



AGENDA
WATERFORD TOWN BOARD MEETING
August 1, 2023

1. **Call to Order and Call of the Roll**
2. **Communications and Petitions**
 - Notice of Application for a Special Use Permit for Telecommunications Facility Application of Cellco Partnership d/b/a/ Verizon Wireless at 421 and 415A Albany Shaker Rd, Colonie, NY
3. **Action on the minutes of previous meetings as follows:**

Town Board Meeting of July 5, 2023 and Agenda and Special Meeting of July 25, 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 119 Resolution to authorize the Town Supervisor to execute a contract with Southworth-Milton Inc.

Resolution 120 Resolution to authorize the Town Supervisor to sign an agreement with North Ward Environmental Services, LLC

Resolution 121 Resolution to authorize the Town to solicit bids for replacement of the pool liner
6. **Other Business**

RESOLUTION # 119

RESOLVED, that the Town Board of the Town of Waterford hereby authorizes the Town Supervisor to execute a contract with Southworth-Milton, Inc. d/b/a/ Milton Cat for On-Site Scheduled Maintenance of the Town Hall generator for the period 9/1/2023 – 8/31/2026. The cost of the three (3) year agreement is \$5,646.74.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION # 120

RESOLVED, that the Town Board of the Town of Waterford hereby authorizes the Town Supervisor to sign a Household Hazardous Waste Collection Agreement with North Ward Environmental Services, LLC.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #121

**RESOLUTION FOR THE YEAR 2023 OF THE TOWN BOARD
OF THE TOWN OF WATERFORD CALLING FOR REBIDS FOR THE
REPLACEMENT OF THE TOWN'S POOL LINER**

WHEREAS, the existing line of the Town of Waterford's pool needs to be replaced;

WHEREAS, the Town Board desires to solicit bids for the replacement of the liner of
the Town of Waterford's pool;

NOW THEREFORE BE IT RESOLVED THAT the Town Board hereby calls for sealed bid proposals in conformance with the Notice to Bidders and the bid specifications, which are available via email from Environmental Design Partnership (“EDP”) after 12:00 p.m. on the 9th day of August, 2023 or beginning the 9th day of August, 2023 through the NYS Contract Reporter at <https://www.nyscr.ny.gov>, which are to be received and considered publicly at Town Clerk’s Office, on the 30th day of August, 2023 at 1:00 p.m., the time and place specified in said public notice.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilman Marble
Councilman McClement
Supervisor Lawler



Milton



Billing # 7153350

Date:

6/29/2023

Customer # 7153350

Invoice to: Town of Waterford 65 Broad St Waterford, NY 12188		Site Information: Town of Waterford 65 Broad St Waterford, NY 12188			
Attn:	Danielle Clemente	Site Contact:	Danielle Clemente		
E-mail:	clemented@town.waterford.ny.us	E-mail:	clemented@town.waterford.ny.us		
Phone:	518-235-8184	Phone:	518-235-8184		
Cell:		Cell:			
Fax:		Fax:			
Make:	Caterpillar	Contract Years:	3	Service Schedule Type:	Non Flexible
Model:	D75P3	Contract Period :	9/1/2023	8/31/2026	# of PM Services 6
Serial #:	NPF02861	Customer Equip #:	65 Broad St		# of Secondary Events 1
KW:	75		E15559		
				Total # of Services	7

Notes:
ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS. THIS IS A PREVAILING WAGE AGREEMENT. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION.

Agreement Price:	\$ 5,646.74	PM Price year 2:	\$ 1,737.46	Loadbank Test:	\$ -
PM Price Year 1:	\$ 1,662.64	PM Price year 3:	\$ 1,815.64	Battery Replacement:	\$ 431.00
		Other Services:	\$ -	ATS Test:	\$ -
Description		Date of Service		Year	Price
PM 2		November		2023	\$973.69
PM 1		May		2024	\$688.95
PM 2		November		2024	\$1,017.51
PM 1		May		2025	\$719.95
PM 2		November		2025	\$1,063.29
PM 1		May		2026	\$752.35
Battery Replacement	Last Battery: 7/2022 (1) 230-6368	November		2025	\$431.00
	Customer to provide lifting assistance for battery replacement				
	This is REQUIRED to avoid cost of second tech.				
NYS Prevailing Wage		NYS Prevailing Wage		NYS Prevailing Wage	
ASSUMES GROUND LEVEL GENERATOR INSTALLATION	ALL WORK TO BE DONE DURING NORMAL WEEKDAY HOURS.				
ADD SALES TAX If applicable.		ADD SALES TAX If applicable.		ADD SALES TAX If applicable.	



PREVENTIVE MAINTENANCE

PM1 AND PM2

To help protect your investment and assure the reliability of your power generation equipment, Milton CAT offers different types of Preventive Maintenance or PM agreements. As with all Milton CAT Preventive Maintenance, PM1 and PM2 services are scheduled and performed by Milton CAT factory-trained technicians.

PM1 SERVICE (INSPECTION/MINOR)

Cooling System

- Inspect radiator/heat exchanger for leaks, exterior cleanliness and/or deterioration.
- Check and record coolant level.
- Check and record coolant freeze protection.
- Obtain coolant sample and send out for laboratory analysis.
- Inspect hoses and connections for signs of leaks and/or deterioration.
- Inspect fan drive pulley and fan for signs of wear or cracks.
- Inspect fan drive belts for signs of cracking or deterioration.
- Confirm jacket water heater is working and record coolant temperature (engine not running).
- Inspect water pump for any indication of leaks.

Fuel System

- Inspect fuel water separator (if equipped), drain any water from water/sediment bowl (if equipped).
- Check and record fuel tank level (if equipped with gauge).
- Visually inspect fuel tank and fuel piping for any indication of leaks.
- Inspect fuel lines and connections for leaks.

- Inspect governor linkage (if equipped) for free movement and signs of wear.
- Record fuel pressure (if equipped) while engine is running.

Air Intake and Exhaust System

- Check air filter restriction gauge (if equipped with gauge) for amount of filter restriction.
- Inspect filter element visually.
- Inspect air intake system for any loose components or signs of wear/rubbing.
- Inspect turbocharger(s) (if equipped) for loose intake or exhaust components.

Lube Oil System

- Verify oil level is between "add" and "full" marks on dipstick.
- Inspect crankcase breather and related tubing for signs of leaks or excessive pressure.
- Crankcase fumes disposal tube/piping should be extended beyond radiator to prevent oil mist contamination of radiator core.
- Note and record oil pressure on gauge with engine running.
- Obtain oil sample (via sample port with engine running) and send out for laboratory analysis.*
- Check for any signs of oil leaks.

** If engine is not currently equipped with a sample valve, Milton CAT will install one at no cost during first scheduled service.*

Starting System

- Check and record specific gravity reading of each cell (if maintainable).
- Check for proper level of electrolyte in each cell.
- Check battery charger for proper operation and record amperage reading.
- Check and record the last date that batteries were replaced. Recommend that batteries be replaced every three years, regardless of condition.

Control Panel

- Verify gauges are operating and record readings.
- Check for presence of any warning lights/alarms.
- Perform lamp/bulb test.

Safety Controls – check for proper operation of safety devices below:

- Overcrank
- Overspeed
- High Coolant Temperature
- Low Oil Pressure
- Not-in-Auto
- Emergency Stop

Natural Gas or Propane Generator Sets

- Inspect engine gas lines, regulator and carburetor for signs of leaks/corrosion.
- Inspect carburetor and linkage (if equipped) for proper operation.
- Inspect ignition system (magneto/distributor/spark plugs/wires).

Operational Checks with Engine Running

- Check for any leaks or unusual noises.
- Verify proper voltage and frequency via control panel gauges.
- Check for proper air inlet and outlet louver operation (if equipped).
- Operate for no more than five (5) minutes without load. Longer periods not recommended without a minimum of 30% of nameplate capacity load applied.
- Perform five (5) minute confidence test/available building load test if permitted by customer. Customer representative must be present to operate necessary circuit breaker to allow transfer to emergency source.

Walk-around inspection

- Visual inspection of generator and environment.
- Check for signs of rodent/insect activity.

Conclusion of visit / Recommendations

- Control panel: confirm control switch is in "auto" position.
- Circuit breaker: confirm breaker is in "ON" position.
- Provide written recommendation(s) for any suggested repairs.
- Make electronic copy of inspection report available to customer.
- Provide written estimate of additional work to customer within one week of service visit.
- Technician will clean up and dispose of any waste generated during service visit.

PM2 SERVICE (INSPECTION PLUS OIL CHANGE/ MAJOR)

Perform all work required under PM1 Inspection plus;

- Replace lubricating oil and lubricating oil filters and fuel filters (including fuel/water separators).

Southworth-Milton, Inc. d/b/a Milton CAT
 STANDARD TERMS AND CONDITIONS OF CUSTOMER SERVICE AGREEMENT ("Terms and Conditions")

A. AUTOMATIC RENEWAL OF AGREEMENT

1. 12-Month Periods: This Agreement automatically shall continue to renew unless (1) the Customer terminates the Agreement via written notice to the Milton CAT PSSR 30 days prior to the End Date, (2) Milton CAT elects not to renew the Agreement, (3) the Parties execute a new CVA or similar agreement, or (4) total renewal price exceeds 10% increase, at which time a new agreement will be presented.

Unless otherwise specified in the Customer Service Agreement to which these Terms and Conditions are attached (the "Agreement"), all Services provided by Southworth-Milton, Inc. Inc. d/b/a Milton CAT ("Milton") for the Customer/Owner/Owner's Agent ("Customer") are made on the following terms and conditions:

SERVICE HOURS: Milton will render maintenance, testing and/or inspections during the regular business hours of 7:00 a.m. - 3:30 p.m. Monday through Friday unless otherwise stated in the Agreement. Parts and labor provided outside the scope of work in the Agreement will be invoiced at the prevailing rates, with a 4-hour minimum labor charge for all work emergency service requests performed outside of regular business hours.

PRICES: Pricing is f.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Milton and the Customer shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Milton is required to pay any such tax, fee or charge, at time of sale or at any time thereafter, the Customer shall reimburse Milton therefore in accordance with the payment terms below. Prices do not include freight or environmental charges for deliverables inside or outside the scope of the Agreement.

PAYMENT TERMS: Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net Thirty (30) Days from invoice date for Milton account holders and Net One (1) Day for non-account holders unless otherwise expressly agreed to in writing by Milton. Milton reserves the right to add to any account outstanding for more than thirty (30) days a service charge of one and one-half percent (1.5%) of the principle amount due at the end of each month or the maximum allowable legal interest rate, if a lesser amount. Customer may not withhold any amount from Milton as retention for failure of Customer to receive payment from other parties or as an offset against any claims Customer may assert against Milton.

ENTRY TO PERFORM WORK: If Milton is required to enter Customer's premises in connection with activities related to this Agreement, Milton's rights of entry shall be subject to applicable governmental security laws and Customer's security regulations and procedures. If such requirements would prevent a technician from reaching the location where services are to be performed within the time set forth in the Agreement, the required response time set forth in the Agreement will be extended by the additional time taken by the technician to reach the service site due to the security regulations and procedures and Customer will be billed for such time. Once Milton is on site for a scheduled activity, additional labor charges may accrue if work is cancelled and/or postponed due to end-user's operational requirements or due to failure of auxiliary components/systems which are not part of the equipment covered by this Agreement.

FORCE MAJEURE: Milton shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Milton, which include but are not limited to acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, war, embargo, strikes, labor disputes, explosions, riots, laws, rules, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of Milton or its suppliers.

CANCELLATION: Customer's cancellation of service, or any part thereof, will not be effective unless accepted by Milton in writing. Customer will pay in full for any work which is complete and will pay Milton's charges for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Milton and additional charges Milton incurs as a result of such cancellation.

WARRANTY: Materials provided herein are warranted by Milton for twelve (12) months from the date of invoice, limited to defects in materials and workmanship from the Milton's supplier. Services provided herein are warranted by Milton for ninety (90) days or fifty (50) running hours, whichever is less, and limited to defects in service workmanship provided by Milton. Extended Service Coverage (ESC) or other Power Protection Programs offered by Milton are available and will prevail if purchased separately and duly registered with Caterpillar, Inc. Inspection and/or service by Milton do not guarantee that failures will not occur in any given time frame or between Milton's visits. Customer reserves the right to accept/reject any recommendation made by Milton regarding service, maintenance or repair of engines and equipment.

OTHER THAN AS EXPRESSLY PROVIDED HEREIN, MILTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

LIMITATION OF LIABILITY: Milton's liability is limited to the value of the work, repair, or material actually contracted for in the Agreement during the effective dates of the Agreement. Milton shall not be liable for any losses, damages, injuries, claims, demands and expenses including, but not limited to, consequential or incidental damage caused by war, Acts of God, acts of terrorism, governmental regulations, strike, loss damage, destruction, obsolescence, claims by third parties, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingent nature.

INDEMNIFICATION: Customer shall defend, indemnify and hold harmless Milton, its employees, directors, affiliates, customers, agents, vendors, successors, and assigns against any and all damages, claims or liabilities, expenses (including attorney's fees) or injuries, including death, arising out of or resulting in any way from any negligent act or omission of Customer, its agents, employees, or subcontractors. The foregoing indemnity shall not apply to any damages or liabilities to the extent caused by the willful misconduct or gross negligence of Milton.

WAIVER OF JURY TRIAL. CUSTOMER HEREBY WAIVES ANY RIGHT CUSTOMER MAY HAVE TO A TRIAL BY JURY IN ANY CAUSE OF ACTION THAT MAY ARISE OUT OF THIS AGREEMENT.

MODIFICATION: These Terms and Conditions may not be altered, modified, waived, abandoned, or terminated in any manner whatsoever by the Customer, unless said changes and/or modifications are expressly agreed to in writing by the Milton. Lack of enforcement on the part of the Milton of any provision contained herein does not negate the obligation.

ASSIGNMENT: The Agreement may not be assigned by Customer without Milton's prior written consent and any attempt to do so shall be null and void and of no effect.

APPLICABLE LAW; VENUE: The Agreement and any subsequent Purchase Orders issued hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Additionally, if any legal action or inquiry is taken against Milton, such action must be filed with a Court of competent jurisdiction in the Commonwealth of Massachusetts and no other state or province.

CONCLUSION: All orders accepted by Milton are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clause that purports to establish precedence of Customer terms or states a conflicts clause or like term. No other communications shall be deemed a waiver of these Terms and Conditions unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Milton unless made in writing and signed by an Officer of Milton.

BINDING EFFECT. The Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

NON-WAIVER. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

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

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

NOTICES. All notices required or desired to be given hereunder shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

AFFIRMATIVE ACTION NOTICE: Customer is notified that they may be subject to the provisions of: 41 C.F.R. §60-300.5(a); 41 CFR §60-741.5(a); 41 C.F.R. §60-1.4(a) and (c); 41 C.F.R. §60.17(a); 48 C.F.R. §52.222-54(e); and 29 C.F.R. Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Customer shall abide by the requirements of 41 C.F.R. §60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Customer shall abide by the requirements of 41 C.F.R. §60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

Customer agrees to abide by and comply with all federal, state and local nondiscrimination laws, rules and regulations including but not limited to the Fair Housing Act, Americans with Disabilities Act, all federal, state and local laws and any other laws, codes or regulations incorporated into the Owner-Contractor agreement as they may apply to the Work.

Customer # 7153350

Serial #

NPF02861

Customer

Southworth-Milton, Inc. d/b/a/ Milton CAT

Name:

Name:

Pete Olivier

Title:

Title:

Power Solutions Representative

Signature:

Signature:

Pete Olivier

Date:

Date:

6/29/2023

Must be fully executed within 21 days

Void if not fully executed within 21 days

Please return to either of the options below:

Scott Daigle

518-877-6805

scott-daigle@miltoncat.com

Milton Cat Service Agreements

scott-daigle@miltoncat.com




North Ward Environmental Services

16 Woodland Drive Woodland Park NJ 07424

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this ____ day of _____, 2023 by and between The Town of Waterford (hereinafter "Community"), and North Ward Environmental Services, LLC (hereinafter "North Ward Environmental Services, llc").

Community and North Ward Environmental Svcs., LLC hereby agree as follows:

1. October 21, 2023, in Waterford, New York, North Ward Environmental Svcs. LLC shall have present trained personnel, supplies, equipment to handle, containerize, label, load and transport all collected material for disposal in a manner which conforms to state and federal laws and regulations.
 2. The Community agrees to pay North Ward Environmental Services, LLC for services listed in accordance to the pricing schedule (see attachment). The Community coordinator must always be present and will be responsible for terminating the collection program when the contract limit has been reached. Community agrees to pay North Ward Environmental Svcs., LLC within thirty (20) days of mutually agreed upon invoice receipt.
 3. The Community shall provide a person in charge to direct traffic and to maintain order throughout the collection program.
 4. North Ward Environmental Svcs. shall accept only household hazardous waste for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
 5. North Ward Environmental Svcs. shall be deemed to be the "generator" and take "title" of all Wastes accepted throughout the collection program.
- 



North Ward Environmental Services

16 Woodland Drive Woodland Park NJ 07424

6. North Ward Environmental Svcs. shall transport for disposal all waste which is collected. Such waste will be transported to a licensed facility for processing. North Ward Environmental Svcs. will perform all services under this agreement in a safe, efficient, professional and lawful manner.
7. North Ward Environmental Svcs. represents that it shall possess on the day of collection:
 - a. A valid EPA Identification number for generation and transportation of hazardous wastes;
 - b. A valid state transporters license and vehicle identification device for each vehicle for transportation of hazardous wastes;
 - c. All insurance coverages listed in the insurance section of the RFP.
8. The Community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.
9. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

Town of Waterford

35 South Street

Waterford, New York 12188

Attn: Tony Lubas

To:

North Ward Environmental Services, LLC

16 Woodland Dr.

Woodland Park, NJ 07424

Attn: Raymond Salerno President





North Ward Environmental Services

16 Woodland Drive Woodland Park NJ 07424

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

Town of Waterford, NY

Signature: _____

By: _____

Title: _____

Date: _____

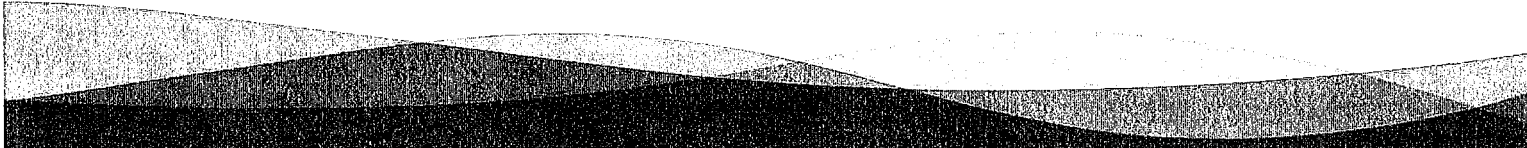
North Ward Environmental Svcs. LLC

Signature: *Raymond Salerno*

By: Raymond Salerno

Title: President

Date: 7/19/2023





North Ward Environmental Services

16 Woodland Drive Woodland Park NJ 07424

2023 PRICING PAGE FOR TOWN OF WATERFORD, NY

TRANSPORTATION FEE		\$2,000.00
SMALL PROPANE	55 GAL	\$150.00
AEROSOLS	CU. YD. BOX	\$415.00
BULK PAINT	55 GAL	\$150.00
BULK FLAMMABLE LIQUID	55 GAL	\$150.00
LAB PACK FLAMMABLE LIQUID	CU. YD. BOX	\$415.00
FLAMMABLE SOLID	5 GAL	\$200.00
OXIDIZING LIQUID/SOLID	55 GAL	\$250.00
PESTICIDE LIQUID/SOLID	55 GAL	\$250.00
CORROSIVE ACID/BASE	55 GAL	\$230.00
MERCURY	5 GAL	\$200.00
ANTIFREEZE	55 GAL	\$150.00
MOTOR OIL	55 GAL	\$150.00
HHW BATTERIES	55 GAL	\$150.00
FLOURESCENT BULBS	LN FT	\$ 0.35

Raymond Salerno

President

