



AGENDA
WATERFORD TOWN BOARD MEETING
February 7, 2023

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 January 3, 2023 and Agenda Meeting of January 31, 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 48	Resolution to honor Joseph Avarello
Resolution 49	Resolution to honor David Fusco
Resolution 50	Resolution to honor Debby Russell
Resolution 51	Resolution to honor the Waterford Halfmoon Girls Varsity Soccer Team
Resolution 52	Resolution to authorize the Town Supervisor to execute a Plan Management Agreement with Benetech Inc.
Resolution 53	Resolution to authorize the Town Supervisor to execute an agreement with UHY LLP
Resolution 54	Resolution to authorize the carover of 26 vacation hours into 2023 for Tony Lubas
Resolution 55	Resolution to authorize the Town Supervisor to apply for a NYSDEC Household Hazardous Waste State Assistance Grant
Resolution 56	Resolution to revise Resolution #146 of 2022 to authorize the reimbursement of \$2889.00 to the Waterford Halfmoon School District
Resolution 57	Resolution to authorize the reimbursement of up to \$100,000.00 to the Waterford Water Commissioners for computer system upgrades
Resolution 58	Resolution to approve budget amendments for 2023
Resolution 59	Resolution to authorize the Town Supervisor to execute an agreement with Cirkiel Actuarial Consulting LLC
Resolution 60	Bond Resolution authorizing the issuance of up to \$500,000 in serial bonds to undertake various public improvements for the Town Highway Department
Resolution 61	Resolution to authorize George Quick to attend conference
Resolution 62	Resolution to hire Joshua McCrea as a full time Highway Laborer
Resolution 63	Resolution to authorize the Town Supervisor to sign an agreement with Taylor Tech LLC for the purchase of security cameras in the amount of \$13,375.98
6. **Other Business**

RESOLUTION #48

WHEREAS, Joseph "Papa Joe" Avarello has worked as Traffic Control Officer for the Town of Waterford for 30 years; and

WHEREAS, during his tenure as Traffic Control Officer Joseph Avarello was dedicated to protecting the students, teachers and parents of St. Mary's School and the residents of Waterford; and

WHEREAS, Joseph Avarello was regularly seen at most Town events working to guarantee a safe and fun environment for all who attended, in good weather and bad;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Waterford hereby wishes to extend their appreciation and to honor Joseph "Papa Joe" Avarello for his 30 years of care and commitment in ensuring the safety of the children and residents of Waterford.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #49

WHEREAS, Judge David Fusco first took the bench in 1988; and

WHEREAS, Judge Fusco has served Waterford as Town Justice for 34 years before his retirement in December; and

WHEREAS, during his tenure Judge Fusco was committed to presiding over a fair and equal courtroom and was respectful of those who appeared before him;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Waterford hereby honors and commends Judge Fusco for his dedication and service as Town Justice; and

BE IT FURTHER RESOLVED, that we extend Judge Fusco our best wishes for a happy and fulfilling retirement.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau

Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION # 50

WHEREAS, for more than 16 years Debby Russell has worked as Junior Accountant for the Town of Waterford; and

WHEREAS, during this time Debby Russell was dedicated to the careful oversight of Town accounts and through her invaluable organizational skills she helped create an efficient and trusted work environment; now

THEREFORE BE IT RESOLVED, that the Town Board of the Town of Waterford wishes to show their sincere gratitude and appreciation to Debby Russell for her commitment to the Town of Waterford; and

BE IT FURTHER RESOLVED, that we extend Debby Russell our best wishes for a happy retirement.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION # 51

WHEREAS, the Waterford Halfmoon High School Girls Varsity Soccer Team was the New York State Public High School Athletic Association Class C State Champions; and

WHEREAS, this soccer team amassed an overall record of twenty two wins and one loss for the season; and

WHEREAS, this soccer team was also the New York State Public High School Athletic Association Class C Northeast Regional Champions, the Section 2 Class C/CC Champions, the Section 2 Class C Champions and the Wasaren League Champions; and

WHEREAS, the hard work and dedication of this team brings honor to their families, their school and their entire community;

NOW THEREFORE BE IT RESOLVED, that the Waterford Town Board is proud to honor each member of this team, their coaches and families for their outstanding accomplishments.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #52

RESOLVED, that the Town Board of the Town of Waterford hereby authorizes the Town Supervisor to execute a Plan Management Agreement with Benetech, Inc. for the period January 1, 2023 – December 31, 2025. Benetech, Inc. will serve as the Town's Benefits Plan Manager in association with the Town's employee benefits programs.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION # 53

RESOLVED, that the Town Board of the Town of Waterford hereby authorizes the Town Supervisor to execute an agreement with UHY LLP in an amount not to exceed \$23,062.50 for audit services to be performed relative to the Town's 2022 financial records.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #54

RESOLVED, that the Town Board of the Town of Waterford hereby allows Tony Lubas to carry over an additional 26 hours of vacation time into 2023. These vacation hours are over and

above the 40 vacation hours authorized to be carried over per the Town's Employee Handbook. The additional 26 hours of vacation time were not utilized during 2022 due to an increased workload and staffing issues.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #55

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
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #56

RESOLVED, that the Town Board of the Town of Waterford hereby revises RESOLUTION #146 of 2022 to authorize the reimbursement of \$2,889.00 to the Waterford Halfmoon School District for the purchase of twenty two Under Armour jackets for the Girls Varsity Soccer team. This is an increase of \$483.00 from the original invoice due to cost of embroidery.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #57

RESOLVED, that the Town Board of the Town of Waterford hereby authorizes the reimbursement of up to \$100,000.00 to the Waterford Water Commissioners for computer system upgrades purchased by the Waterford Water Commissioners.

Offered by
 Seconded by

Councilman Ball
 Councilman Boudreau
 Councilwoman Marble
 Councilman McClement
 Supervisor Lawler

RESOLUTION #58

RESOLVED, that the Town Board of the Town of Waterford hereby approves the following budget amendments for 2023:

2023 BUDGET AMENDMENTS
 TOWN-WIDE (A) FUND EXPENSES

<u>LINE ITEM</u>	<u>APPROVED BUDGET</u>	<u>PROPOSED INCREASE</u>	<u>AMENDED BUDGET</u>
A8389.4 Other Water Expenses - Contractual	\$0.00	\$100,000.00	\$100,000.00
Total Increase - "A" Fund Expenses		\$100,000.00	

2023 BUDGET AMENDMENTS
 TOWN-WIDE (A) FUND REVENUES

<u>LINE ITEM</u>	<u>APPROVED</u>	<u>PROPOSED INCREASE</u>	<u>AMENDED BUDGET</u>
A.4089.0 Federal Aid - Other	\$0.00	\$100,000.00	\$100,000.00
Total Increase - "A" Fund Revenues		\$100,000.00	

Offered by
 Seconded by

Councilman Ball
 Councilman Boudreau
 Councilwoman Marble
 Councilman McClement
 Supervisor Lawler

RESOLUTION #59

RESOLVED, that the Town Board of the Town of Waterford hereby authorizes the Town Supervisor to execute an agreement with Cirkiel Actuarial Consulting LLC to provide actuary services relative to the Town's post employment retirement benefits in a manner consistent with GASB 75 for 2022. A flat fee of \$3,750.00 will be charged for the services referenced above.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #60

BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WATERFORD, SARATOGA COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING THE TOWN TO UNDERTAKE VARIOUS PUBLIC IMPROVEMENTS; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$500,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$500,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION

WHEREAS, the Town Board (the "Board") the Town of Waterford, Saratoga County, New York (the "Town") proposes to authorize the issuance of \$500,000 in serial bonds of the Town to finance (i) the replacement and installation of new garage doors on the Town's Highway Department Facility (\$65,000) and (ii) the acquisition of equipment, machinery and apparatus for use by the Town's Highway Department (\$435,000), all at an estimated maximum cost of \$500,000 (collectively, the "Project"); and

WHEREAS, the Board now wishes to appropriate funds for the Project and to authorize the issuance of the Town's serial bonds and bond anticipation notes to be issued to finance the aforementioned specific objects or purposes.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board (the "Town Board") of the Town of Waterford, Saratoga County, New York (the "Issuer" or the "Town") (by the favorable vote of not less than two-thirds of all the members of such body), as follows:

SECTION 1. The Town is hereby authorized to undertake finance (i) the replacement and installation of new garage doors on the Town's Highway Department Facility (\$65,000) and (ii) the acquisition of equipment, machinery and apparatus for use by the Town's Highway Department (\$435,000), for a total aggregate estimated maximum cost of \$500,000. It is hereby determined that the maximum estimated cost of the aforementioned specific objects or purposes is \$500,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of \$500,000 in serial bonds of the Town authorized to be issued pursuant to by Section 2 hereof to finance said appropriation, or bond anticipation notes issued in anticipation of such serial bonds, and (ii) the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

SECTION 2. Serial bonds of the Town in the principal amount of \$500,000 are hereby authorized to be issued pursuant to provisions of Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance the specific objects or purposes described in Section 1 hereof.

SECTION 3. It is hereby determined that the period of probable usefulness for the aforementioned specific objects or purposes is fifteen (15) years, pursuant to subdivisions 12(a)(2) and 28. of paragraph a. of Section 11.00 of the Law.

SECTION 4. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The Town shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by this resolution. This resolution shall constitute a declaration of official intent to reimburse the expenditures authorized herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to this resolution.

SECTION 6. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town subject to applicable statutory limits, if any. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of serial bonds and bond anticipation notes or the renewals of said obligations and of Sections 21.00, 50.00, 54.90, 56.00 through 60.00, 62.10 and 63.00 of the Law, the powers and duties of the Town Board relative to authorizing serial bonds and bond anticipation notes and prescribing terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town (the "Town Supervisor"). Such notes shall be of such terms, form and contents as may be prescribed by said Town Supervisor consistent with the provisions of Local Finance Law. Further, pursuant to paragraph b. of Section 11.00 of the Law, in the event that bonds to be issued for the class of object or purpose authorized by this resolution are combined for sale, pursuant to paragraph c. of Section 57.00 of the Law, with bonds to be issued for one or more object or purpose authorized by other resolutions of the Board, then the power of the Board to determine the "weighted average period of probable usefulness" (within the meaning of paragraph a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town.

SECTION 8. The Town Supervisor is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Town Supervisor is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes authorized by this resolution in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 10. The Town Board hereby determines that the actions authorized by this resolution and the adoption hereof collectively constitute a "Type II" action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department Facility of Environmental Conservation thereunder (collectively, "SEQRA") and that no further action under SEQRA need be taken by the Town Board as a condition precedent to the adoption of this resolution.

SECTION 11. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements and instruments, or to do any similar acts necessary to affect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of the Board.

SECTION 12. Pursuant to subdivision b. of Section 35.00 of the Law, this resolution is subject to a permissive referendum in the manner prescribed by Article 7 of the Town Law of the State of New York (the "Town Law"). The Town Clerk is hereby authorized and directed, within ten (10) days after the date of adoption of this resolution, to publish and post a notice satisfying the requirements of Section 90 of the Town Law, which shall set forth the date of adoption of this resolution, shall contain an abstract hereof, and shall specify that this resolution was adopted subject to a permissive referendum. Such notice shall be published in the official newspaper of the Town for such purpose.

SECTION 13. This resolution shall take effect thirty (30) days after the date of its adoption or, if within such thirty (30) day period there is filed with the Town Clerk a petition subscribed and acknowledged by the number of qualified electors of the Town required by Section 91 of the Town Law and in the manner specified in such Section, until approved by the affirmative vote of a majority of such qualified electors voting on a proposition for its approval.

SECTION 14. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution.

SECTION 15. Upon this resolution becoming effective, the Town Clerk is hereby authorized and directed to cause a copy of this resolution, or a summary thereof, to be published, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the official newspaper(s) of the Town for such purpose, together with a notice of the Town Clerk substantially the form provided in Section 81.00 of the Law.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #61

RESOLVED, that the Town Board of the Town of Waterford hereby authorizes George Quick to attend the Northern Adirondack Educational Conference in Lake Placid, NY from February 27-March 2, 2023.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #62

RESOLVED, that Joshua McCrea be and he is hereby hired a full time Highway Laborer at a salary of \$20.00 per hour to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board pending the successful completion of a pre-employment physical.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #63

RESOLVED, that the Town Board of the Town of Waterford hereby authorizes the Town Supervisor to sign an agreement with Taylor Tech LLC for the purchase and installation of new security cameras at the Hurst Harbor Visitor Center at a cost of \$13,375.98.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

PLAN MANAGEMENT AGREEMENT

between

THE TOWN OF WATERFORD

and

BENETECH, INC.



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GENERAL PROVISIONS

This AGREEMENT, made this _____ day of _____ 2022, by and between the Town of Waterford, a New York municipal employer having its principal place of business at 65 Broad Street, Waterford, New York 12188 (hereinafter referred to as the "Plan Sponsor"), and Benetech, Inc., a New York business corporation, located at 1 Dodge Street, Wynantskill, New York 12198 (hereinafter referred to as the "Benefits Plan Manager").

WITNESSETH

WHEREAS the Plan Sponsor is desirous of engaging the services of a Benefits Plan Manager to provide specific services in connection with its employee benefits programs and WHEREAS said Benefits Plan Manager is duly qualified to provide, and has agreed to perform, such services.

Now, therefore, in consideration of mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. TERM.

This Agreement shall be in full force and effect (the "Initial Term") for a thirty-six (36) month period commencing on January 1, 2023 (the "Effective Date") through December 31, 2025 (the "Expiration Date").

2. SERVICES.

The Benefits Plan Manager hereby agrees to perform the services described in **Appendix A.**, which is attached hereto and made part of this Agreement.

Additional services may be added to this Agreement after the Effective Date by the mutual execution of a Rider by the Plan Sponsor and Benefits Plan Manager. Any services added by such Rider(s) shall be effective on the date set forth in each Rider and shall expire on the Expiration Date set forth in **Section 1.** above, and shall have the same renewal terms, renewal options, or similar extensions (if any) as provided in **Section 1.**, unless otherwise expressly set forth therein. Additional services added by such Rider shall be governed by the conditions and terms set forth therein.

Notwithstanding the description of services, the Services herein shall be considered ministerial. The Plan Sponsor acknowledges that the Benefits Plan Manager is not licensed to practice law or to perform public accounting services, does not hold itself out as such, and shall not be required to perform any such services.

3. DEFINITIONS.

For this Agreement, the following definitions will apply:

- a. **Sponsored Program:** all employee benefits plans and benefits-related services that are contracted and/or managed by the Plan Sponsor;
- b. **Subscribers:** all benefit-eligible active employees, and retirees, who are enrolled in any Sponsored Program during the term of this Agreement;
- c. **Dependents:** the eligible dependents of Subscribers who are enrolled in any Sponsored Program during the Term of this Agreement;

- d. **Participants:** collectively, all Subscribers and Dependents as defined above;
- e. **Payors:** all insurance carriers, Health Maintenance Organizations (HMOs), Third Party Administrators (TPAs), Pharmacy Benefit Managers (PBMs), and other vendors that provide a Sponsored Program to the Plan Sponsor;
- f. **Full-Time Employee:** an employee who works an average of 30 hours or more per week;
- g. **Part-time/Seasonal Employee:** an employee who works an average of fewer than 30 hours per week;

4. BILLING AND COMPENSATION.

The Plan Sponsor shall pay to the Benefits Plan Manager the fees for services described in Appendix B., which is attached hereto and made part of this Agreement.

If a Rider or Riders are added after the Effective Date of this Agreement, the Plan Sponsor and the Benefits Plan Manager further agree to the Billing and Compensation Arrangements described in each Rider.

New York Law permits insurers, insurance agents, and insurance brokers to provide certain services to insureds without additional compensation to the extent specified or permitted in the insurance contract or policy, or as otherwise permitted by law. As required by law, an additional fee must be charged for services not directly related to the placement of insurance. Such additional services and fees are set forth in the Billing and Compensation Appendix attached hereto. If the Benefits Plan Manager reasonably determines that any other service provided by the Benefits Plan Manager to the Plan Sponsor may not be provided without an additional fee, the parties agree that such service will be discontinued or become subject to an additional service fee as required by law.

5. SUSPENSION (FORCE MAJEURE).

Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control including, but not limited to, power or telecommunications shut-downs, civil disorders, strikes, shortages, government orders, or acts of God. Performance time shall be considered extended for a reasonable period following any such delay.

Nothing in this Section shall excuse or delay any obligation of the Plan Sponsor to make an invoiced payment to the Benefits Plan Manager for the services provided.

6. ASSIGNMENT.

The Benefits Plan Manager and the Plan Sponsor each agree that they will not assign, transfer, convey or otherwise dispose of this Agreement or its right, title, or interest in and/or to the same, nor any part thereof, nor the power to execute said Agreement to any other person, firm, or corporation without the express written consent of the other party.

Notwithstanding the foregoing, no consent shall be required for an assignment of the Agreement by the Benefits Plan Manager to a wholly owned subsidiary or parent company, an affiliate under common control, or an entity acquiring all or substantially all of the assets, or the stock of the Benefits Plan Manager by merger, consolidation, acquisition, or other business reorganization.

Nothing expressed or implied in this Agreement is intended to confer upon any entity other than the Plan Sponsor and the Benefits Plan Manager, and their respective successors or assigns, any rights, remedies, or obligations whatsoever.

7. NO EMPLOYMENT RELATIONSHIP.

The Benefits Plan Manager covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that its employees or agents will neither hold themselves out as, nor claim to be, employees or officials of the Plan Sponsor.

8. COMPLIANCE.

In accepting this Agreement, the parties covenant and certify that they will comply with all federal, state, and municipal laws, which pertain hereto regarding this Agreement, including but not limited to compliance with all provisions of the Health Insurance Portability and Accountability Act and the Affordable Care Act.

9. LIABILITY.

The Benefits Plan Manager represents, warrants, and covenants that:

- a. The employees and agents of the Benefits Plan Manager performing the services are qualified and skilled to perform the services and shall exercise their reasonable skill and judgment in the rendering of those services;
- b. The Benefits Plan Manager shall be responsible for any actual damages incurred by the Plan Sponsor resulting from any errors, omissions, coordination problems, and other defects in its work product, or the Benefits Plan Manager's breach of this Agreement, and from the errors, omissions, ambiguities, coordination problems, and defects in the work product by any subcontractors or agents selected by the Benefits Plan Manager, and for any violations under Section 8 and 11 hereof, all only to the extent caused solely by the negligence of the Benefits Plan Manager and not otherwise excused under Section 5; and,
- c. In no event shall the Benefits Plan Manager be liable for loss of profits or indirect, special, incidental, exemplary, punitive, or consequential damages of any kind, even if advised of the possibility of such damages.

10. INDEMNIFICATION AND INSURANCE.

- a. In addition to any liability or obligation of the Benefits Plan Manager that may exist under any other provision of this Agreement, or by statute or otherwise, the Benefits Plan Manager shall be liable for, and will hold harmless and indemnify the Plan Sponsor from and against, any damages, costs (including reasonable attorneys' fees), claims, or liabilities (collectively, "Damages") which the Plan Sponsor sustains (excluding those damages described in Section 9.c. above), as a result of:
 1. any non-authorized or wrongful disclosure by the Benefits Plan Manager or its employees or agents of confidential and proprietary information in violation of Sections 8 and 11 hereof; and,
 2. the negligent actions or negligent omissions of the Benefits Plan Manager, its employees or agents concerning any third party who is enrolled in a Sponsored Program.
- b. The Benefits Plan Manager will maintain a General Liability Policy which, as of the date of this Agreement, includes Errors and Omissions coverage with liability limits of \$2,500,000 per claim and \$5,000,000 aggregate and, Fidelity coverage with a liability limit of \$1,000,000 per occurrence. The Benefits Plan Manager will require its insurer to provide the Plan Sponsor with thirty (30) days' notice before cancellation or reduction of such coverage.

11. PLAN RECORDS AND CONFIDENTIALITY.

- a. The Plan Sponsor hereby agrees that the concepts, programs, reports, systems, software, and forms developed by the Benefits Plan Manager are the sole property of the Benefits Plan Manager and may be used elsewhere by the Benefits Plan Manager in its sole discretion, in the conduct of the Benefits Plan Manager's business or otherwise. Examples of the concepts, programs, reports, systems, software, and forms include, but are not limited to, the BenetechAdvantage employee portal and all branded forms.;
- b. The Plan Sponsor hereby agrees that the concepts, programs, reports, systems, software, and forms developed by the Benefits Plan Manager are confidential and, except as required by law, subpoena, court order, or other legal or administrative processes, the Plan Sponsor shall not disclose any of the foregoing without the prior written consent of the Benefits Plan Manager;
- c. Except as required by law, subpoena, court order, or other legal/administrative processes, and/or where such disclosure is necessary to perform the Benefits Plan Manager's duties as described in the attached Appendix A., the Benefits Plan Manager hereby agrees that it shall not disclose to any third-party names, addresses, phone numbers, emails, email addresses, or any other personally identifiable information regarding the Plan Sponsor's Participants without the prior written consent of the Plan Sponsor. Unless prohibited by court order or other legal/ administrative processes, the Benefits Plan Manager shall give the Plan Sponsor timely notice of the service of any court order, subpoena, or other legal/administrative process requiring disclosure so that the Plan Sponsor may seek a protective order or other legal remedy to prevent disclosure.;
- d. Except where such disclosure is required by law, subpoena, court order, or other legal/administrative processes, and/or such disclosure is necessary to carry out the Benefits Plan Manager's duties as described in the attached Appendix A., the Benefits Plan Manager shall not disclose any information to any person or government agency concerning the Plan Sponsor, its employee benefit plans, its contracts and related documents, or its Participants unless it is authorized to do so in advance and in writing by the Plan Sponsor. Unless prohibited by court order or other legal/administrative processes, the Benefits Plan Manager shall give the Plan Sponsor timely notice of the service of any court order, subpoena, or other legal/administrative processes requiring disclosure so that the Plan Sponsor may seek a protective order or other legal remedy to prevent disclosure.;
- e. Likewise, except as required by law, subpoena, court order, or other legal/administrative processes, unless authorized in advance and in writing by the Benefits Plan Manager, the Plan Sponsor will not disclose any information to any person concerning the Benefits Plan Manager, its systems, clients, or products, (including this Agreement and all related documents) that in any way could be construed as disclosure of trade or business information which is proprietary to the Benefits Plan Manager. Unless prohibited by court order or other legal/administrative processes, the Plan Sponsor shall give the Benefits Plan Manager timely notice of the service of any court order, subpoena, or other legal/ administrative processes requiring disclosure so that the Benefits Plan Manager may seek a protective order or other legal remedy to prevent disclosure.;
- f. All Plan records and any other Plan documents will be available for inspection by the Plan Sponsor, upon reasonable notice, in the offices of the Benefits Plan Manager, during normal business hours; and,
- g. Seventy-five (75) days after the termination of this Agreement, and after payment of all outstanding fees, the Plan Sponsor may remove, and the Benefits Plan Manager shall make available, all electronic and hard copy Plan records and other Plan documents. Before any such removal, the Benefits Plan Manager may, but shall have no obligation to, make and retain copies of all Plan records and other Plan documents as it may deem advisable, subject to applicable law. In the event such copies are made, the Benefits Plan Manager's duties of confidentiality concerning such records shall continue until such copies of the records are transferred to the Plan Manager or destroyed.

12. AUTHORITY.

The Plan Sponsor's designated representative(s), or his/her designee(s), shall act on behalf of the Plan Sponsor in the administration of this Agreement, including all necessary approvals and authorizations as required. In the event of a dispute/appeal, all final determinations as to eligibility, coverage and payment of benefits shall be vested in the Plan Sponsor, as such determination may relate to any Participant.

Any change to the Plan Sponsor's designated representative(s) shall be made to the Benefits Plan Manager in writing. The Benefits Plan Manager shall be entitled to rely on the authority of the designated representative(s), unless or until notified of a change in writing from the Plan Sponsor.

The Plan Sponsor shall timely provide all such information and data as may be required for the Benefits Plan Manager to provide the Services contemplated herein. The Benefits Plan Manager shall be entitled to rely on the completeness and accuracy of such information and data provided by the Plan Sponsor. The Benefits Plan Manager assumes and accepts no liability or responsibility whatsoever for any errors or omissions in the information and data provided by the Plan Sponsor.

13. BREACH.

Upon a party's material breach of this Agreement, or if one of the parties or any of its servants, agents, or employees misrepresents the Plan Document, knowingly furnishes false or incomplete information about available benefits, or otherwise breaches any of its material responsibilities under this Agreement, the non-breaching party shall notify the other of such breach, in writing, and if the breach is not cured within thirty (30) days of notification, then the non-breaching party may terminate this Agreement and pursue such remedies as are provided for by this Agreement. If the breach is not susceptible of being cured within such thirty (30) day period, the breaching party shall be given an additional reasonable period to cure, provided that within the initial thirty (30) day period and thereafter, it is taking all reasonable steps necessary to affect a cure.

14. NOTICES.

All notices, requests, consents, and other communications required hereunder to be in writing shall be deemed to have been made three business days after being mailed, first-class postage prepaid, by registered mail, return receipt requested, or when delivered by hand or overnight delivery service to the respective party at the address set forth at the beginning of this Agreement, or at such other address as may have been furnished under this Paragraph.

15. MISCELLANEOUS.

- a. This Agreement shall be governed and construed under the laws of the State of New York. All suits related to or arising under this Agreement shall be commenced in, and venue shall rest exclusively in, State Courts located in Saratoga County, New York.
- b. This Agreement, all Appendices hereto, and all Riders signed by both parties, supersede all prior and contemporaneous representations, understandings, or agreements, whether oral or in writing, and constitutes the entire Agreement between the parties relating to the subject matter hereof.
- c. If any provision of this Agreement is found to be void or otherwise unenforceable, such provision will be severed from this Agreement, and the remainder of this Agreement will remain in force and effect. If any such severance causes, or may cause, a significant inequity to a party, then that party may terminate this Agreement on thirty (30) days written notice.
- d. If the Benefits Plan Manager determines in good faith, or receives general or specific notice from a

governmental agency, that this Agreement, or any part of it, violates or fails to comply with any state or federal law, regulation, rule, or administrative policy, the Benefits Plan Manager shall notify the Plan Sponsor in writing of such condition or circumstance and the parties shall thereafter have thirty (30) days in which to negotiate in good faith and enter into an amendment to this Agreement that affects the minimum modifications necessary to reasonably address the conflict with the law. If no such agreement can be reached in said thirty (30) day period, the Benefits Plan Manager may terminate this Agreement.

e. This Agreement may be executed in one or more counterparts, by facsimile or electronic transmission, when taken together shall be deemed one original instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand this day and year first written above.

Plan Sponsor
Town of Waterford

Benefits Plan Manager
Benetech, Inc.

Printed Name

Darren Moser

Printed Name

Authorized Signature / Date

Authorized Signature / Date

Title

President

Title

APPENDIX A. -- SCOPE OF SERVICES

The Services that will be provided by the Benefits Plan Manager to the Plan Sponsor are as listed below.

The Expiration Date of all services listed below shall be as set forth in Section I. of the Agreement.

Service	Description of Services	Effective Date
1. Benefits Management Services	See page 10	01/01/2023
2. Affordable Care Act -- Consulting and Administrative Services	See pages 10 - 13	01/01/2023
3. Health Reimbursement Arrangement (HRA) -- Administrative Services and Non-Discrimination Testing Services	See pages 13 - 16	01/01/2023
4. Dependent Eligibility Auditing Services	See pages 16 - 17	01/01/2023
5. COBRA Administrative Services	See pages 17 - 19	01/01/2023

APPENDIX A.1. -- DESCRIPTION OF SERVICES

Benefits Management Services

A. PROFESSIONAL SERVICES.

The Benefits Plan Manager will provide the following services:

1. Assist in Labor-Management endeavors relating to the development of new initiatives impacting the Plan Sponsor's then-existing employee benefit programs. This includes coordination with the involved payor(s) to ensure that all changes and enhancements resulting from the collective bargaining process are implemented in a complete, timely, and accurate manner.;
2. Draft, and distribute upon approval, appropriate Subscriber communications relating to new plan offerings, administrative changes, and the like, including descriptive literature as needed;
3. Review current procedures, provide recommendations for appropriate change(s), and assist in implementing those changes as it relates to personnel policies or internal policies for issues such as contributions, waiting periods, etc., as well as Federal and State compliance issues such as ACA, HIPAA, COBRA, TEFRA, DEFRA and FMLA;
4. Provide an experienced, HIPAA-compliant liaison to function as a representative of the Plan Sponsor in resolving all claim and coverage issues that arise with any of the Plan Sponsor's payors/ vendors;
5. Conduct periodic, thorough evaluations of the Plan Sponsor's benefit offerings to ensure that they meet the Plan Sponsor's objectives from both a financial and employee relations standpoint; and,
6. Through a comprehensive Request for Proposal (RFP) process, investigate all available plan options and funding alternatives, and make appropriate recommendations regarding the benefits, financing, and cash flow mechanisms that are in the Plan Sponsor's best interest.

APPENDIX A.2. -- DESCRIPTION OF SERVICES

A. Affordable Care Act (ACA) Consulting Services

1. Benefits Plan Manager's Responsibilities.

The chart below provides a synopsis of the many and varied ACA-mandated provisions, and the Benefits Plan Manager's service and support for each:

ACA Provision	Services/Support
Annual Limits on Employee Cost Sharing	Consulting/Advisement
Elimination of Annual Limits on Essential Health Benefits (EHB)	Consulting/Advisement
Form-W2 Reporting	Consulting/Advisement
Healthcare Flexible Spending Account (Health FSA) Annual Contribution Limit	Consulting/Advisement
Health Insurers' Tax	Consulting/Advisement
Large Employer Shared Responsibility ("Play or Pay")	Consulting/Advisement
Limitations on Maximum Waiting Periods	Consulting/Advisement

ACA Provision	Services/Supplier
Non-Discrimination Testing (fully insured plans)	TBD. As Regulatory details emerge, we will update our Services and Fees accordingly.
Notices of the Exchange	Consulting/Advisement
PCORI Fees	Consulting/Advisement
Summary of Benefits and Coverage (SBC)	Please refer to Section A.2. immediately below
Traditional Reinsurance Fees	Consulting/Advisement

2. Summary of Benefits and Coverage (SBCs)

In addition to consulting and advisement, the Benefits Plan Manager will coordinate annually with the Plan Sponsor's Payor(s) to provide SBCs for each plan offered for the upcoming plan year and deliver the applicable SBCs to the Plan Sponsor not later than 60 days in advance of the plan anniversary date (i.e., by 10/31 for a 1/1 plan year). The delivery date commitment is contingent on the Plan Sponsor finalizing all plan design decisions for the upcoming plan year not later than 90 days in advance of the plan anniversary date (e.g., by 9/30 for a 1/1 plan year).

B. Affordable Care Act Administrative Services

1. Benefits Plan Manager's Responsibilities.

The Benefits Plan Manager will provide the following services as it relates to the ACA's Large Employer Shared Responsibility ("Play or Pay") mandate:

a. Data Management Services

The Benefits Plan Manager will provide:

1. as needed, additional consultation on the data collection process, and how the data is to be captured and tabulated each month;

b. Testing Services

The Benefits Plan Manager will:

1. verify whether the current plans offered by the Plan Sponsor meet the ACA's definition of "Minimum Essential Coverage;"
2. verify that "Substantially All" of the Plan Sponsor's full-time employees (i.e., at least 95%) and their eligible dependents are offered Minimum Essential Coverage;
3. determine whether each employee's required contribution towards single coverage for the lowest cost Minimum Value plan offered by the Plan Sponsor to each employee does not exceed the ACA-mandated percentage of earnings; in other words, if the coverage is "Affordable;" and,
4. provide advisement relating to the outcomes of all the various tests being performed. This will include a cost/benefit analysis of various scenarios, and recommendations to mitigate potential the Plan Sponsor's exposure to Play or Pay penalties.

c. Reporting Services

The Benefits Plan Manager will provide the Plan Sponsor with all of the documents, in electronic format, which are needed to comply with the ACA's Play or Pay reporting requirements:

1. the IRS Form 1094-C ("Transmittal Form"), which includes the following information:
 - a. detailed information regarding the Plan Sponsor -- name, address, Employer Identification Number (EIN), and contact information of the designated individual who is responsible for answering any questions regarding the Plan Sponsor's Transmittal Form;

- b. the date the return is filed;
 - c. the total number of IRS Forms 1095-C (“Employee Statement”) that are being submitted with the Transmittal Form;
 - d. an indicator (checkbox) of whether the Plan Sponsor is a member of an “Aggregated ALE Group” (e.g., a subsidiary of a larger parent organization);
 - e. certification as to which eligibility test(s) the Plan Sponsor used to determine its’ results versus the “Substantially All” criteria;
 - f. an indicator (yes or no checkbox) of whether Minimum Essential Coverage was offered for each month during the prior calendar year;
 - g. the number of full-time employees for each month during the prior calendar year;
 - h. the number of total employees (including part-timers) for each month during the prior calendar year; and,
 - i. the “Transitional Relief Indicator,” if any, which applies to the Plan Sponsor (e.g., 50 to 99 employees; non-calendar (fiscal) year plan, etc.)
2. the IRS Form 1095-C (“Employee Statement”) for each employee/subscriber, which contains detailed information regarding the employee/subscriber and their eligible dependent(s), if any:
 - a. the Plan Sponsor’s name, address, and EIN;
 - b. the employee’s/subscriber’s name, address, and SSN;
 - c. by calendar month:
 1. each employee’s share for single coverage for the lowest-cost Minimum Value Coverage offered to that employee, as applicable;
 2. an indicator code regarding whether or not coverage was offered to the employee;
 3. an indicator code regarding what income ‘safe harbor’ was used for the affordability test; and,
 4. only for Plan Sponsors that offered self-insured health/prescription drug benefits, information regarding all the individuals who were covered under those self-insured benefits for one or more months during the prior calendar year.
 3. The Benefits Plan Manager will submit the complete Information Return (both the Transmittal Form(s) and all of the Employee Statements) to the IRS by the ACA-mandated deadline.

2. Plan Sponsor’s Responsibilities.

The Plan Sponsor will be responsible for:

- a. providing all necessary data files (i.e., the “Ongoing Data Import” file) monthly, in the format and timetable required by the Benefits Plan Manager;
- b. as/if needed, timely provide the Benefits Plan Manager with missing Social Security Numbers (SSNs);
- c. not later than 60 days before the start of a new Plan Year, provide the Benefits Plan Manager with the carrier’s renewal premium rates; and,
- d. within ten (10) business days of receipt, contact the Benefits Plan Manager regarding any error notifications that are sent to the Plan Sponsor by the IRS.

3. Conditions and Acknowledgements.

Under the Affordable Care Act (ACA), the Plan Sponsor is responsible for all Play or Pay compliance requirements. The Benefits Plan Manager configures, updates, and manages the ACA^{trac} services at the Plan Sponsor’s direction, and provides Play or Pay status tracking tools, information, and reporting, which will be used by the Plan Sponsor to assist with the ACA-mandated tracking and reporting requirements, as well as overall compliance needs.

However, except for the timely submission of the annual employee and IRS statements required under Play or Pay, which is made possible only by the Plan Sponsor's timely providing of all required data as described in Section 2. above), the Benefits Plan Manager is not responsible for ensuring the accuracy, completeness, or final compliance of the client concerning the Employer Shared Responsibility Final Regulations (79 FR 8543), or other applicable laws and regulations.

APPENDIX A.3. -- DESCRIPTION OF SERVICES

A. Health Reimbursement Arrangement (HRA) Administrative Services

1. Benefits Plan Manager's Responsibilities

The Benefits Plan Manager will:

- a. provide necessary enrollment materials, including enrollment and claim reimbursement forms;
- b. maintain records of the Subscribers covered under the HRA, all claims filed, and all payments made;
- c. record the Plan Sponsor's contributions to the HRA;
- d. authorize payments from the Plan based on the Subscriber's claims and IRS regulations;
- e. within ten (10) business days of receipt, process all member-submitted ("manual") claims that are submitted for processing and received by Benefits Plan Manager during the term of this Agreement, per the benefits provided for in the Plan Sponsor's Plan Documents (the "Plan") existing as of the date hereof, or as otherwise agreed to in writing by the Benefits Plan Manager and the Plan Sponsor;
- f. when deemed necessary or appropriate by the Benefits Plan Manager for prudent Plan management, and to satisfy IRS substantiation requirements, request additional information from Subscribers as needed to confirm the eligibility of expenses submitted for reimbursement;
- g. as/if needed for the proper operation of the Plan, provide a complete Summary Plan Description (SPD) and related documents, as well as Amendments/Summaries of Material Modification (SMMs) when Plan changes are made; and,
- h. provide quarterly management reports to the Plan Sponsor, detailing all contributions, payments and balances for the Health Reimbursement Arrangement account.

2. Plan Sponsor's Responsibilities

The Plan Sponsor will:

- a. be responsible for all aspects of the Plan which are not specifically described in this Appendix as being the responsibility of the Benefits Plan Manager;
- b. timely enroll all new Subscribers as they become eligible;
- c. timely disenroll all Subscribers who terminate participation in the Plan;
- d. maintain all original Enrollment forms;
- e. distribute Enrollment and Claim forms to all Subscribers as needed;
- f. provide the Benefits Plan Manager with the following information regarding each Subscriber at the time of each new enrollment/re-enrollment: Name, Social Security Number, and annual budget for the HRA; and,
- g. where the Benefits Plan Manager or the Plan Sponsor considers it advisable, obtain proof from the Subscriber that:
 1. all expenses for which reimbursement or payment are claimed were incurred during a period while an eligible Participant was covered under the Plan; and,
 2. the Subscriber has not been reimbursed, and/or is not reimbursable, under any other healthcare

plan.

3. Financial and Administrative Agreements

- a. Under the HRA, each eligible Subscriber enrolled in Single coverage is eligible for \$300, and each Eligible Subscriber enrolled in Other Than Single coverage is eligible for \$600, for the full HRA plan year (August 1st through July 31st). For new employees that are hired during the HRA plan year, the above amounts will be pro-rated based on the date of the employee's eligibility for the HRA, and which coverage tier the employee enrolls in (i.e., Single or Other Than Single).
- b. Remittance of funds from the Plan Sponsor to the Benefits Plan Manager shall be as follows:
 1. Pre-funds provided by the Plan Sponsor are maintained in the Benefits Plan Manager's Plan Account;
 2. The Benefits Plan Manager uses those pre-funded monies to reimburse eligible claims submitted by the Subscribers;
 3. Any time the pre-fund balance maintained in the Plan Account goes below \$300, the Benefits Plan Manager will send an email notification to the Plan Sponsor's designated employee, advising the Plan Sponsor that additional funding is due based on the claims processed;
 4. Within seven (7) business days of the email notification, the Plan Sponsor will provide the Benefits Plan Manager with a check in the amount needed to bring the Plan Account balance back up to the agreed-on pre-fund amount.

The process described in Sections 3.b.3. and 3.b.4. above will be repeated as often as is necessary to maintain an appropriate balance in the Plan Account.

4. Payment of Claims.

Payment of claims will be made directly to the Subscriber by a negotiable instrument drawn by Benefits Plan Manager on the Plan Account, or via direct deposit into the Subscriber's designated bank account, if so authorized by the Subscriber. The Benefits Plan Manager will process manual claims submitted by Subscribers as presented and will issue reimbursement checks to Subscribers as claims are processed.

The Plan Sponsor agrees to provide sufficient funding as described in Section 3. above and acknowledges that the Benefits Plan Manager is not an insurer for any purpose, and the obligation to pay claims arises solely pursuant to this Service, and only to the extent that the Plan Sponsor has provided sufficient funds for that purpose.

5. Mispayments and Overpayments.

- a. In its duty as the Plan Administrator, the Benefits Plan Manager shall rely on the eligibility data provided by the Plan Sponsor. Should a mispayment or overpayment occur due to erroneous eligibility information submitted by the Plan Sponsor, the Benefits Plan Manager will take the following steps to effectuate recovery of said monies:
 1. correspondence to the former Subscriber;
 2. deducting the monies owed from future claim payments.

The Benefits Plan Manager may, but is not required to, take additional steps to seek repayment or recovery of such overpayments.;

- b. Should a mispayment or overpayment occur due to a Subscriber's failure to submit satisfactory

documentation to the Benefits Plan Manager when requested (i.e., the information necessary to substantiate the eligibility of an expense that had been reimbursed under the Plan), the Benefits Plan Manager will advise the Plan Sponsor of its' options for a remedy under IRS regulations;

c. Where the Benefits Plan Manager causes a mispayment or overpayment due to an administrative error, negligence, or omission by the Benefits Plan Manager, the Benefits Plan Manager will initiate each of the actions set forth in Sections 5.a.1. and 5.a.2. above. Upon failure or inability to collect a full refund of the mispayment/overpayment, the Plan Account will then be credited with the balance of the mispayment/overpayment within 30 days of the date that the Benefits Plan Manager learned of the error. The Benefits Plan Manager, however, will not be liable to reimburse the Plan Sponsor if the mispayment/overpayment was not caused by the error, negligence, or omission of the Benefits Plan Manager.

6. Limitations.

Anything herein to the contrary notwithstanding, the Benefits Plan Manager will not be liable to make payments of claims above the Plan Sponsor's contributions and will not be liable for any consequential damages arising from any act or omission in connection with its performance of its responsibilities for HRA Administrative Services under this Appendix. Nor will the Benefits Plan Manager be liable or responsible for reimbursement to the Plan Sponsor or the Plan for any improper payment made on behalf of a former Subscriber unless the Benefits Plan Manager has been notified of the termination of participation at least thirty (30) days before the date the Subscriber is reimbursed. All determinations as to eligibility and payment of claims and benefits are subject to the final review and determination of the Plan Sponsor. The Benefits Plan Manager shall not be liable for any personal injuries or other claims arising out of non-coverage because of the failure of a Subscriber to appeal to the Plan Sponsor, or because of the Plan Sponsor's ultimate denial of coverage.

7. Continuation of Services.

In the event of the expiration of this Agreement, the Benefits Plan Manager shall continue to process all paper claims for eligible expenses which were incurred on/after the Effective Date of this Administrative Service and on/before the Expiration Date of this Agreement, as long as the claims are received by the Benefits Plan Manager within 90 days of the Expiration Date.

B. Health Reimbursement Arrangement (HRA) Non-Discrimination Testing Services

1. Benefits Plan Manager's Responsibilities.

The Benefits Plan Manager will:

- a. perform the following tests, which are designed to validate that the Plan Sponsor's HRA plan does not discriminate in favor of either "highly compensated" or "key" employees:
 1. **Eligibility Test** -- The IRS requires fair and reasonable employee eligibility requirements whereby the plan may not exclude non-highly compensated employees from participating in favor of highly compensated employees or key employees;
 2. **Utilization Test** -- Each eligible Subscriber must have an equal opportunity to select the non-taxable benefit. Waiting periods and maximum benefit levels should be uniform for all Subscribers and their dependents. The following test is required to pass the Utilization Test:
 - a. **25% Concentration Test (Key Employee)** -- ensures the key employees do not receive more than 25% of the total benefits under the plan.
- b. coordinate with the Plan Sponsor's designated staff members to obtain the information necessary to perform the testing; and,
- c. perform the tests twice per plan year -- once at the beginning of each plan year and once during the

fourth quarter of the same plan year -- to ensure that any changes that may have occurred during the plan year did not adversely impact the test results.

2. Plan Sponsor's Responsibilities.

The Plan Sponsor will:

- a. designate staff members who will be responsible for coordinating with the Benefits Plan Manager to ensure timely receipt of the information needed by the Benefits Plan Manager to perform the testing;
- b. timely provide the annual salary for all Subscribers who are currently participating in the HRA plan, in the format required by the Benefits Plan Manager; and,
- c. timely provide the following information to the Benefits Plan Manager, in the format required by the Benefits Plan Manager, for all Subscribers who are not currently participating in the HRA plan: name, date of birth, annual salary, and date of hire.

APPENDIX A.4. -- DESCRIPTION OF SERVICES

Ongoing Dependent Eligibility Auditing Services

A. Purpose.

The purpose of the Ongoing Dependent Eligibility Auditing Services is to allow the Benefits Plan Manager to gather information regarding all dependents who are newly enrolled in a Sponsored Program at any time during the Term of this Agreement. This will allow the Benefits Plan Manager to determine whether or not such dependents are eligible for coverage under the Plan Sponsor's employee benefit programs.

B. Definitions.

For this Service, the following definitions will apply:

1. **Ongoing Dependent Eligibility Audit "As Of" Date:** the specific coverage effective date for each new dependent that is added to the Plan Sponsor's employee benefits programs during the Term of this Agreement;
2. **"Audit Mailing Date":** the date the Dependent Eligibility Audit Verification Package is placed in the U.S. mail;
3. **Response Period:** the time provided for Subscribers with newly enrolled dependents to respond to the Dependent Eligibility Audit Verification request for documents;
4. **Incomplete Responder:** a Subscriber who submits only some of the required Audit Verification documents for one or more newly enrolled dependents by the applicable submission deadline;
5. **Non-Responder:** a Subscriber who does not submit any of the required Audit Verification documents for newly enrolled dependents by the applicable submission deadline;
6. **Proper Documents:** those documents specified by the Benefits Plan Manager as acceptable proof of dependent eligibility; and,
7. **Ineligible Dependent:** any dependent:
 - a. who is identified by the Subscriber as ineligible ("Self-Reported Ineligible Dependent"); or,
 - b. for whom the Subscriber has not provided Proper Documents ("Deemed-Ineligible Dependent"); or,
 - c. who is found to be ineligible for coverage as a result of the Benefits Plan Manager's audit findings; and,
 - d. who is disenrolled due to the Subscriber's termination of coverage participation in the Sponsored Program(s).

C. Timeline.

To be compliant with the insurance carriers' and Affordable Care Act's rules regarding retroactive disenrollments, the Ongoing Audit timeline is only forty-five (45) calendar days from the coverage effective date.

D. Plan Sponsor's Responsibilities

The Plan Sponsor will be responsible for providing the Benefits Plan Manager with complete copies of fully completed enrollment forms not later than fifteen (15) calendar days before the coverage effective date (e.g., by January 15th for a February 1st enrollment).

E. Benefits Plan Manager's Responsibilities

The Benefits Plan Manager will provide the following services:

1. create the Plan Sponsor-dedicated ongoing audit database;
2. upon receipt of the timely enrollment information:
 - a. enroll the new dependents in the carriers and coverages selected by the Subscriber; and,
 - b. print, assemble, and mail personalized Dependent Eligibility Verification packages to Subscribers who have added new dependents, which would include brand new hires who have elected dependent coverage;
3. manage incoming Subscriber responses (calls/documentation) during the Response Period;
4. as applicable, mail the individual audit result letters to Subscribers who have submitted complete and Proper Documents;
5. generate and mail "missing item" requests to Subscribers who have provided incomplete responses during the Response Period;
6. thirty (30) days after the Verification package mailing, mail a personalized final reminder letter to Subscribers who have not responded, or who have submitted incomplete documentation;
7. annually provide the Plan Sponsor with an Audit Project Report for the calendar year being reported; and,
8. scan all documents generated and collected during the calendar year into the Benefits Plan Manager's secure, offsite, digital archive for easy retrieval. Original documents are stored for a period of thirty days before secure disposal via the Benefits Plan Manager's confidential document destruction service.

APPENDIX A.5. – DESCRIPTION OF SERVICES

COBRA Administrative Services

A. Definitions.

1. "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1986;
2. "Qualified Beneficiary" means any individual who is eligible for Continuation Coverage under COBRA;
3. "Continuation Coverage" means the coverage that is made available to a Qualified Beneficiary as the result of a Qualifying Event;
4. "Qualifying Event" means certain events, as specifically defined under COBRA, that cause an individual to lose coverage in their group health plan;
5. "Plan" means the group health plans established by the Plan Sponsor that are subject to the continuation requirements of COBRA {including, if offered by the Plan Sponsor, a Flexible Spending Account (FSA) and/or qualified Health Reimbursement Arrangement (HRA)}; and,

6. "Monthly Contribution Amount" means the amount a Qualified Beneficiary must pay each month for Continuation Coverage.

B. Benefits Plan Manager's Responsibilities.

The Benefits Plan Manager will provide the following COBRA administrative services to the Plan Sponsor for its then-existing Plan(s):

1. Timely enter all information which is received from the Plan Sponsor on a Qualifying Event Notice Form, which is needed by the Benefits Plan Manager to administer the Continuation Coverage for a Qualified Beneficiary, into the Benefits Plan Manager's COBRA administration software;
2. Timely provide the required Election Notices to all Qualified Beneficiaries;
3. Review all Election Notices received from Qualified Beneficiaries for completeness and timeliness of elections;
4. As/if needed, make all reasonable efforts to communicate with the Plan Sponsor and/or Qualified Beneficiary to resolve open Election Notice questions and or/discrepancies in information;
5. Maintain an electronic record of all Qualifying Event Notices received from the Plan Sponsor, all change in status transactions processed by the Plan Sponsor all Election Notices sent to Qualified Beneficiaries, and all Election Notices received from Qualified Beneficiaries;
6. Bill all Qualified Beneficiaries who elect to enroll in Continuation Coverage for their appropriate Monthly Contribution Amount;
7. Post all payments received from Qualified Beneficiaries;
8. By the fifteenth (15th) of each month, remit all payments received from Qualified Beneficiaries in the prior month (less the agreed-upon fees due to the Benefits Plan Manager), along with the supporting "Payment Breakdown Report" to the Plan Sponsor (e.g., by December 15th for payments received in November);
9. Timely provide notification of nonpayment of a Monthly Contribution Amount to both the Plan Sponsor and the Qualified Beneficiary within 10 days following the end of the grace period for all Qualified Beneficiaries who timely elected COBRA continuation coverage and, before the missed payment, timely paid all Monthly Contribution Amounts due; and,
10. Timely provide the Qualified Beneficiary with notice of early termination of COBRA coverage, as applicable.

C. Plan Sponsor's Responsibilities.

The Plan Sponsor hereby agrees to:

1. Provide an initial notice describing COBRA rights to each covered employee and retiree in the form, manner, and timeframe required under COBRA;
2. Retain substantiating materials demonstrating compliance with the initial notice requirements of COBRA in the form and manner required under COBRA;
3. Assume all responsibility for a COBRA violation resulting from the failure of the Plan Sponsor to perform any COBRA-related administrative responsibility that is not specifically delegated to the Benefits Plan Manager as described herein;
4. Be solely responsible for timely notifying the Benefits Plan Manager of all Qualifying Events as they occur, in the form and manner required by the Benefits Plan Manager;
5. Have final authority in deciding any discrepancies, including matters of clerical error concerning a Qualified Beneficiary's eligibility for COBRA; and,
6. If that information is readily available to the Plan Sponsor, timely providing any updated information that would impact the Benefits Plan Manager's responsibilities and/or the eligibility of a

Qualified Beneficiary; for example, change of address; death; disability; divorce or separation; eligibility for other group health plan coverage; eligibility for Medicare; etc.

APPENDIX B. – BILLING AND COMPENSATION

SERVICE	Compensation and Fees
Benefits Management Services	Commissions ¹
Affordable Care Act Consulting and Administrative Services	\$3,475 annually ²
<u>OPTIONAL SERVICE</u> Printing and Mailing of "Pay or Play" 1095-C Forms	\$4 per Form ³
Health Reimbursement Arrangement (HRA) Administrative Services	01/01/2023 Through 12/31/2025 \$4.85 Per Subscriber Per Month (PPPM) ⁴
Non-Discrimination Testing	\$500 per year ⁵
Summary Plan Description (SPD) and Plan Documents	\$300 each ⁶
Amendments and Summaries of Material Modifications (SMMs)	\$100 each ⁶
Dependent Eligibility Auditing Services	\$.60 Per Subscriber Per Month ⁷
COBRA Administrative Services	\$15 Per Election Notice ⁸ The greater of \$4.50 Per Contract Per month (PCPM) or 2% of Premium ⁹

¹ Commissions are "embedded" in the premium rates that are billed to the Plan Sponsor by the respective Payor(s). Under the Payor(s) Agency Agreement with the Benefits Plan Manager, those commissions are paid directly to the Benefits Plan Manager (as the "Broker of Record") by each Payor. The commission amounts can vary based on many factors (e.g., the coverage provider, the insurance contract, the volume and profitability of business the Benefits Plan Manager places with that coverage provider, etc.) and may be subject to change throughout the Term of this Agreement, based on the respective company's filings with the NYS Department of Financial Services (NYS DFS). Under 11 NYCRR 29.5 (Regulation 87), the Benefits Plan Manager will provide an annual disclosure statement (in April) to the Plan Sponsor.

² The fee will be billed monthly in twelve (12) equal amounts.

³ The fee will be billed annually, based on the actual number of 1095-C forms printed out and mailed.

⁴ The fee will be billed monthly, based on the actual number of Subscribers for that month.

⁵ The fee will be billed twice per year (\$250 each), after the conclusion of each test.

⁶ The fee will only be billed when a master document is created and sent to the Plan Sponsor.

⁷ The fee will be billed monthly, based on the actual number of benefit-eligible Subscribers for that month (whether enrolled or not).

⁸ The fee will be billed monthly based on the actual number of Notices, if any, mailed that month.

⁹ If 2% of the premium is less than \$4.50, the Plan Sponsor will be billed for the difference. For example: a COBRA beneficiary enrolls in Individual Dental coverage with a monthly premium of \$30. The Plan Sponsor will be billed \$3.90 (\$4.50 less \$0.60).

Billing and Compensation Assumptions

Unless noted below, the above fees are all-inclusive; all travel, routine administrative, and overhead expenses, including secretarial, document production, telephone, supplies, photocopying, etc. are included.

The fees do not include the following:

1. **Overall Regulatory Compliance:** third-party legal and public accountancy fees incurred for professional services contracted by the Benefits Plan Manager at the specific direction of the Plan Sponsor.
2. **General Communications:** materials, printing, and postage costs for mass mailers and other customized documents prepared and distributed by the Benefits Plan Manager at the specific direction of the Plan Sponsor.
3. **Health Reimbursement Arrangement (HRA) Administrative Services:** the printing and postage costs associated with the mass distribution of the Summary Plan Description (SPD) and/or Amendments/Summaries of Material Modification (SMMs) by the Benefits Plan Manager at the specific direction of the Plan Sponsor.
4. **Affordable Care Act (ACA) Compliance and Administrative Services:** services and costs related to ACA-mandated Non-Discrimination Testing for fully insured plans. As of the date of this Agreement, the Non-Discrimination Testing provision has been delayed until further notice. As further regulatory guidance is released, and if the Plan Sponsor desires to add that service, the Benefits Plan Manager will update this Appendix, and the related fee, accordingly.

Printing and postage costs for mass mailers/distribution of ACA-mandated employee communications, specifically the Summary of Benefits/Coverage (SBC) and the Notices of the Exchange.

December 19, 2022

Mr. John Lawler
Supervisor
Town of Waterford
65 Broad Street
Waterford, New York 12188

UHY LLP
4 Tower Place, Executive Park
7th Floor
Albany, NY 12203

Main 518 449 3171
Fax 518 449 5832
Web www.uhy-us.com

Dear Mr. Lawler:

We are pleased to confirm our understanding of the services we are to provide the Town of Waterford for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements (regulatory basis of accounting) of the Town of Waterford, New York, which comprise the balance sheet – the general fund, special revenue funds, and capital project fund as of December 31, 2022, and the related statement of revenues, expenditures and changes in fund balances (deficit) – the general fund, special revenue funds and capital project fund for the year ended December 31, 2022, and the related notes to the financial statements.

We have also been engaged to report on other information that accompanies the Town of Waterford's financial statements. We will subject the following other information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General and Each Major Special Revenue Fund

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with regulatory basis of accounting (the financial reporting provisions allowed by the New York State Office of the State Comptroller); and report on the fairness of the other information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The financial statements are prepared by the Town of Waterford, New York, on the basis of the financial reporting provisions allowed by the New York State Office of the State Comptroller, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of the New York State Office of the State Comptroller. The effects on the financial statements of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material. The financial statements referred to above do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the Town of Waterford, New York, as of December 31, 2022, or changes in net position, or cash flows thereof for the year then ended.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Mr. John Lawler
Town of Waterford
December 19, 2022
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Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Town of Waterford and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Mr. John Lawler
Town of Waterford
December 19, 2022
Page 3

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Waterford's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Waterford in conformity with regulatory basis of accounting (the financial reporting provisions allowed by the New York State Office of the State Comptroller) based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for

Mr. John Lawler
Town of Waterford
December 19, 2022
Page 4

the preparation and fair presentation of the financial statements and all accompanying information in conformity with regulatory basis of accounting (the financial reporting provisions allowed by the New York State Office of the State Comptroller), and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with regulatory basis of accounting (the financial reporting provisions allowed by the New York State Office of the State Comptroller). You agree to include our report on the other information in any document that contains, and indicates that we have reported on, the other information. You also agree to include the audited financial statements with any presentation of the other information that includes our report thereon OR make the audited financial statements readily available to users of the other information no later than the date the other information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the other information in accordance with regulatory basis of accounting (the financial reporting provisions allowed by the New York State Office of the State Comptroller); (2) you believe the other information, including its form and content, is fairly presented in accordance with regulatory basis of accounting (the financial reporting provisions allowed by the New York State Office of the State Comptroller); (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations

Mr. John Lawler
Town of Waterford
December 19, 2022
Page 5

resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. The assistance to be supplied by your personnel, including the preparation of confirmations, schedules and analyses of accounts, has been discussed and coordinated with Bill Coutu.

We will provide copies of our reports to the Town of Waterford; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of UHY LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to an oversight entity or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of UHY LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight entity. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Alex Zhang is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in April 2023, and issue our reports no later than June 30, 2023.

Our fee for these services will be based on the actual time spent at discounted hourly rates which vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. Based upon our preliminary estimates, the fee should approximate \$22,500. We will also charge an administration fee of 2.5% of billings to cover out-of-pocket costs and expenses related to postage, mailing, report production and other expenses. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

From time to time both during and after the conclusion of our engagement, we may be required to respond to subpoenas or other requests for documents, testimony or court appearances, or to otherwise take actions under compulsion of law or legal process, relating to you and/or the work we have undertaken for you as identified and described herein. In any such instance, you will be and remain responsible to compensate us for our time expended, and to reimburse us for our costs and disbursements (including attorney's fees) incurred, in complying with any such legal requirements, all in the manner described in the preceding paragraph.

Mr. John Lawler
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December 19, 2022
Page 6

You agree to assume all management responsibilities for financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skills, knowledge, and/or experience; evaluate the adequacy and results of the services; and accept responsibility for them. It is your responsibility to maintain original data and records as well as the information produced by information systems. We cannot accept and have no responsibility to maintain any of your data, records, or information.

This engagement letter and all services rendered hereunder shall be governed, construed, and enforced by the laws of the State of New York, without the need to resort to principles of conflicts of laws. New York law shall apply to any legal or equitable proceeding that shall be instituted in any way arising out of this engagement letter, any obligations contained or allegedly contained herein, and all services rendered touching or relating in any way to the obligations of this engagement letter. All parties to this engagement consent to the exclusive jurisdiction of the federal and state courts located in New York and, more particularly, the state court located in Albany County, New York and the federal court located in the Northern District of New York.

In addition, as a result of new auditing standards, delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees incurred.

UHY LLP has a contractual arrangement with UHY Advisors, Inc. and its various wholly owned subsidiaries ("UHY Advisors") pursuant to which UHY Advisors provides UHY LLP with services for which licensure as a CPA is not required. In order to avoid duplication of efforts arising out of this arrangement, we request that you consent to our sharing with UHY Advisors and UHY Advisors sharing with UHY LLP the information that may be obtained from you during the course of our engagement. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to make disclosures to UHY Advisors of confidential information that we may obtain in the course of our engagement.

UHY Advisors, Inc. and UHY LLP are U.S. members of Urbach Hacker Young International Limited, a UK company, and form part of the international UHY network of legally independent accounting and consulting firms. "UHY" is the brand name for the UHY international network. Any services described herein are provided by UHY Advisors and/or UHY LLP (as the case may be) and not by UHY or any other member firm of UHY. Neither UHY nor any member of UHY has any liability for services provided by other members.

Reporting

We will issue a written report upon completion of our audit of the Town of Waterford's financial statements. Our report will be addressed to the Supervisor and Members of the Town Board of the Town of Waterford. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and

Mr. John Lawler
Town of Waterford
December 19, 2022
Page 7

compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Waterford is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

This letter constitutes the complete and exclusive statement of agreement between UHY LLP and the Town of Waterford, superseding all proposals and other communications, with respect to the terms of the engagement between the parties. The terms of this engagement will be construed and governed in accordance with the laws of the State of New York. If any portion of this letter is held invalid, it is agreed that such invalidity shall not affect any of the other portions of the letter.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent external peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Town of Waterford and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

UHY LLP

RESPONSE:

This letter correctly sets forth the understanding of the Town of Waterford.

For the purposes of this engagement letter (and other letters of correspondence), transmitted copies (reproduced documents that are transmitted via photocopy, facsimile or process that accurately transmits the original) are considered documents equivalent to original documents. Signatures transmitted and received via facsimile, .pdf format, e-mail, or an electronic signature platform will be treated for all purposes of this engagement letter (and other letters of correspondence) as original signatures and will be deemed valid, binding and enforceable by and against all parties.

John Lawler, Town Supervisor

Date

OFFICE LOCATIONS

California
Orange County

Connecticut
Farmington

Florida
Miami

Georgia
Atlanta

Maryland
Columbia

Michigan
Ann Arbor
Detroit
Farmington Hills
Port Huron
Sterling Heights

Missouri
Kansas City
St. Louis

New York
Albany
Catskill
Hudson
Kingston
Long Island
New York
Rye Brook
Saratoga Springs

Texas
Houston

Report On Peer Review

We are pleased to provide a copy of UHY LLP's most recent peer review report dated January 31, 2021 as well as the related letter from the Chair of the American Institute of Certified Public Accountants' National Peer Review Committee notifying us that the Committee accepted our peer review report on April 21, 2021. Firms can receive a rating of pass, pass with deficiency(ies), or fail. UHY LLP received a peer review report rating of pass – the best possible outcome.

Peer reviews are conducted on a triennial basis and are performed on the system of quality control for the accounting and auditing practice applicable to non-SEC issuers. Our next peer review will be due on January 31, 2024.

A peer review is conducted by qualified CPA inspectors from an outside CPA firm. These peer reviewers select engagements that are representative of the reviewed firm's non-SEC practice. Their selection considers the various industries served by the firm, the partners serving those industries and must include all levels of attest service – audits, reviews, compilations, agreed-upon procedures engagements, SOC 1 and SOC 2 engagements, and other attestation services.

In addition to the numerous engagement files reviewed in detail, the peer reviewers inspect other areas of our non-SEC practice including client acceptance and retention, independence, integrity and objectivity, licensing and professional membership, and our staff and partner resources related to recruiting, hiring, assignments, education and training, and continuing professional education.

We are proud of our record of commitment to quality and pledge to continue in our dedication to the highest level of service.

UHY LLP



National Peer
Review Committee

April 22, 2021

Cynthia Scheuer
UHY LLP
4 Tower Place, Executive Park, 7th Floor
ALBANY, NY 12203

Dear Cynthia Scheuer:

It is my pleasure to notify you that on April 21, 2021, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is January 31, 2024. This is the date by which all review documents should be completed and submitted to the administering entity. Since your due date falls between January and April, you can arrange to have your review a few months earlier to avoid having a review during tax season.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Michael Fawley".

Michael Fawley
Chair, National PRC
+1.919.402.4502

cc: Candace Wright, Betina Dufault

Firm Number: 900003882951

Review Number: 579417

Report on the Firm's System of Quality Control

To the Partners of UHY LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of UHY LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of UHY LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended July 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. UHY LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
January 11, 2021



UHY LLP is a licensed independent CPA firm that performs attest services in an alternative practice structure with UHY Advisors, Inc. and its subsidiary entities. UHY Advisors, Inc. provides tax and business consulting services through wholly owned subsidiary entities that operate under the name of "UHY Advisors." UHY Advisors, Inc. and its subsidiary entities are not licensed CPA firms. UHY LLP and UHY Advisors, Inc. are U.S. members of Urbach Hacker Young International Limited, a UK company, and form part of the international UHY network of legally independent accounting and consulting firms. "UHY" is the brand name for the UHY international network. Any services described herein are provided by UHY LLP and/or UHY Advisors (as the case may be) and not by UHY or any other member firm of UHY. Neither UHY nor any member of UHY has any liability for services provided by other members.

Bill Coutu

From: Zhang, Alex <azhang@uhy-us.com>
Sent: Thursday, December 22, 2022 2:46 PM
To: coutub@town.waterford.ny.us
Cc: Hamilton, Daniel
Subject: RE: The Town of Waterford's 2022 Engagement Letter

Hi Bill,

On another note, let's please find a time after the holidays to discuss the following:

1. GASB 87 lease standard implementation and assistance (if you need)
2. Single audit (if total federal expenditure of the Town during 2022 exceeds \$750,000)

Depending on the above discussion, our engagement letter may need to be updated or revised.

Thank you,
Alex

Alex Zhang
Audit Partner | UHY LLP
4 Tower Place, Executive Park, 7th Floor, Albany, NY 12203
D: 518 694 5838 | O: 518 449 3171 | F: 518 449 5832
azhang@uhy-us.com | www.uhy-us.com



ALBANY BUSINESS REVIEW



2022 BEST PLACES TO WORK

From: Zhang, Alex
Sent: Thursday, December 22, 2022 2:27 PM
To: coutub@town.waterford.ny.us
Cc: Hamilton, Daniel <DHamilton@uhy-us.com>
Subject: The Town of Waterford's 2022 Engagement Letter

Dear Bill,

How are you? Hope all is well.

Please see the attached Town of Waterford's 2022 engagement letter for your review and signoff.

Although the CPI has increased significantly, as our continuously supporting the Town, we have kept the audit fee similar to last year's with a slight increase of \$975 or 4.5%. We're committed to continue to provide high quality and next level of services. Hopefully this is acceptable to you. If you have any questions, please let me know.

Wish you and your family a Merry Christmas and Happy New Year!

Alex

Alex Zhang

Audit Partner | UHY LLP

4 Tower Place, Executive Park, 7th Floor, Albany, NY 12203

D: 518 694 5838 | O: 518 449 3171 | F: 518 449 5832

azhang@uhy-us.com | www.uhy-us.com



ALBANY BUSINESS REVIEW

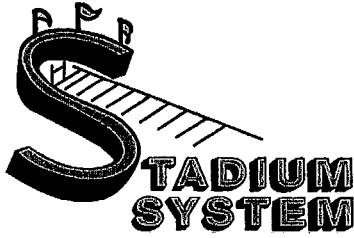


2022 BEST PLACES TO WORK

Important Notices:

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STADIUM SYSTEM, INC.
 61 Church St
 PO Box 940 Canaan, CT 06018
 stadium-system.com
 Email info@stadium-system.com
 Tel 800-708-0059
 Fax 800-708-0060
 *** YOUR SEASON STARTS AND ENDS WITH US ***

Invoice

Invoice #	ITS-2209572
Date	1/16/2023

Billing Address **WATERFORD HALFMOON HS**
 125 MIDDLETOWN ROAD
 WATERFORD, NY
 12188

Shipping Address **WATERFORD HALFMOON HS**
 125 MIDDLETOWN ROAD
 WATERFORD, NY
 12188

Contact **MIKE ROBBINS**

Sport **MER**
 CSR **9**

Sales Rep	Due Date	Payment Terms
TIM SHUMSKY	2/15/2023	Net 30

Product	Description	Quantity	Unit Price	Sub-Total
MERCH	UA # 1369256 Women's UA Stormproof Lined Rain Jacket	20	\$105.00	\$2,100.00
COLOR	Black	1	\$0.00	\$0.00
SIZE	SM-2 MED-16 LG-2	1	\$0.00	\$0.00
DECORATION	Left chest EMB #A197260	20	\$9.00	\$180.00
DECORATION	Left sleeve PLAYER NAME & NUMBER	20	\$6.00	\$120.00
DECORATION	Right sleeve EMB #NEW	20	\$9.00	\$180.00
MERCH	UA # 1369254 Men's UA Stormproof Lined Rain Jacket	2	\$105.00	\$210.00
COLOR	Black	1	\$0.00	\$0.00
SIZE	LG-1 XL-1	1	\$0.00	\$0.00
DECORATION	Left chest EMB #A197260	2	\$9.00	\$18.00
DECORATION	Left sleeve PLAYER NAME & NUMBER	2	\$9.00	\$18.00
DECORATION	Right sleeve EMB #NEW	2	\$9.00	\$18.00

Remarks

Sub-Total	\$2,844.00
Freight	\$45.00
Total	\$2,889.00

***** SALES QUOTES ARE VALID FOR 30 DAYS! *****

A 1.5% CHARGE PER MONTH WILL BE APPLIED ON ALL AMOUNTS OVER 31 DAYS FROM INVOICE. CREDIT CARD PAYMENTS MADE AFTER 15 DAYS WILL BE SUBJECT TO A 3% LATE FEE.

#STAYINTHEGAME

**CIRKIEL ACTUARIAL CONSULTING LLC
3 HIGHLAND TERRACE UPPER MONTCLAIR NJ 07043**

January 30, 2023

William J. Coutu
Budget Officer
Town of Waterford
65 Broad Street
Waterford, New York 12188

(Via email – coutub@town.waterford.ny.us)

Town of Waterford Health Benefits Plan GASB 75 Measurements

Dear Mr. Coutu:

Thank you very much for allowing Cirkiel Actuarial Consulting LLC ("CAC") to provide our actuarial consulting services for the Town of Waterford (the "Town"). The purpose of this letter is to describe the services we are prepared to perform, and the associated fees. If this proposal is acceptable to you, we are prepared to commence work immediately.

Background

The Town of Waterford provides certain post-retirement benefits to its municipal workers and their families that extend into retirement. Included in these are health and welfare benefits such as medical, prescription drug and dental. Accounting standards require the Town to measure and recognize the long-term actuarial value of the financial obligations associated with these offerings.

In practical terms, this means that the "cost" associated with promising future benefits to today's worker will be "borne" by today's Town resident rather than deferring it to future residents. The bad news is that these new measurements typically are very large in relation to today's cash outlays. But, the good news is that the measurements do not change what the program ultimately costs and in fact are quite useful in that they present a clear picture of just how much deferred compensation has been promised.

Government Accounting Standards Board ("GASB") Statement Number 75, covering those that follow Generally Accepted Accounting Principles, requires measurement of not only the long-term obligations, but also requires the calculation of annual cost on an accrual basis. The GASB position on accrual accounting is that the benefits are a form of deferred compensation that should be recognized when earned.

Scope of Work

As requested, CAC will calculate the actuarial obligations in a manner consistent with under GASB 75. We will measure the obligations as of December 31, 2022 based on the December 31, 2022 data because this is a "full valuation" year. We will do so by gathering the information that we request below. We will present our measurements upon receipt of complete and accurate information.

Data Requirements

Plan Design – Summary of any changes in basic retiree plan provisions since the prior valuation. The types of benefit programs that need to be measured are medical, prescription drug, dental, and vision care.- NOT NEEDED I HAVE ALREADY

Census Data – We will require seriatim census data in Excel format, including all active and retired plan participants currently receiving or eligible for retiree benefits. Include name, group, date of birth, date of hire (for actives only), date of retirement (if applicable) dependents' date(s) of birth, plan selection (if a choice,) type of coverage (single, family, etc.) the Town's contribution, the participant's contribution, and salaries for active participants.

Cost Data – Please provide a summary, ideally two years, of claims and premium history, separated for actives and retirees.

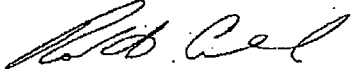
Fees

CAC provides professional consulting services on a fee basis, based on hours spent and the level of expertise of each consultant. Out of pocket expenses are billed in addition, at cost.

For the calculation of December 31, 2022 measurements under GASB 75 we will charge a flat fee of \$3,750.

For additional work, if any, such as participating in strategy and bargaining sessions, we will apply our discounted government billing rates to this engagement of \$225 per hour.

Respectfully submitted,



Robert Cirkiel, FCA, ASA, MAAA, EA

Approved: _____

John E. Lawler, Town Supervisor

Date: _____

**NORTHERN ADIRONDACK CODE
ENFORCEMENT OFFICIALS ASSOCIATION**

(Members from Clinton, Essex, Franklin, Hamilton, Lewis, St. Lawrence, Saratoga, Warren, and Washington Counties)
INVOICE

January 28, 2023

INVOICE No: NY0003598 - 2023

NOTE NEW MAILING ADDRESS

Payable To:

NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION

P O Box 704

Lake Placid NY 12946

Contact: nadirondack@gmail.com

Attendee:

GEORGE QUICK

13 DAVIS DRIVE

WATERFORD NY 12188

Attendance at The

Northern Adirondack Educational Conference

February 27 - March 2, 2023

\$380.00

2023 Annual Dues

\$ 25.00

TOTAL AMOUNT DUE

\$405.00

PLEASE MAKE CHECKS PAYABLE TO:

NORTHERN ADIRONDACK CODE ENFORCEMENT OFFICIALS ASSOCIATION

TAX ID: 14-1802502

WE DO NOT ACCEPT CREDIT CARDS

NYS VENDOR ID: 1000027924

To: Supervisor Lawler

Cc: Councilwoman Marble
Bill Coutu

From: Jeff Cleary, Canal Visitor Center Director

Re: Security Cameras for Hurst Harbor Center

Date: January 30, 2023

For your consideration:

On June 21, 2022 the Center for Security Visited the Hurst harbor Center (HHC) for the purposes of bidding on replacing all security cameras. On July 6, the Center for Security submitted the attached bid in the amount of \$20,000 (Please note that that amount does not include the rental of the lifts that are necessary for the instillation).

On October 17, 2022 Steve Hart from Doyle Security in Watervliet visited the HHC for the purposes of bidding the project. I was told that a bid would be forthcoming. I made several follow-up calls and sent e-mails with no response.

On October 18th Taylor Tech submitted a bid in the amount of \$11,671.98 (This amount also did not include the rental lift).

Upon conversation with Bill Coutu, I asked Taylor Tech to re-bid the project to include the rental lift. On January 12, 2023 Taylor Tech submitted the attached bid that includes the rental of a lift in the amount of \$13,375.98.

Please let me know how you would like to proceed.

Center for Security

Tom Walsh - Scott Hogan

1659 Route 9

Clifton Park, New York 12065

518-274-0046 518-383-5329

Fax: 518-383-5219

www.centerforsecurity.com

July 6, 2022

Town of Waterford
1 Tugboat Alley
Waterford, NY

Enclosed herein, please find a quotation for Center for Security to supply and install fourteen HD cameras along with a 64 channel NVR. Nine cameras will be located on main building covering perimeter. Additional five cameras will be covering dock areas. One long range PTZ camera will be covering the northern bridge dock area. Customer is to supply 110v outlet for NEMA 4 enclosure box that will be supplied and installed by Center for Security.

13- Dome IP Turret Cameras
1- NVR 64 Channel Embedded:DIPNVR64
1- Monitor:SK-24M 24" Monitor
1- UPS:APC UPS 900VA
2- HDD:SK-4TB
1- Dome IP PTZ:CPTZ4IPIR32X 4MP
Labor to Install
Gas Surcharge
Service Call to Location

Total \$20,000.00
Add Tax if Applicable

We require a 50% down payment upon acceptance of quotation and balance in full is due at time of completion of work. Should you have any questions, please feel free to contact our office at any time. We look forward to hearing from you at your earliest convenience.

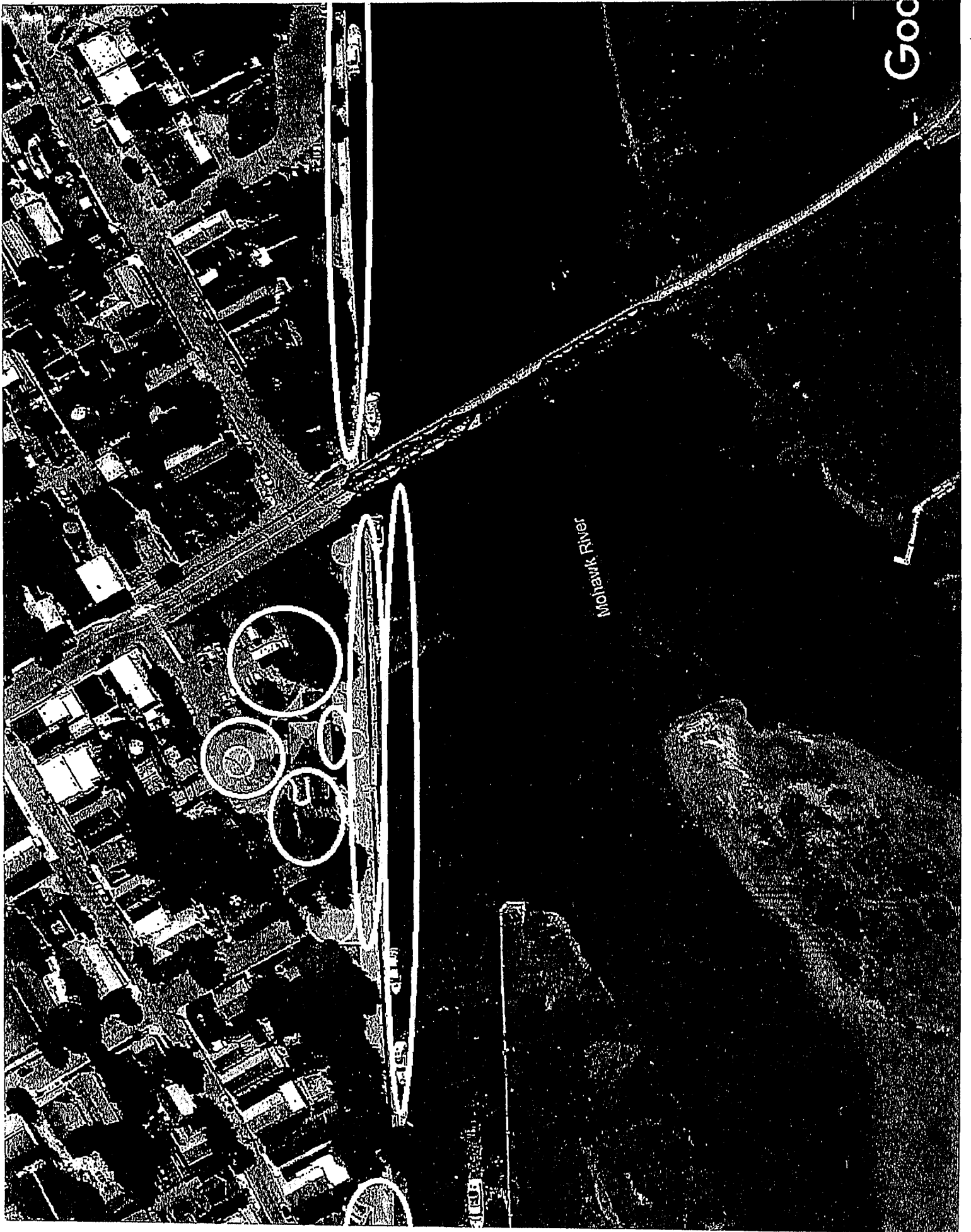
Estimated by:
Scott Hogan

Please sign and email to shop@centerforsecurity.com, upon acceptance of quotation.

Signature _____

Date _____

Pricing valid for 30 days.



Good

Mohawk River



TAYLOR TECH.LLC
PO BOX 9442
Schenectady, NY 12309 US
(518)6568700
taylortechllc@gmail.com
www.taylortechllc.com

Estimate

ADDRESS

Waterford Visitors Center
1 Tugboat Alley
Waterford, Ny 12188

ESTIMATE # 2690

DATE 01/12/2023

EXPIRATION DATE 02/28/2023

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Installation 16ch NVR W/12TB hard drive ANR technology to enhance the storage reliability when the network is disconnected Up to 16CH IP cameras can be connected (up to 12 MP) Full channel recording at up to 12MP resolution HDMI Video output at up to 4K (3840 2160) resolution Smart search for the selected area in the video; and smart playback to improve the playback efficiency POS information overlay on live view and playback POS triggered recording and alarm LTS-Connect for easy network management 16 independent PoE network interfaces are provided Long distance (100-300 m) network transmission via PoE	1	1,889.00	1,889.00
	Installation 8 MP(4K), turret 2.8mm lens(90 deg), 3840x2160 resolution@15fps, 0.028 lux@F2.0, H.265/H.265+ compression, Matrix IR LED up to 100ft, MicroSD Card Slot up to 128GB, Auto Network Replenishment, True WDR 120dB, 3D DNR, BLC, IP67, DC 12V, PoE HARD WIRED W/AUDIO	12	500.00	6,000.00
	Installation 8 MP(4K), turret 2.8mm lens(90	2	600.00	1,200.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	deg), 3840x2160 resolution@15fps, 0.028 lux@F2.0, H.265/H.265+ compression, Matrix IR LED up to 100ft, MicroSD Card Slot up to 128GB, Auto Network Replenishment, True WDR 120dB, 3D DNR, BLC, IP67, DC 12V, PoE W/AUDIO ON THE LIGHT POST TO SEE ACROSS THE RIVER			
	Installation point to point bridge BEAM FOR THE 2 CAMERAS ON THE LIGHT POST	1	500.00	500.00
	Installation 12.3MP IP FISHEYE High Definition, Up to 4000x3072 resolution, real-time streaming, 360 View Angle, Multiple Viewing Modes, Audio I/O, IP66, Vandalproof, DC 12V, PoE	1	1,600.00	1,600.00
	Installation 5 port poe switch	1	77.99	77.99
	Installation W Box 28" Ultra HD 4K Pro-Grade Color Monitor	1	404.99	404.99
				Subtotal: 11,671.98
	Lease 30' articulating boom lift for the week	1	1,704.00	1,704.00
	Option 8 MP IP, PTZ Dome, 8MP/4K, 3840 2160@24fps, 36X Optical Zoom, H.265, 140dB WDR, 6-216mm, 45W AC24V/High POE AT THE TIP OF THE DOCK	0	2,799.00	0.00
	Option point to point bridge BEAM FOR THE PTZ CAMERA AT THE TIP OF THE DOCK	0	500.00	0.00
	Services 2 year manufacturer warranty on NVR and on cameras.	1	0.00	0.00
	NO SALES TAX CAPITAL IMPROVEMENT	0	0.00	0.00
	All hardware, wire, programming and labor included in each device. We hook NVR up to your monitor, laptop etc... Remote phone access \$10/mnth Note: Will program 2 cameras for live stream			

This is a quote on the goods named, subject to the conditions noted below:
Customer to Provide AC Power where required. If Telephone/Network Communication is not compatible with company equipment, customer is aware there is additional equipment required to offer Monitoring/Networking Service and is subject to additional fees. If optional equipment or service is requested please circle the option(s) and Initial next to each one you have selected to have completed. 50% down payment REQUIRED. Balance is due in full on completion of services including any adjustments made agreed by purchaser.

SUBTOTAL	13,375.98
TAX	0.00
TOTAL	\$13,375.98

Accepted By

Accepted Date