route 146, Clifton Park, New York 12065. Phone: (518) 371-7621.

1.2 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.3 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the CSI/CSC's "MasterFormat" numbering system (2018).
 1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words

- shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- C. **Conflicting Requirements:** If different or conflicting requirements are found within the Contract Documents or if compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to CONTRACT ADMINISTRATOR for a decision before proceeding.
1. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to ENGINEER OR CONTRACT ADMINISTRATOR for a decision before proceeding.

END OF SECTION 01 11 00

Garbage Contract

Bid opening August 19, 2022

2:00PM

Town of Waterford 65 Broad Street Waterford, NY 12188

Name	Bid Amount A Town Only	Bid Amount B Town and Village
County Waste	\$ 1,231,440.96	\$ 1,769,285.28
Twin Bridges	\$ 1,360,953.00	\$ 2,060,544.00

AGREEMENT

AGREEMENT, made this _____ day of _____, 2022, by and between the Town of Waterford, municipal corporation organized under the laws of the State of New York (hereinafter "Municipality"), with principal offices located at 65 Broad Street, Waterford, New York 12188 and _____ (hereinafter "Contractor"), with its principal place of business/mailing address at _____.

WITNESSETH

WHEREAS, the Municipality had advertised for bids from contractors for a 48 month term garbage and rubbish removal contract; and

WHEREAS, Contractor has submitted a bid to the Municipality to provide garbage and rubbish removal services to the Municipality; and

WHEREAS, the Municipality has decided to accept the bid of Contractor;

NOW, THEREFORE, The Municipality and Contractor agree as follows:

1. The Municipality accepted the attached bid in the amount of _____ Dollars (\$ _____) for a 48 month garbage and rubbish removal contract, commencing January 1, 2023 and ending December 31, 2026, the said sum to be paid per the bid specifications and the following options are selected: _____ as referenced in the attached bid sheet.

2. The terms of the Specifications to Bidders are incorporated herein with full force and effect. In the event of a conflict as to the Contractor requirements/duties between the Contract and the specifications, the terms of the specifications shall govern.

3. Contractor agrees to deposit with the Municipality insurance certificates and policies as required in accordance with the specifications.

PAYMENT

4. Payments to the Contractor by the Municipality shall be made per the specifications.

COLLECTION ROUTES

5. The Contractor shall initially use the same weekly collection routes and days in use upon the date of the signing of a contract. Collection routes and days for any new area of service initiated during the contract period shall be scheduled by the Contractor, upon notice to or from the municipality, as the case may be, routing and days to be approved by the Municipality's board(s). Collection routes and days in use upon the date of signing of a contract may be changed by the mutual consent of the Contractor and the Municipality board. The Contractor will provide adequate newspaper notice at Contractor's expense to residents of the Municipality in the event of route or day changes.

HOURS OF COLLECTION

6. All garbage, trash and recyclable material should be collected during the daylight hours, not earlier than 6:00 a.m. and to be completed by 6:00 p.m., unless provided otherwise in the specifications concerning NYS Route 4 & 32 and Hudson River Road. Any confirmed incident of pickup in violation of these hours shall result in a penalty of \$500.00, and the Municipality shall have the right to deduct such penalties from monies due under this contract.

ALTERNATE COLLECTION DAYS

7. If due to unsuitable weather or other unforeseen obstacle, the Contractor fails to furnish a collection of the days above specified, the contractor will complete the collection on the following day in addition to any and all collections normally done on the following day.

**TOWN OF WATERFORD
WATERFORD TRASH ONLY
BULK WASTE REMOVAL ONLY**

8. Contractor acknowledges that the Municipality will be charged by the ton for all trash collected at the "Town Drop Off Site" in roll-off containers and deposited at the destination landfill. The Contractor expressly warrants that it will deposit at the destination landfill only trash collected in the Town of Waterford. The Contractor will also be required to expressly warrant that it will pick up the Village separate from the Town, that it will segregate loads picked up in each, and that it will specify on each voucher signed at the destination landfill in which municipality the load originated. Should any load deposited by the Contractor be determined to contain mixed trash or trash from any other source, including any commercial account, then the affected municipality shall be entitled to deduct from monies due under its contract with the contractor all tipping fees charged to it by the destination landfill for such load.

SUPERVISION OF WORK

9. The Contractor shall have direct charge of and be responsible for the entire work project contemplated under this contract. In the event the principal officer of the Contractor is absent from the work, a suitable person shall be placed in his stead.

INDEMNITY

10. The Contractor shall indemnify and save the municipality, its officers, agents and employees harmless of and from any and all claims, actions, damages, liabilities and charges of every nature and description whatsoever arising from the use, actions, negligence and/or fault of the contractor, its equipment, or its employees during the course of the work contemplated under this contract.

INSURANCE

11. The Contractor shall carry all insurance as required by the specifications. All insurance policies which the Contractor obtains shall name the Town of Waterford as an additional insured, and provide that the Municipality shall be notified of the cancellation of any policy in writing at least thirty (30) days prior to the effective dates of such cancellation. Certificates of Insurance reflecting required coverage must be provided to the Municipality by the Contractor's insurance carrier at the time of the signing of the Contract.

INDEMNIFICATION

12. The Contractor agrees to indemnify and defend the Town of Waterford for any demands, suits, or claims of any nature arising out of the operations, work, and/or services related to this Agreement.

ASSIGNMENT AND SUBCONTRACTING

13. The Contractor is prohibited from assigning, transferring, subletting or otherwise disposing of any part of the work called for by this contract to any other person, company or corporation without the previous consent in writing of the Municipality. The Contractor agrees to give sixty (60) days written notice of its intention to assign, transfer or sublet this contract.

DUE CARE

14. The Contractor shall exercise due care in the collection of garbage, trash and recyclable material and will be required to clean up any unsightly or unsanitary condition caused by carelessness, recklessness or negligence on the part of contractor and/or its employees. The Municipality shall have the right to take such steps as they deem necessary to clean up any unsightly or unsanitary condition caused by the Contractor and to deduct the reasonable cost of such cleanup from monies due the contractor hereunder.

"GARBAGE", "TRASH" AND "RECYCLABLE MATERIAL" DEFINED

15. The contractor shall collect and remove all garbage and trash as stated in the specifications and accepted bid. Garbage and trash, so enclosed, shall be left at the side of the curb or roadside in the case of street collection, or by the side of the alley in the case of alley collection. The Contractor will not be required to enter any building or enclosed yard for the collection of garbage and trash. Recyclable materials shall be placed and bundled in biodegradable containers or to otherwise as may be required to the laws, rules and regulations of the municipality, County of Saratoga, and/or under the State of New York.

Recyclable material shall include any and all other materials as the County of Saratoga may so designate as the County formalizes its recycling procedures. The Contractor shall be responsible for keeping informed of any and all changes in the County recycling program as it may evolve. The Municipality shall not be required to notify Contractor of Contractor's responsibilities, procedures, or requirements for compliance with the County recycling program.

MAXIMUM PICKUP REQUIREMENTS

16. This contract applies to the collection and removal of garbage, trash and recyclable material as herein defined, from all residential, business, commercial and retail establishments and firms in the Municipality placed in containers as herein above specified.

EQUIPMENT

17. The Contractor must have the proper equipment for removal of all the garbage, trash and recyclable material covered by this contract. All trucks or vehicles shall have all metal, water tight, enclosed bodies specifically designed and commercially manufactured for garbage and trash collection. The successful bidder shall submit with its bid a list of all vehicles it intends to use in performance of this contract.

COMPLIANCE

18. The Contractor 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. As such, each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. As such, Contractor shall, among other things, fully comply with:

- (a) Labor Law section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to the prohibition against discrimination and providing equal opportunity.
- (b) Affirmative action as required by the Labor Law.
- (c) Prevention of dust hazard required by Labor Law section 222-a.
- (d) Preference in employment of persons required by Labor Law section 222.
- (e) Eight-hour workday as required by Labor Law section 220(2).

The successful bidder shall disclose all civil or administrative litigation currently pending against it.

PREVAILING WAGE RATES REQUIRED BY LAW

19. (a) The parties hereto in accordance with the provisions of section 220(3) of the Labor Law, hereby agree that there shall be paid each employee engaged in work under this Contract not less than the wage rate and supplements set opposite the trade or occupation in which he/she is engaged, as listed on Exhibit A attached hereto and made a part of this Agreement, which are the wage rates and supplements established as the prevailing rate of wages for the work covered by this Contract.

(b) Labor classifications not appearing on the schedule of wages can be used only with the consent of the Owner and then the rate to be paid will be given by the Owner after being advised by the Department of Labor.

(c) The Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements, as specified in the Contract, for the various classes of mechanics, workingmen/women, or laborers employed on the work.

DESTINATION LANDFILL

20. The successful bidder will be required to haul the refuse collected pursuant to this agreement to any landfill, trash burning plant, or other final destination designated by the municipality, which destination shall not be farther than fifty (50) miles from the nearest boundary of the Town of Waterford, and to complete such paperwork as shall be necessary to permit the destination landfill to send the municipality a monthly bill for all "Bulk Waste Removal" tipping fees charged.

NOTICES

21. Any and all notices and payments required here under shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Town:	Mary Shannon Carrigan Town Clerk Town of Waterford 65 Broad Street Waterford, NY 12188
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To Contractor:	To Name and Address on Bid Response
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WAIVER

22. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other 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.

MODIFICATION

23. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

APPLICABLE LAW

24. This Agreement is governed by the laws of the State of New York.

HEADINGS

25. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

COUNTERPARTS

26. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

BINDING EFFECT

27. This Agreement shall be binding upon the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF WATERFORD

By: _____

CONTRACTOR:

By: _____

Its _____

EXHIBIT A—PREVAILING WAGE RATES