



AGENDA
WATERFORD TOWN BOARD MEETING
December 7, 2023

1. **Call to Order and Call of the Roll**
2. **Communications and Petitions**
 - Received a "thank you" from Living Hope United Methodist Church Food Pantry
 - Received a "thank you" from St. Mary's/St. Vincent de Paul Food Pantry
 - Received a "thank you" to the Highway Department from a resident of Devitt Road
 - Letter from Water Commissioners of the Town of Waterford regarding water rate increases
3. **Action on the minutes of previous meetings as follows:**

Town Board Meeting of November 8, 2023, Special Meeting of November 21, 2023 and Agenda Meeting of December 5, 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 #160 Resolution to authorize Jason Norton to attend training

Resolution #161 Resolution to authorize the Town Supervisor to sign a lease amendment with CELLCO PARTNERSHIP d/b/a Verizon Wireless

Resolution #162 Resolution to accept the proposal of David Williams for cemetery ground maintenance

Resolution #163 Resolution to authorize the purchase of an LED scoreboard for Middletown Road ball fields

Resolution #164 Resolution to authorize the reimbursement to the Waterford-Halfmoon School for the purchase of jackets for the girls varsity soccer team
6. **Other Business**

Waterford Town Board December 7, 2023

RESOLUTION #160

RESOLVED, that Jason Norton be and he is hereby authorized to attend two training classes toward his Wastewater Treatment Plant Operators 2A license at The Environmental Training Center at SUNY Morrisville from January 8, 2024 thru January 12, 2024 and February 12, 2024 thru February 16, 2024.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #161

RESOLVED, that the Town Supervisor be and he is hereby authorized to sign a First Amendment to Building and Rooftop Lease Agreement with CELLCO PARTNERSHIP d/b/a Verizon Wireless related to equipment located at 65 Broad Street, Waterford NY.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #162

RESOLVED, that the Town Board of the Town of Waterford hereby accepts the proposal of David T. Williams for ground maintenance, such as the removal of small trees and shrubs, at the Waterford Rural Cemetery during the months of January, February, March and April 2024 at a cost of \$1,250 per month for a total cost of \$5,000.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau

Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #163

RESOLVED, that the Town Board of the Town of Waterford hereby authorizes the purchase of an LED Scoreboard from NEVCO via Sourcewell Contract #030223-NVC at a cost of \$29,377.51 for use at the Middletown Road ballfields.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

RESOLUTION #164

RESOLVED, that the Town Board of the Town of Waterford hereby authorizes the reimbursement not to exceed \$2,500. 00 to the Waterford Halfmoon School District for the purchase of twenty two Port Authority jackets for the girls varsity soccer team.

Offered by
Seconded by

Councilman Ball
Councilman Boudreau
Councilwoman Marble
Councilman McClement
Supervisor Lawler

R160

Here is the information for the resolution for Jason Norton to take the next two classes toward his Wastewater Treatment Plant Operators 2A License and hotel stay. If you have any questions just let me know. Thanks and have a great day. Craig

Suny Morrisville

Course 1-Activated Sludge:\$525.00

Dates-01/08/2024-01/12/2024

Brae Loch Inn- Arrive Sunday 01/07/2024 Afternoon, Checkout Friday 01/12/2024 AM,\$425.00

Course 2-Lab, \$575.00

Dates-02/12/2024-02/16/2024

Brae Lock Inn-Arrive Monday 02/12/2024 AM, Checkout Friday 02/16/2024 AM,\$340.00

**FIRST AMENDMENT TO BUILDING AND ROOFTOP
LEASE AGREEMENT**

This First Amendment to Building and Rooftop Lease Agreement (“First Amendment”) is made and entered into the ___ day of _____, 20____, by and between the TOWN OF WATERFORD, a municipal corporation, with its principal offices located at 65-67 Broad Street, Waterford, New York 12188 (“LESSOR”) and CELLCO PARTNERSHIP d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“LESSEE”). LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WHEREAS, LESSOR and LESSEE entered into a Building and Rooftop Lease Agreement dated March 28, 2019, (the “Agreement”), a Memorandum of which was recorded in the Saratoga County Clerk’s Office on November 17, 2020 as Instrument # 2020032373; and

WHEREAS, LESSOR and LESSEE agree to modify certain terms of the Agreement as set forth in this First Amendment; and

NOW THEREFORE, in consideration of the mutual covenants, agreements and representations contained herein, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. The Parties amend the Premises leased under the Agreement by replacing Exhibit B of the Agreement with Exhibit B-1, attached hereto.
2. Following full execution of this First Amendment, LESSEE’s annual rental shall increase by \$1,600.00, said increase to be effective on the next anniversary of the Commencement Date. LESSOR and LESSEE acknowledge and agree that if this First Amendment is fully executed less than 90 days before the next anniversary of the Commencement Date, the rent increase amount may not be delivered by LESSEE until at least 90 days after the full execution of this First Amendment.
3. This First Amendment shall be effective as of the date of full execution by both Parties.
4. Except as specifically set forth in this First Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified, reaffirmed, and fully incorporated into this First Amendment. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control.
5. This First Amendment shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.
6. Capitalized terms used and not otherwise defined herein shall have the same meanings as under the Agreement.

7. In the event that any one or more of the provisions contained in this First Amendment shall be held invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein, or in the Agreement shall not, in any way, be affected or impaired.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this First Amendment to be duly executed on the date first written above.

LESSOR: TOWN OF WATERFORD

By: _____
Jack Lawler, Supervisor

Date: _____

LESSEE: CELLCO PARTNERSHIP
d/b/a Verizon Wireless

By: _____

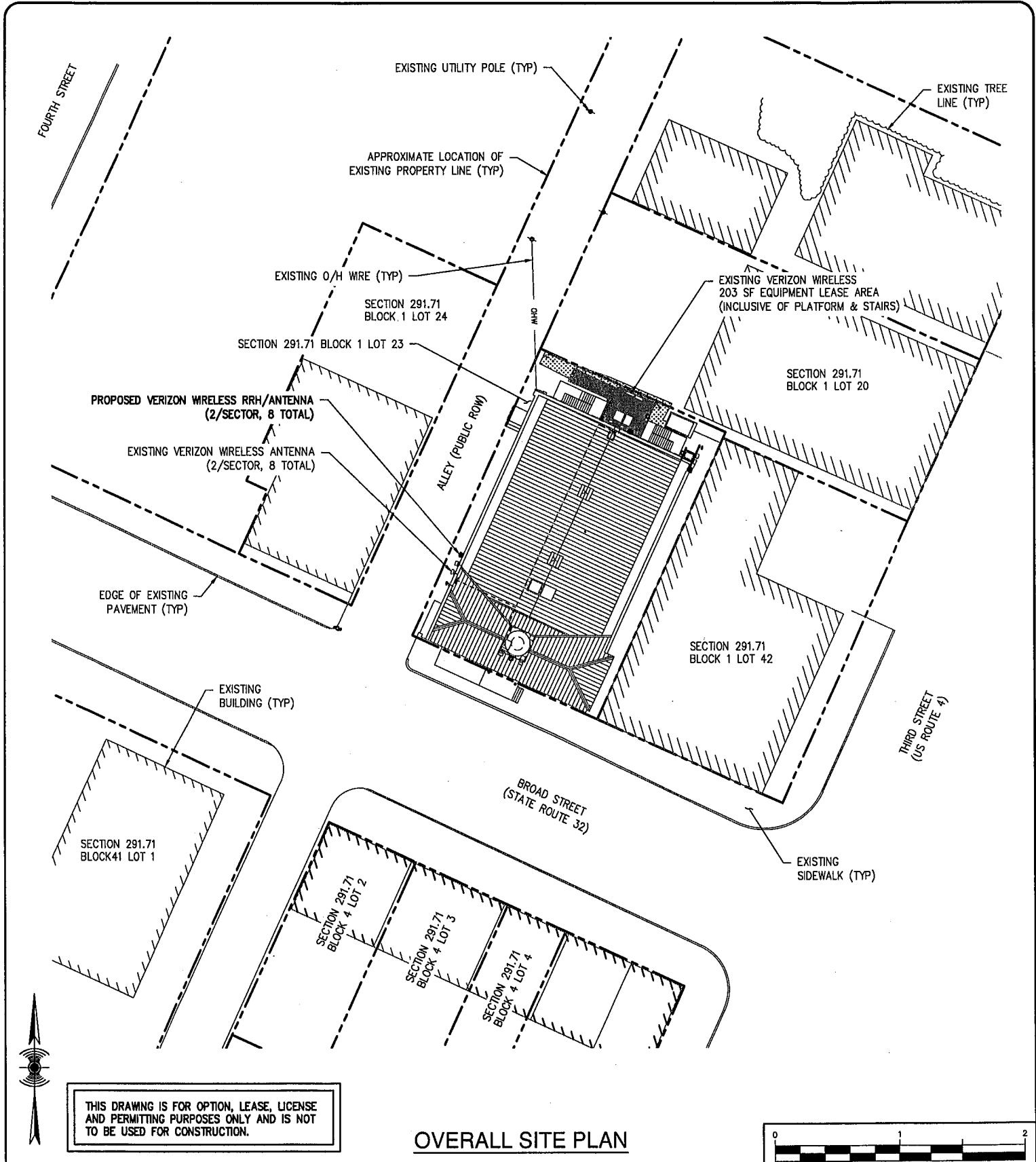
Date: _____

Print Name: Denny Burdick
Print Title: Senior Manager – RE/Regulatory

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Exhibit B-1

(see following pages)



SCALE: 1" = 40' (8.5"x11")

CARRIER:



1275 JOHN STREET, STE 100
WEST HENRIETTA, NY 14586

CONSULTANT TEAM:



AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING
318 WEST AVE.
SARATOGA SPRINGS, NY 12866

SITE INFO:

SITE NAME: WATERFORD VILLAGE
FUZE #: 16232083
PSLC: 383626
PROJECT #: 20202198297

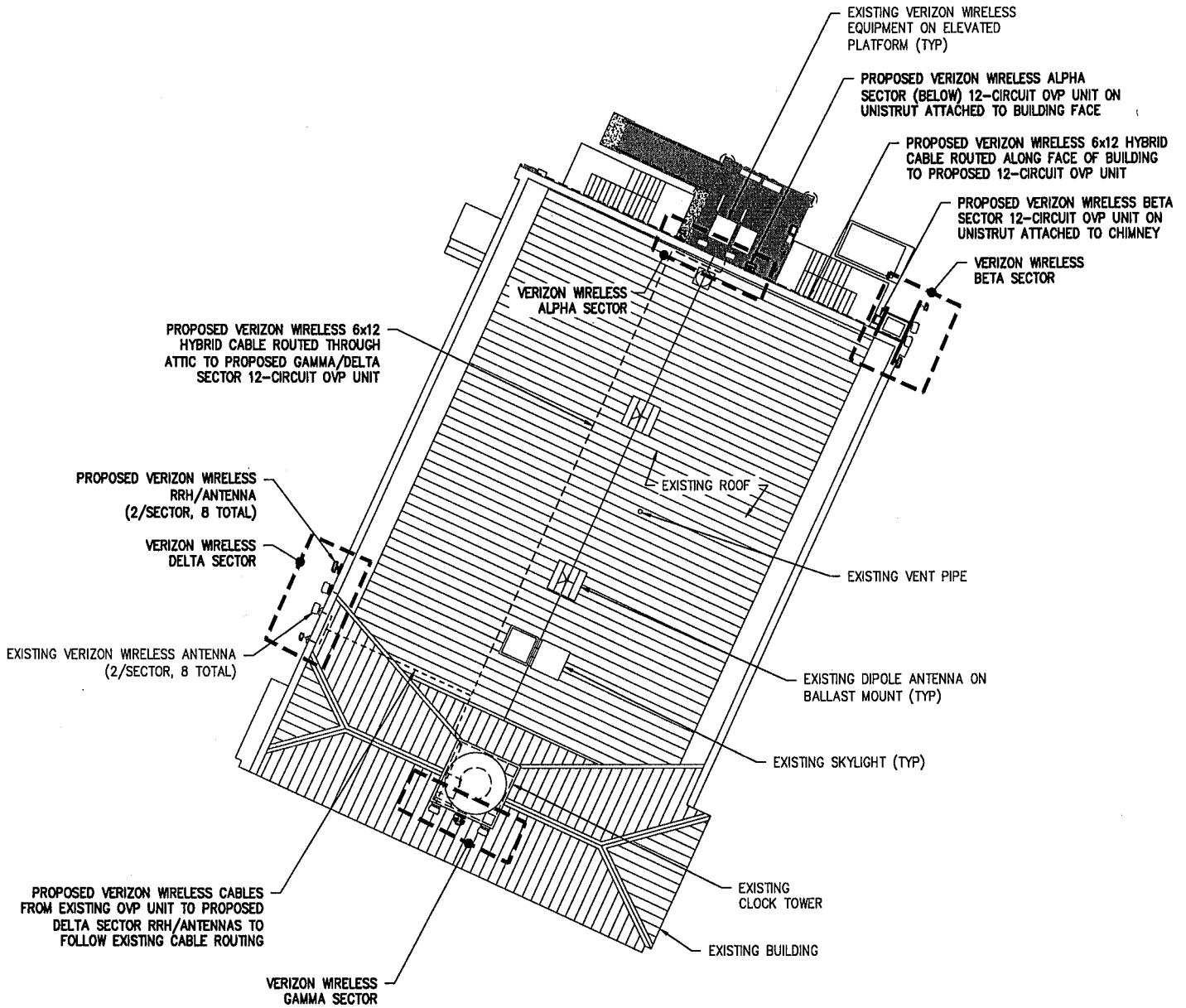
ADDRESS: 65-67 BROAD STREET
WATERFORD, NY 12188

COUNTY: SARATOGA

DRAWN BY: JRF
DATE: 10/24/23

SHEET NO: LE-1
REV: C

PROPOSED EQUIPMENT AND CABLES SHALL BE PAINTED TO MATCH EXISTING BUILDING.



THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.

ROOF PLAN



SCALE: 1" = 20' (8.5"x11")

CARRIER:



1275 JOHN STREET, STE 100
WEST HENRIETTA, NY 14586

CONSULTANT TEAM:



AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING
318 WEST AVE.
SARATOGA SPRINGS, NY 12866

SITE INFO:

SITE NAME: WATERFORD VILLAGE
FUZE #: 16232083
PSLC: 383626
PROJECT #: 20202198297
ADDRESS: 65-67 BROAD STREET
WATERFORD, NY 12188
COUNTY: SARATOGA

DRAWN BY:

DATE:

JRF

10/24/23

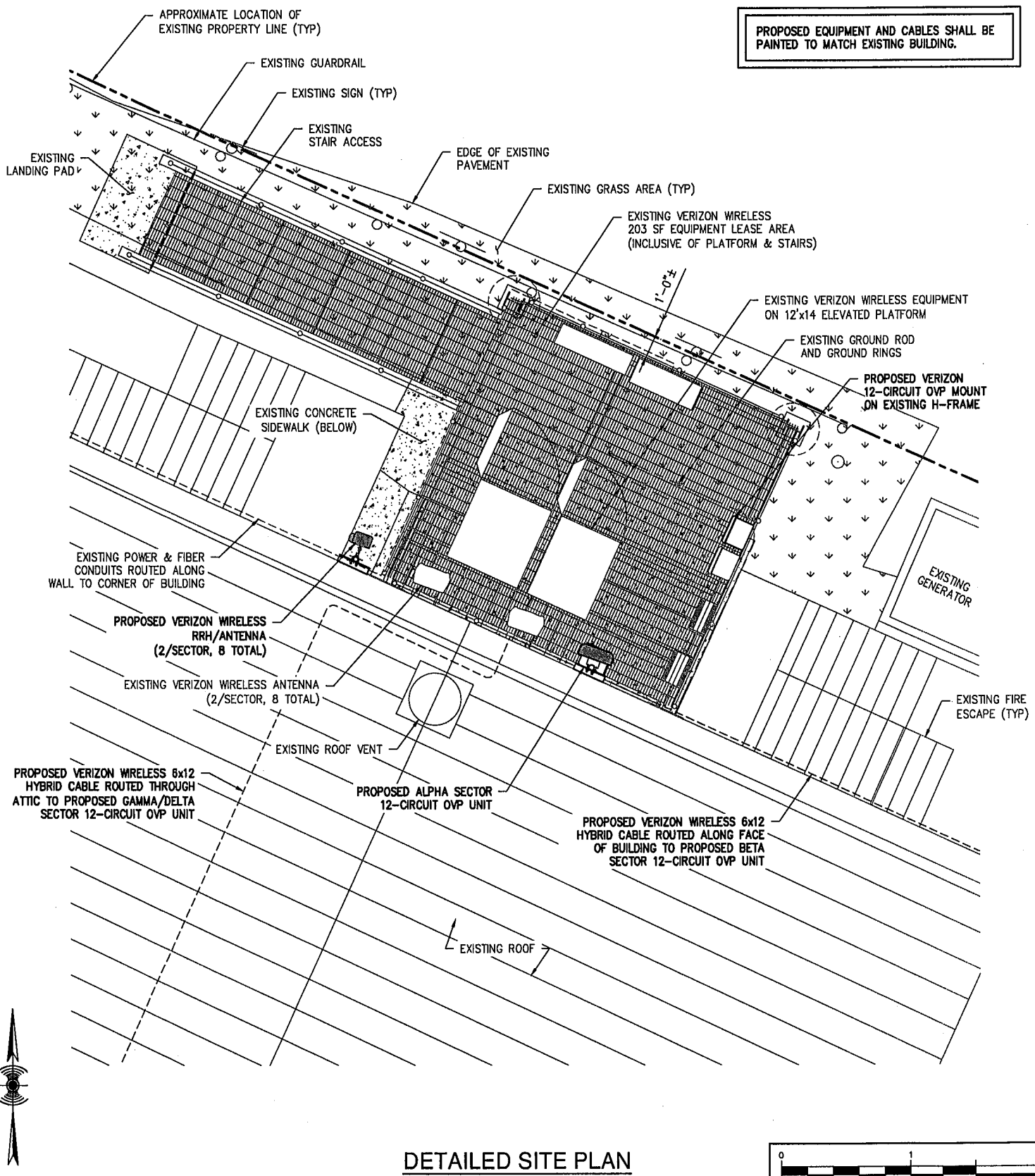
SHEET NO:

REV:

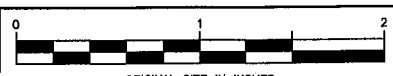
LE-2

C

PROPOSED EQUIPMENT AND CABLES SHALL BE PAINTED TO MATCH EXISTING BUILDING.



DETAILED SITE PLAN



SCALE: 1" = 30' (8.5"x11")

ORIGINAL SIZE IN INCHES

CARRIER:

1275 JOHN STREET, STE 100
WEST HENRIETTA, NY 14586

CONSULTANT TEAM:

AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING
318 WEST AVE.
SARATOGA SPRINGS, NY 12866

SITE INFO:

SITE NAME: WATERFORD VILLAGE
FUZE #: 16232083
PSLC: 383626
PROJECT #: 20202198297

ADDRESS: 65-67 BROAD STREET
WATERFORD, NY 12188

COUNTY: SARATOGA

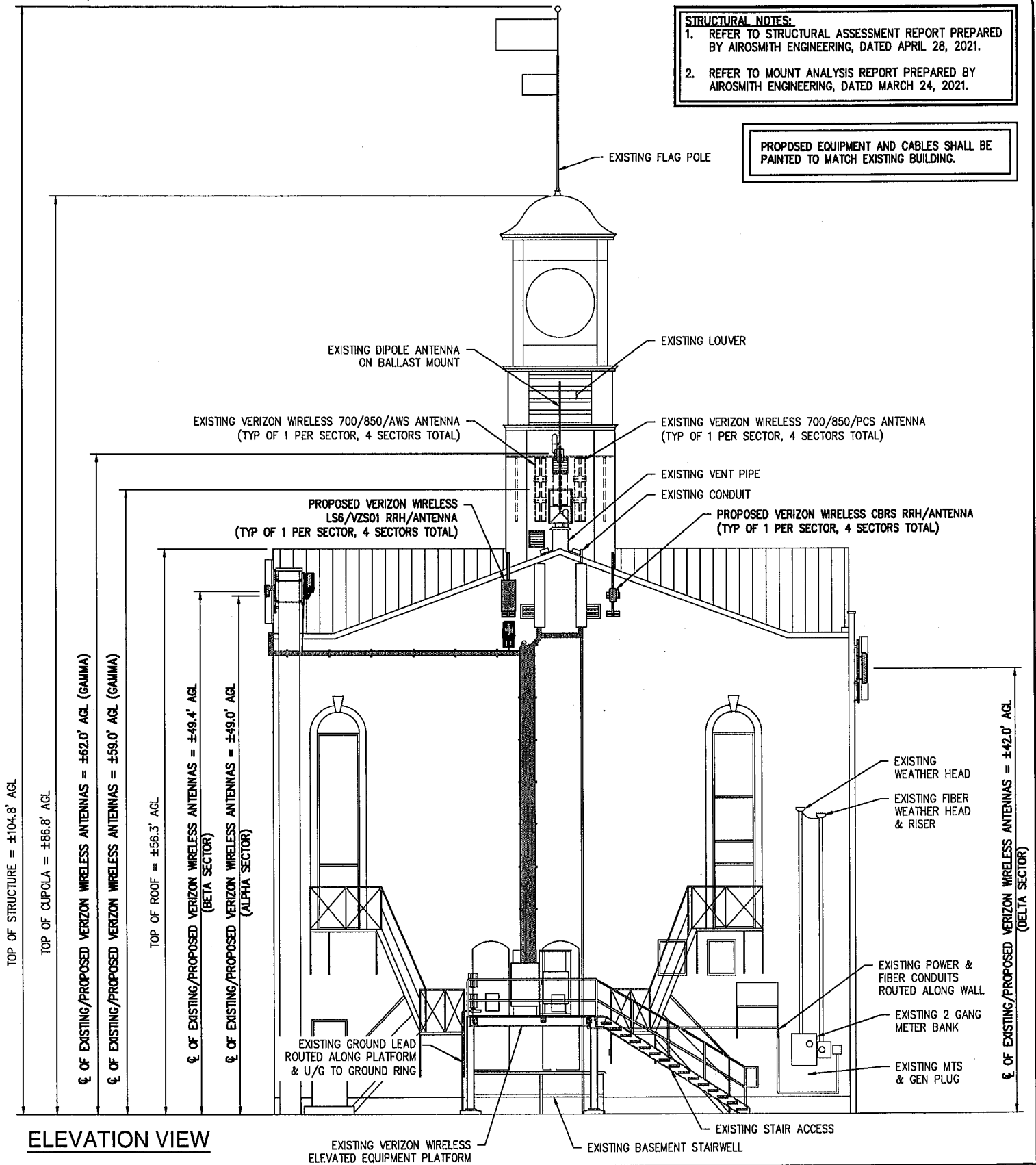
DRAWN BY: JRF
DATE: 10/24/23

SHEET NO: LE-3
REV: C

STRUCTURAL NOTES:

1. REFER TO STRUCTURAL ASSESSMENT REPORT PREPARED BY AIROSMITH ENGINEERING, DATED APRIL 28, 2021.
2. REFER TO MOUNT ANALYSIS REPORT PREPARED BY AIROSMITH ENGINEERING, DATED MARCH 24, 2021.

PROPOSED EQUIPMENT AND CABLES SHALL BE PAINTED TO MATCH EXISTING BUILDING.



ELEVATION VIEW

SCALE: NO SCALE

CARRIER:

1275 JOHN STREET, STE 100
WEST HENRIETTA, NY 14586

CONSULTANT TEAM:

AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING
318 WEST AVE.
SARATOGA SPRINGS, NY 12866

SITE INFO:

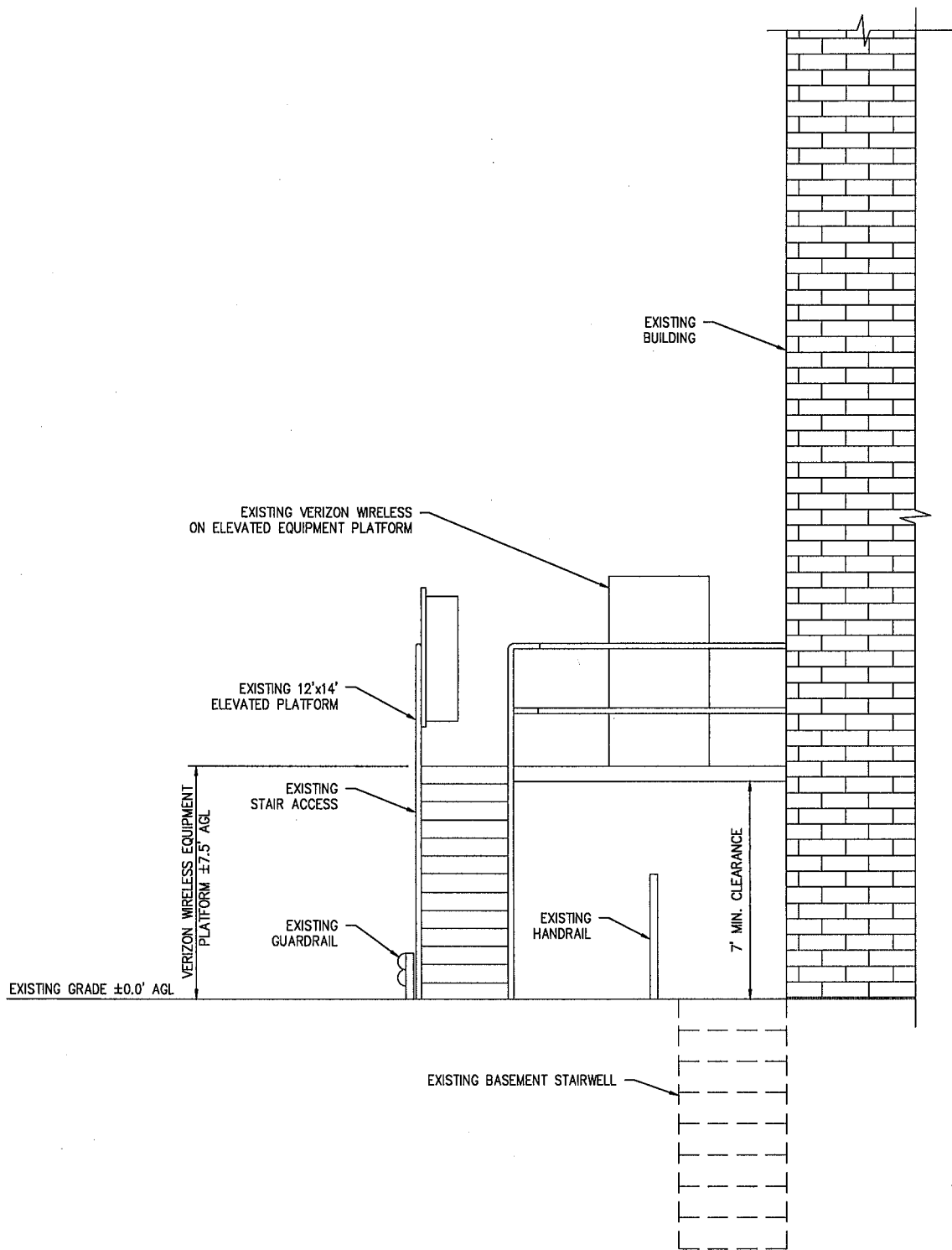
SITE NAME: WATERFORD VILLAGE
FUZE #: 16232083
PSLC: 383626
PROJECT #: 20202198297

ADDRESS: 65-67 BROAD STREET
WATERFORD, NY 12188

COUNTY: SARATOGA

DRAWN BY: JRF
DATE: 10/24/23

SHEET NO: LE-4
REV: C



ELEVATION VIEW

SCALE: NO SCALE

CARRIER:



1275 JOHN STREET, STE 100
WEST HENRIETTA, NY 14586

CONSULTANT TEAM:



AIROSMITH DEVELOPMENT
AIROSMITH ENGINEERING
318 WEST AVE.
SARATOGA SPRINGS, NY 12866

SITE INFO:

SITE NAME: WATERFORD VILLAGE
FUZE #: 16232083
PSLC: 383626
PROJECT #: 20202198297

ADDRESS: 65-67 BROAD STREET
WATERFORD, NY 12188

COUNTY: SARATOGA

DRAWN BY:

JRF

SHEET NO:

LE-5

DATE:

10/24/23

REV:

C

David T Williams
 2 VAN NESS ST.
 WATERFORD NY 12188
 518 300 0457

R162

Contractors Invoice

TO: <u>Town of Waterford</u>		WORK PERFORMED AT: <u>Upper & Lower Waterford</u>
<u>65 Broad St</u>		<u>Rural Cemetery</u>
<u>Waterford NY 12188</u>		
DATE: <u>9/25/2023</u>	YOUR WORK ORDER NO.	OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Winter Proposal for grounds maintenance
 During the winter months
 JANUARY thru April
 2024

Scope of Work: Elimination of a number of
 overgrown & non essential small trees
 & shrubs & low hanging limbs to
 provide a safer, more efficient path
 for mowing & weedwacking during the
 summer contract.

Start	JANUARY	\$ 1,250
	FEBRUARY	\$ 1,250
	MARCH	\$ 1,250
End	APRIL	\$ 1,250
	TOTAL	\$ 5,000

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____
 in accordance with our Agreement Proposal No. _____ Dated _____
 Month Day Year



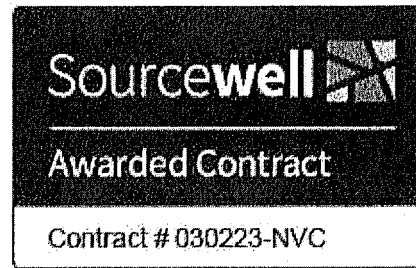
R163



1607-ETN (20x6) Baseball Scoreboard
20x4 Decorative Truss with Logo
20x4 Sign

Account Name	Town of Waterford	Created Date	10/27/2023
Quote Number	00159349	Expiration Date	12/22/2023
Contact Name	Jack Lawler	Prepared By	Linda Leidel
Title	Supervisor	Title	Display & Scoring Consultant
Phone	(518) 391-9350	Phone	(618) 659-7505
Email Address	lawlerj@town.waterford.ny.us	Fax	(618) 664-0398
		Email Address	lleidel@nevco.com

Quantity	Model/Part #	Product Description	Line Item Description	Color	Dimensions L x H x W/D	Unit Price	Discount (Percentage)	Total Price
1.00	1607-ETN	Baseball/Softball LED Scoreboard with Amber/Red Digits	Amber LED Digits / Red ETN LED Digits	#141 Navy Blue	20'x6'x8"	USD 16,799.00	10.00%	USD 15,119.10
1.00	MPCW-7	Controller MPCW-7 (Wired or Wireless)			0.9'x0.8'x4"	USD 1,240.00	10.00%	USD 1,116.00
1.00	MPCW Case	MPC/ MPCW Control Carrying Case			1.7'x1.1'x8"	USD 90.00	10.00%	USD 81.00
1.00	MPCW-7 Outdoor Rec	Receiver MPCW-7 (Wireless) for outdoor scoreboards				USD 775.00	10.00%	USD 697.50
2.00	802-0300 - MPCX2 Baseball/Softball	Wireless Handheld Control			0.3'x0.5'x0.1'	USD 375.00	10.00%	USD 675.00
1.00	MPCX/MPCX2 Case	MPCX/MPCX2 Control Carrying Case (holds 2 controls)			12.4'x8"x4"	USD 35.00	10.00%	USD 31.50
1.00	MPCX2 Rec - Outdoor Pre-x6xx	Coax Wireless Receiver 110v				USD 635.00	10.00%	USD 571.50
1.00	Enclosure Box	Wireless Receiver Enclosure Box Package (MPCW/ MPCX)				USD 210.00	10.00%	USD 189.00
1.00	5x5 Truss Logo	Logo for Decorative Truss			5'x5'	USD 1,668.00	10.00%	USD 1,501.20
1.00	850-0013	Aluminum Decorative Truss Arch 4' Tall x 20' Wide			20'x4'	USD 4,223.00	10.00%	USD 3,800.70



1607-ETN (20x6) Baseball Scoreboard
20x4 Decorative Truss with Logo
20x4 Sign

1.00	ADO 20-4	Non-illuminated Outdoor Sign	20'x4'	USD 3,478.00	10.00%	USD 3,130.20
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Ttl Shipping Wt (lbs)	1,745	Subtotal	USD 26,912.70
County	Saratoga	Freight	USD 2,464.81
Total Savings!	USD -2,990.30	Total	USD 29,377.51

Due to the current supply chain environment, freight pricing and anticipated schedule for delivery along with performance of services are subject to change.

Additional Notes

4-6 Week Production Schedule
5 Year Warranty on Scoreboard & MPCW7 Console Wireless
1 Year Warranty on MPCX2
Freight Quoted to Ship Dock-to-Dock
Installation is NOT Included
Please let me know if you have any questions.
Thanks, Linda

Sourcewell

Nevco is proud to be a Sourcewell partner. By using Nevco's Sourcewell contract pricing you can have confidence the competitive bid process is satisfied, saving you time and money. We have been rigorously vetted and approved to be Sourcewell's scoreboard, video display, and scoring solution provider throughout the United States and Canada.

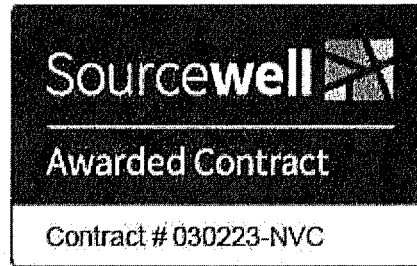
To complete an order under this competitive contract, ensure your Sourcewell membership number is prominently listed on your purchase order or letter of intent when placing an order.

Billing/Shipping Information

Bill To Name	Town of Waterford	Ship To Name	Town of Waterford
Bill To	65 Broad Street	Ship To	Waterford Baseball
	Waterford, NY 12188		Waterford, NY 12188
	USA		USA

Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available



1607-ETN (20x6) Baseball Scoreboard
20x4 Decorative Truss with Logo
20x4 Sign

upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and printed scrims carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order
Address

Nevco Sports, LLC
301 East Harris Ave
Greenville, IL 62246-2151

Remit To Address

Nevco Sports, LLC
P.O. Box 74758
Chicago, IL 60694-4758
800.851.4040 / 618.664.0360

Quote Acceptance

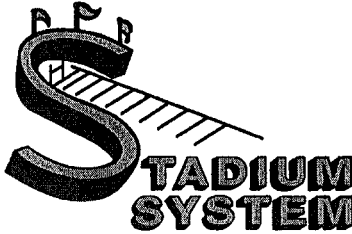
Signature _____

Title _____

Name _____

Date _____

R164



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

Sales Quote

Quote #	SQ-2304251
Date	12/1/2023

*** YOUR SEASON STARTS AND ENDS WITH US ***

Billing Address **TOWN OF WATERFORD**
 65 BROAD ST.
 WATERFORD, NY
 12188

Shipping Address **TOWN OF WATERFORD**
 65 BROAD ST.
 WATERFORD, NY
 12188

Contact C/O AP
 Phone TE

Sport MER
 CSR 9

Sales Rep	Payment Terms
TIM SHUMSKY	Net 30

Product	Description	Quantity	Unit Price	Sub-Total
MERCH	PORT AUTHORITY #L123 - LADIES ALL-WEATHER 3-IN-1 JACKET	22	\$102.00	\$2,244.00
COLOR	BLACK	1	\$0.00	\$0.00
SIZES	3 - SMALL 15 - MEDIUM 3 - LARGE 1 - 2X-LARGE	1	\$0.00	\$0.00
DECORATION	EMB LEFT CHEST - WH SOCCER LOGO	1	\$0.00	\$0.00
DECORATION	EMB RIGHT SLEEVE - NYSPHSAA 2023 CLASS C CHAMPS LOGO	1	\$0.00	\$0.00
DECORATION	EMB LEFT SLEEVE - PLAYER NAME AND NUMBER	1	\$0.00	\$0.00

Sub-Total	\$2,244.00
Freight	\$45.00
Total	\$2,289.00

***** 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 WILL BE SUBJECT TO A 3% PROCESSING FEE

#STAYINTHEGAME