## AGENDA

## WATERFORD TOWN BOARD MEETING

March 5, 2024

1. Call to Order and Call of the Roll
2. Communications and Petitions

Letter of Retirement from Sergeant Michael Shudt
3. Action on the minutes of previous meetings as follows:

Town Board Meeting of February 6, 2024 and Agenda and Special Meeting of February 27, 2024
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 \#55-2024 Resolution to authorize the Town Supervisor to sign an agreement with UHY LLP for audit of the 2023 financial records
Resolution \#56-2024 Resolution to authorize the Town Supervisor to sign the 2024 Nutrition Agreement
Resolution \#57-2024 Bond resolution for issuance up to $\$ 60,000$ in serial bonds to finance the preparation of a capital improvement plan and report
Resolution \#58-2024 Resolution to authorize the Town Supervisor to sign an agreement with CHA Consulting Inc. for preparation of a capital improvement plan and report
Resolution \#59-2024 Resolution to authorize the update to the Town of Waterford Handbook "Political Advertisements in the Workplace"
Resolution \#60-2024 Resolution to authorize the Town Supervisor to enter into an agreement with United Rentals
Resolution \#61-2024 Resolution to authorize the Town Supervisor to sign an agreement with TruGreen
Resolution \#62-2024 Resolution to authorize the Town Supervisor to sign an agreement with Kingsbury Sweeping
Resolution \#63-2024 Resolution to authorize Mary Shannon Carrigan and Christina McClement to attend conference
Resolution \#64-2024 Resolution to authorize the Town Supervisor to enter into an agreement with EWaste+
Resolution \#65-2024 Resolution to authorize Craig Falcone and David Bullett to attend conference

## 6. Other Business

RESOLUTION \# 55-2024

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 \$24,087.50 for audit services to be performed relative to the Town's 2023 financial records.

Offered by
Seconded by
Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

## RESOLUTION \# 56-2024

RESOLVED, that the Town Supervisor be and is hereby authorized to sign an agreement with Saratoga County Department of Aging and Youth Services for the yearly nutrition agreement in the amount of \$1979.00.

Offered by
Seconded by
Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball
RESOLUTION \# 57-2024

BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WATERFORD, SARATOGA COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING THE ISSUANCE OF UP TO $\$ 60,000$ IN SERIAL BONDS OF THE TOWN TO FINANCE THE PREPARATION OF A WASTEWATER SYSTEM CAPITAL IMPROVEMENT PLAN AND REPORT

WHEREAS, the Town Board of the Town of Waterford, Saratoga County, New York (the "Town") is planning to undertake an inventory and assessment of the Town's wastewater system, pursuant to a proposal submitted to the Town by CHA Consulting, Inc. dated February 26, 2024 and on file with the Town Supervisor's office ( the "Project"); and

WHEREAS, the Town Board now wishes to appropriate funds for the Project and to authorize the issuance of the Town's serial bonds or bond anticipation notes to finance said appropriation.

NOW, THEREFORE, THE TOWN BOARD OF THE TOWN OF WATERFORD, SARATOGA COUNTY, NEW YORK HEREBY RESOLVES (by the affirmative 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 the Project as hereinabove described and issue up to $\$ 60,000$ principal amount of serial bonds (including, without limitation, statutory installment bonds), or bond anticipation notes in anticipation of such bonds pursuant to the provisions of the Local Finance Law of the State of New York, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance the estimated cost of the Project.

SECTION 2. It is hereby determined that the maximum estimated cost of the aforementioned specific object or purpose is $\$ 60,000$, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of the $\$ 60,000$ in serial bonds of the Town authorized to be issued pursuant to Section 1 of this resolution, or bond anticipation notes issued in anticipation thereof, and (ii) unless paid from other sources, the levy and collection of taxes on all taxable real property of the Town to pay the principal of such bonds or notes and the interest thereon as the same become due and payable.

SECTION 3. It is hereby determined that the period of probable usefulness for the aforementioned specific object or purpose is five (5) years, pursuant to subdivision 62(a)(2 $\left.2^{\text {nd }}\right)$ of paragraph a. of Section 11.00 of the Law.

SECTION 4. The final maturity of the bonds herein authorized to be issued pursuant to Section 1 of this resolution shall not be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued.

SECTION 5. 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 Section 1 of this resolution. This resolution shall constitute a declaration of "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

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 without legal or constitutional limitation as to rate or amount. 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 bond anticipation notes or the renewals of said obligations and of Section 21.00, Section 50.00, Section 54.90, Sections
56.00 through 60.00 and Sections 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 relating 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 Supervisor of the Town, the chief fiscal officer of the Town (the "Supervisor"). Further, pursuant to subdivision b. of Section 11.00 of the Law, in the event that bonds to be issued for the object or purpose authorized by this resolution are combined for sale, pursuant to subdivision c. of Section 57.00 of the Law, with bonds to be issued for one or more objects or purposes authorized by other resolutions of this Town Board, then the power of the Town Board to determine the "weighted average period of probable usefulness" (within the meaning of subdivision a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Supervisor, as the chief fiscal officer of the Town.

SECTION 8. The Supervisor of the Town 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 anticipating thereof, if applicable, as "qualified taxexempt obligations" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Supervisor is further authorized to enter into continuing disclosure undertakings with or for the benefit of the initial purchaser of the bonds or notes 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 Project constitutes a "Type II" action under the New York State Environmental Quality Review Act and the regulations promulgated thereunder (6 NYCRR Part 617.5(c)(1)) (collectively, "SEQRA") and therefore no further action need be taken by the Town Board under SEQRA as a pre-condition to the adoption of this resolution; and

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

SECTION 12. 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 13. This resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to cause a copy of this resolution, or a summary thereof, to be published in full, 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.

Offered by
Seconded by
Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

## RESOLUTION \# 58-2024

RESOLVED, that the Town Supervisor be and is hereby authorized to sign an agreement with CHA Consulting, Inc. in the amount of $\$ 60,000$ to prepare a wastewater system vertical asset inventory, conditional assessment, and capital improvement plan and report.

Offered by
Seconded by
Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

## RESOLUTION \# 59-2024

RESOLVED, that the Town Board of the Town of Waterford hereby approves the attached policy to comply with the recently enacted GML Section 99-z entitled Political Advertisements in the Workplace. Said policy will be included as Section 1107 of the Town of Waterford Employee Handbook.

Offered by
Seconded by
Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

Policy Statement - The Town complies with NYS General Municipal Law §99-z, which prohibits municipal officers or employees from displaying political advertisements on public property.

Political Advertisements - "Political advertisement" shall mean any poster, sign, flag, banner, picture, sticker, patch, bumper sticker, article of clothing, accessory or any other item meant to advertise or promote a certain individual for political office. There are certain exceptions when such political advertisement appears in a book, digital medium, museum, or otherwise serves an educational or historical purpose, or in instances where the certain individual who is the subject of such political advertisement is deceased.

Prohibited Conduct -A municipal officer or employee, whether paid or unpaid, is prohibited from displaying or causing to be displayed any political advertisement on or within any public building occupied in the discharge of official duties by an employee or officer of the Town, or on any public flagpole, monument, sign or any other permanent structure that such municipal officer or employee interacts with as part of their official capacity.

This prohibition also applies to political advertisements on any uniform, accessory, or other gear worn or used by a municipal officer or employee as part of their official capacity, as well as on or within any Town-owned vehicle, or any equipment owned by the Town.

## RESOLUTION \# 60-2024

RESOLVED, that the Supervisor be and he is hereby authorized to sign a contract with United Rentals for portable restrooms for the year 2024.

Offered by
Seconded by
Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

## RESOLUTION \# 61-2024

RESOLVED, that the Supervisor be and he is hereby authorized to sign a contract with TruGreen Commercial in an amount of $\$ 515.66$ for weed control at Clement Park and $\$ 5,765.85$ for treatment of the ball fields at the Middletown Road ball field complex for 2024.

Offered by
Seconded by
Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

## RESOLUTION \# 62-2024

RESOLVED, that the Town Supervisor be and he is hereby authorized to sign a contract with Kingsbury Sweeping at a cost of \$ 175.00 per hour for street sweeping for 2024.

Offered by
Seconded by
Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

## RESOLUTION \# 63-2024

RESOLVED, that Town Clerk Mary Shannon Carrigan and Deputy Town Clerk Christina McClement be and they are hereby authorized to attend the NYS Town Clerks Association
Conference in Albany, NY April 21-24, 2024 at a cost of $\$ 336.00$
Offered by
Seconded by
Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

## RESOLUTION \# 64-2024

RESOLVED, that the Town Supervisor be and is hereby authorized to enter into an agreement with E Waste+ for electronics recycling services for 2024.

Offered by
Seconded by
Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

## RESOLUTION \# 65-2024

RESOLVED, that Craig Falcone and David Bullett be and they are hereby authorized to attend the Adirondack Water Works Conference on March 27, 2024 in Latham, NY at a cost of $\$ 150.00$.

Offered by
Seconded by
Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

February 13, 2024

Mr. David Ball
Supervisor
Town of Waterford
65 Broad Street
Waterford, New York 12188
Dear Mr. Ball:
We are pleased to confirm our understanding of the services we are to provide the Town of Waterford for the year ended December 31, 2023.

## 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, ad et capital project fund as of December. 31. 2023, 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, 2023, and the related notes to the financial statements.
We have also been engaged to report on other information thataccompapies 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, Expenditites 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 Govemment 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. David Ball<br>Town of Waterford<br>February 13, 2024<br>Page. 2

## 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 procedires we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Govemment Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the auddit.

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 finaptial 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 pinancia 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 oo the government or to acts by management or employees acting on behalf of the goverrment. 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 qd they expect auditors to provide reasonable. assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherpent limitations of internal control, and because we will not perform a detailed examination of all/ransactions, 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 Gdvernment Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or viplations of laws or governmental regulations that do not have a direct and.material effect on the financial slatements. However, we will inform the appropriate level of management of any material errors, fraudefent firrancial reporting, or misappropriation of assets that comes to our attention. We will algo inform the appropriate level of management of any violations of laws or governmental regulations thet come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the peri申d 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 sufstantial 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 agreemient, you will be asked to provide your consent prior to the sharing of your confidential information with the third-pariy service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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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 tèst 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 woyk 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 nht 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 signtificant 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 internalcontrol 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 wether the fintancial statements are free of material misstatement, we will perform tests of the Towr of Waterffrd'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 compliancerand we will hot express such an opinion.

## Other Services

We will also assist in preparing the finarcial 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 Standerds and such services will not be conducted in accordance with Govemment 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

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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) zedditional 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 responsidilities for the financial statements; compliance with laws, regulations, contracts, and gtant agjeements; and other responsibilities required by GAAS and Government Auditing Standards.
Your responsibilities include adjusting the financial statements to coprect materii申l misstatements and confirming to us in the management representation lettifr 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 protrams and controls to prevent and detect fraud, and for informing us about an knewn or suspected fraud affecting the government involving (1) management, (2) employees who fave significarit roves 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

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resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on aur 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 fegeral agency providing direct or indirect funding, or the U.S. Government Accountability Office for pupposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilitites. 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 providé copibs of sefected audit documentation to the aforementioned parties. These parties may intend, or peqide, to distribute the copies or information contained therein to others, including other governmental ggencies.
The audit documentation for this engagement will be retainedffer a minimum of five years after the report release date or for any additional period requastad by the dyersight entity. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we wix 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 thenh. We expect to begin our audit in April 2024, and issue our reports no later than July 31, 2024.
Our fee for these services will be based on the aefual time spent at discounted hourly rates which vary according the degree of responsibility invoived 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 30 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 $\$ 23,500$. 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. Should the actual hours for these services exceed 150 , additional time will be billed at $\$ 160$ per hour. 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 keep you informed of any problems we encounter and our fees will be adjusted accordingly.
From time to time both during and after the conciusion 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. David Ball<br>Town of Waterford<br>February 13, 2024<br>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 canngraccept 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 containdd herein, and all services rendered touching or relating in any way to the obligations of this engagement) etter. All parties to this engagement consent to the exclusive jurisdiction of the federal and state court located in New York and, more particularly, the state court located in Albany County, New Mork and the federal court located in the Northern District of New York.

In addition, as a result of new auditing standards, defays in tog 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 UAX 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 avold 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 ypu duting the course of our engagement. Unless you indicate otherwise, your acceptance of the terms of this ongagement shall be understood by us as your consent to make disclosures to UHY Advisors of confidgntial 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. David Ball

Town of Waterford
February 13, 2024
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 equirement that is not encompassed in the terms of this engagement, we will communicate to mana yement and those charged with governance that an audit in accordance with U.S. generally accepled auditing standards and the standards for financial audits contained in Government Auditing Standefrds mady not satisfy the relevaṇt 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 commynicationt, with respect to the terms of the engagement between the parties. The terms of this ennageqnent will be construed and governed in accordance with the laws of the State of New York. If any porthn of thislietter is held invalid, it is agreed that such invalidity shall not affect any of the other portions of the letter.
Govemment 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 post 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 parities.



## Report On Peer Review

We are pleased to provide a copy of UFY 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

April 22, 2021

Cynthia Scheuer UHY LLP<br>4 Tower Place, Executive Park, 7th Floor<br>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,


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 <br> 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 FDICLA, 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.

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.

Saratoga County Department of Aging and Youth Services

## NUTRITION AGREEMENT

The Saratoga County Department of Aging and Youth Services shall provide, through subcontract with Mazzone Hospitality, LLC, a Dining program and/or Home Delivery of Meals for the senior citizens in the Town of Waterford from January 1, 2024 to December 31,2024 . The dining and/or home delivery program will provide meals and supportive services subject to the rules and regulations under Title III of the Older Americans Act of 1965, as amended.

For such services, the Town of Waterford will pay to the Saratoga County Department of Aging and Youth Services the sum of ONE THOUSAND NINE HUNDRED SEVENTYNINE DOLLARS ( $\$ 1,979.00$ ).

The payments will be made quarterly as follows:

January 1, 2024
April 1, 2024
July 1, 2024
October 1, 2024
494.75
494.75
494.75
494.75

These monies will be used to meet the County Department of Aging and Youth Services financial obligations for the Nutrition Program.

Date:


By:

> Town Official

By:
Chairman, Board of Supervisors
Per Resolution 146-96

Date: $\qquad$ By:
Director, Department of Aging and Youth Services
Approved:
By:
County Attorney

February 26, 2024

Mr. David F. Ball, Town Supervisor<br>Town of Waterford<br>Town Hall<br>65 Broad Street<br>Waterford, New York 12188

Attn: Mr. William J. Coutu, Budget Officer<br>Mr. Craig Falcons, Chief Operator

## RE: TOWN OF WATERFORD WASTEWATER SYSTEM, VERTICAL ASSET INVENTORY, CONDITION ASSESSMENT, CAPITAL IMPROVEMENT PLAN AND REPORT

Dear Mr. Ball:
Per your request, CHA Consulting, Inc. (CHA) is pleased to provide this proposal to the Town of Waterford to develop a vertical asset inventory for the Town's wastewater system and provide a condition assessment for the existing assets. These efforts will result in the definition of a Capital Improvement Plan (CIP) and report which will be suitable to support a Clean Water State Revolving Fund (CWSRF) application for listing in the 2025 Intended Use Plan (IUP); as well as other potential grant applications under the current Environmental Facilities Corporation (EFC) and/or the New York State Consolidated Funding Application (CFA) programs. Our project understanding and proposed scope of services is discussed in more detail below for your consideration.

## PROJECT UNDERSTANDING

All work products developed under this assignment will conform to the DEC Asset Management Guide for Publicly Owned Treatment Works (the "Guide"). Beyond the guiding documents, CHA's approach will be built upon our team's knowledge of utility assets and best practices through years of experience in New York, and as a nationally recognized asset management team. Our approach has been refined through decades of experience and lessons learned to meet each utility's unique challenges and result in a practical and actionable asset management program.

In accordance with State regulations in 6 NYCRR Part 750-2.8, each municipality is responsible for making sure that publicly owned infrastructure is properly operated and maintained. An asset management program supports the intent of this regulatory requirement. Work products developed under this assignment for the Town's wastewater vertical assets will consist of the following components:

- Vertical asset inventory
- Condition assessment
- Level of Service (LOS) profile
- Likelihood of Failure (LoF), Consequence of Failure (CoFf), and risk assessment
- Review of existing system resiliency standards and goals
- Capital Improvement Plan (CIP)
- Funding strategies
- Summary report

CHA will work with Town personnel and leadership to develop the framework (or protocols) for assessing condition and criticality metrics/scores for the Town's wastewater system vertical assets. Methodologies will be determined in consideration of the Town's current knowledge of the conditions and operational performance of the system; and founded upon historical information, records and/or experience of system maintenance teams and operators. The assessment will build upon past studies and/or rehabilitation projects to "score" the condition and criticality of assets, as applicable. A Draft Summary Report will be submitted to the Town for review and approval; and upon acceptance, a Final Report will be issued outlining any proposed capital improvements.

## SCOPE OF SERVICES

## Task 1: Kick-Off Meeting/Needs Assessment Workshop

CHA will conduct a kick-off meeting with the Town to discuss and confirm the goal and objectives of the assignment, project scope, schedule, deliverables and communication protocols. We will discuss the data collection process and retention methods. It has been assumed that data collected in subsequent tasks will be memorialized in an Excel spreadsheet format, using toolboxes from the NYS Asset Management Guide.

## Task 2: Asset Inventory and Condition Assessment for Vertical Assets

CHA will develop an asset inventory of the wastewater vertical assets based on Town records. We will perform a visual inspection of the vertical assets identified with both CHA inspection personnel and Town staff. No confined space entry will be conducted by CHA personnel as part of this work. Based on discussions with the Town, the following prioritized vertical assets will be inventoried:

- Wastewater Treatment Plant
- Mechanicville Road Pump Station
- Fonda Road Pump Station
- Third Street Pump Station
- Front Street Pump Station
- Suncrest Drive Pump Station
- Timber Drive Pump Station
- Mallards North Pump Station
- James Drive Pump Station
- Drake Court Pump Station
- Canvasback Pump Station

In general, the asset inventory is assumed to follow protocols and guidance outlined within Toolbox \#3 of the NYS Asset Management Guide. CHA will request maintenance records for the assets inventoried to assess the failures per unit of time and to estimate the remaining useful life of the asset. We will develop replacement costs for each of the components based on similar projects, industry standards or vendor quotes. For condition assessments, we will utilize industry recognized scoring criteria. In general, the condition assessment is assumed to follow protocols and guidance outlined in Toolbox \#4 of the NYS Asset Management Guide.

## Task 3: Level of Service (LOS) Profile

This task will require coordination and participation of Town staff and leadership. It is envisioned that a workshop will be conducted to review the Town's current mission and vision statements to effectively define LOS priorities and SMART goals. If necessary, CHA will assist the Town with the development of mission and vision statements, using the workshop within Toolbox \#2. In general, protocols and guidance outlined in Toolbox \#5 will be used to document priorities and complete the LOS Profile.

## Task 4: Likelihood of Failure (LoF), Consequence of Failure (CoF) and Risk

The LoF and CoF ratings reflect the potential system-wide impact of an asset failure and quantifies the relative importance of the asset to the system. When combined with an asset condition assessment, the likelihood and consequence of failure ratings are used to calculate an assets overall failure risk. This task will require coordination and participation of the Town wastewater staff and leadership, including providing key input necessary for completion of the Consequence of Failure worksheet within Toolbox \#6. The LoF and CoF scores will be used for calculation of the risk scores. A Risk Mitigation Strategy will be limited to all assets with a high-risk designation, as designated by the 'Town, utilizing the spreadsheet to assist with the documentation of risk mitigation strategies in Toolbox \#6. The risk management strategy will consider both structural and nonstructural actions based on the risk tolerance of the municipality.

Service life estimates will consider current condition and maintenance records for the assets, in conjunction with documented service life information from the equipment manufacturer or from published research and industry standards available within Toolbox \#6. Professional experience/judgement will be used when necessary and documented, as applicable. The risk scoring system for the vertical assets incorporates the physical condition, performance condition and consequence of failure score. In addition, these scores can be adjusted accordingly if redundancy exists in regard to specific assets (e.g., extra pumps in case of failure, backup power supply, inventory of replacement parts, etc.). Through risk analysis, the relative risks of assets in the system are compared in order to make better resource allocation decisions.

## Task 5: Capital Improvement Plan



This task will require coordination and participation of the Town wastewater personnel and leadership. It is envisioned that a workshop will be conducted with the Town to review the Draft CIP to solicit feedback and input which will be incorporated into the final planning document. The CIP shall consider all assets for the 5-year and 10-year planning periods utilizing the Excel-based CIP model within Toolbox \#7. Development of the CIP will fully consider existing and planned projects, as well as a review of the existing system resiliency standards and goals. Consideration of potential physical risk and damages associated with current flood levels and climate change will be based on readily available information and published documents.

Task 6: Summary Report and Documentation

CHA will summarize the efforts outlined above in a report which will be suitable to support a CWSRF application for listing in the 2025 IUP; as well as other potential grant applications under current EFC and/or the New York State CFA programs. The report will consider storm and flood resiliency (e.g., potential for flooding impacts, or other extreme weather events), consider impacts on environmental justice ( EJ ) areas, and include a comprehensive analysis of the following alternatives:

- No-action alternative
- Repair or replacement versus new construction
- Regional consolidation opportunities or considerations, if applicable

Any alternatives considered technically infeasible will be identified as such and the rationale briefly discussed, and Smart Growth alternatives) will be considered and documented in the engineering report. The Engineering Report will satisfy the requirements of the components defined in the DEC/EFC Engineering Report Outline, including:

- Definition of the Problem
- Flow and Organic Load
- Impact on Existing Wastewater Facilities
- Project Description
- Conceptual Drawings/Site Plans
- Site Information
- Engineering Criteria
- Alternatives Considered and Alternative Selection
- Environmental Review Requirements
- Funding Strategies
- Conclusion and Recommendations
- Smart Growth Certification Form

A Draft Summary Report will be submitted to the Town for review and approval; and upon acceptance, a Final Report will be issued outlining any proposed capital improvements.

## PROFESSIONAL FEE \& EXPENSES

CHA proposes to be compensated for the scope of services defined above on a lump sum basis in an amount of Sixty Thousand Dollars ( $\$ 60,000.00$ ), including expenses. CHA will not exceed this estimated amount without prior written authorization from the Town of Waterford.

## PROJECT SCHEDULE

CHA is prepared to begin work on this project immediately upon receipt of a notice to proceed. We are committed to completion of the Engineering Report prior to the 2024 EFC CWSRF IUP listing process and NYS Consolidated Funding Application filing deadline.

We trust this proposal meets with your satisfaction. Thank you for considering CHA for your engineering services - we look forward to working with you and your staff on this project. Please feel free to contact me directly at (518) 369-8991 or mmiller@chasolvions.com if you have any further questions and/or require any additional information at this time.

Sincerely,


Michael F. Miller, PE
Vice President
MFM/mfm

| Customer \# | 936847 |
| :---: | :---: |
| Quote Date : | 02/28/24 |
| Estimated Out : | : 04/01/24. 03:00 PM |
| Estimated In : | : 04/29/24 03:00 PM |
| UR Job loc : | : 65 MIDDLETOWN RD, WA |
| UR Job \# : | : 11 |
| Customer Job ID: |  |
| P.O. \# : | : QUOOTE ONLY |
| Ordered By : | : TONY LUBAS |
| Written By | KELLIE OLIVER |
| Salesperson | ERIKA BETLER |

This is not an invoice Please do not pay from this document

```
KELTS STADIUM FIELD
65 MIDDLETOWN RD
WATERFORD NY 12188
```

Office: 518-235-8184 Job: 518-378-0831

*

TOWN OF WATERFORD
65 BROAD ST
WATERFORD NY 12188-2412
(
: 936847
02/28/24
: 04/29/24 03:00 PM
: 65 MIDDLETOWN RD, WA : 11
:
: QUNE ONLY
: KELILIE OLI
: ERIKA BETLER

## TRUGREEN <br> COMMERCIAL

| Prepared By | Nicholas Stricos | Created Date/Time | 2/15/2024 11:42 AM |
| :--- | :--- | :--- | :--- |
| Address | Branch 5525 | Phone 518-456-8504 |  |
|  | 3 Fritz Blvd |  |  |
|  | Albany, NY 12205 |  |  |

## Albany Pesticide Information

NYDEC Pesticide Business Registration \# 08985

NYDEC Pesticide Applicator Certification Identification \#'s C4803696 / C5848541 / C4884893 / C5865922

BILL TO:
-TOWN OF WATERFORD
65 BROAD ST
WATERFORD, NY 12188
USA
Phone:


Servicelucation Addresses
90 CLIFTON ST, WATERFORD, NY 12188; 64 MIDDLETOWN RD, WATERFORD, NY 12188; 64 MIDDLETOWN RD, WATERFORD, NY 12188; 64 MIDDLETOWN RD, WATERFORD, NY 12188;


| WATERFORD TOWN <br> PARK-64 MIDDLETOWN <br> RD, WATERFORD | Aeration and Seeding | Fall aeration and overseeding $(07 / 27 / 24$ <br> $-11 / 08 / 24)$ | 10 | No | $\$ 2,433.38$ |
| :--- | :--- | :--- | :--- | :--- | :--- |
| WATERFORD TOWN <br> PARK-64 MIDDLETOWN <br> RD, WATERFORD | Grub Control | Preventative treatment for sub-surface <br> grub activity $(06 / 01 / 24-06 / 21 / 24)$ <br> $(06 / 22 / 24-07 / 12 / 24)$ | 10 | Yes | $\$ 709.04$ |

\# of Pesticide Applications 7
Cost of Pesticide Applications $\$ 3,848.13$

Subtotal: $\$ 6,281.51$
Total Sales Tax Amount: $\$ 0.00$
Grand Total: \$6,281.51

## TRUGREEN QUALITY GUARANTEE

TruGreen is committed to providing the highest quality service. If you are not satisfied with the results of our application and notify us within 15 days after the treatment, we will analyze the issue, make specific recommendations to remedy the problem and retreat the problem area free of charge if necessary. In accordance with New York law, a contract amendment authorizing TruGreen to reapply pesticides is required. You agree to execute such amendment in the form required by law, or this guarantee is void.

## Standard Terms and conditions

1. TruGreen agrees to furnish labor and materials and is authorized by you to treat the property at the address shown on the front of this agreement. If you are not the owner of the property to which this agreement applies, you represent and warrant that you have the legal authority to grant TruGreen the right to treat the property, and to execute and bind the owner of the property to this agreement.
2. For products used by TruGreen which include label directions requiring the watering of the material after application, TruGreen will provide you with watering instructions following the application and you agree to assume the watering responsibility.
3. Payment is due within 30 days of the invoice date. If you fail to make payment when, due, TruGreen reserves the right to terminate this agreement. A late service fee equal to the lesser of $1.5 \%$ per month ( $18 \%$ a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty ( 30 ) days. A service charge of $\$ 25.00$ will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees, other professional fees and court costs.
4. You agree to notify TruGreen in writing in the event that you sell the property which is the subject of this agreement. This agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
5. TruGreen is responsible direct damages caused by its negligence, but shall not be responsible for any indirect, incidental, consequential, punitive, or special damages arising or resulting from the performance or nonperformance of any obligations under the agreement including, but not limited to, loss of profits or income, regardless of the basis for the claim.
6. This program consists of lawn care and/or tree and shrub care as indicated on the front of this agreement. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. 7. This customer service agreement is only valid if accepted by you within 30 days of the date submitted to customer.
7. Notwithstanding anything to the contrary herein, elther party reserves the right to terminate this agreement for cause, convenience or any reason whatsoever by providing thirty ( 30 ) days written notice.
8. Price increases. Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5\%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year. TruGreen shall provide a contract amendment thirty ( 30 ) days prior to any such price increase. If you object to the price increase, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this agreement upon thirty ( 30 ) days written notice
9. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe. TruGreen provided deficient work, you agree to notify TruGreen in writing. To the extent retreatment is required, you agree to execute all necessary documents in accordance with New York law to enable TruGreen to apply additional pesticides. If written notice is not received by TruGreen within fifteen (15) days of the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this agreement are waived.
10. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
11. Check processing policy ACH: when you provide a check as payment, you authorize TruGreen either to use information from your check to make a onetime electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund. transfer, Junds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
12. Except as expressly set forth in this agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
13. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such part's control; the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this agreement for a period of ninety consecutive ( 90 ) days, the other party shall have the right to cancel this agreement upon notice to the party unable to perform its obligations.
14. You shall not have the right to assign this agreement or agree to the transfer of this agreement by operation of law or otherwise without the prior written consent of TruGreen. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
15. Unless expressly noted otherwise herein, this agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this agreement, this agreement shall control. No terms, conditions or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.
16. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. Your TruGreen specialist will.keep you informed on any modifications to this schedule. The success of this program depends on proper watering, mowing and cultural practices. If you need assistance, please consult your TruGreen specialist.
17. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Consult your TruGreen specialist with details.
18. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
19. Climate conditions, type of disease and plant material affected will impact response. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist with details.
20. To the extent this agreement includes treatment to your trees and shrubs, this agreement expressly excludes service to trees that are over 25 feet in height, and fruit trees. Consult your TruGreen specialist for details.
21. Mandatory arbitration. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA commercial or consumer, as applicable, rules in effect at the time the claim is filed ("AAA rules"). Copies of the AAA rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in federal district court for the district or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this agreement including any claim that all or any part of the agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "class action waiver."
22. Class action waiver. Any claim must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("class action"). The parties expressly waive any ability to maintain any class action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any class action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this class action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that they would have had a right to litigate through a court, to have a judge or jury decide their case and to be party to a class or representative action, however, they understand and choose to have any claims decided individually, through arbitration.
23. Pursuant to 6 NYCRR $325.40(a)(4)$, You acknowledge a copy of TruGreen's Product Information Guide, including warnings for pesticides that are pertinent to the protection of humans, animals or the environment has been provided to you. A digital copy can be found at
TruGreen.com/StateRegulationHub or You can request an electronic or printed copyby calling TruGreen at 1-855-9622.
Note: The Property owner or owner's agent may request the specific date or dates of application(s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date or dates in the contract. Pesticide applications will be provided only if owners or owner's agent provides written authorization. Any addifional notices to tenants or others are the responsibility of the owner or owner's agent(s). I have read this agreement and fully understand and agree with its terms. I acknowledge receipt of the required product information list.


## 10 Industrial Park Drive MECHANICVILLE • NEW YORK • 12118 <br> (518) 956-4407 www.kingsburysweeping.com

## PROPOSAL \#24-006

Proposal Submitted to:
Date: February 26, 2024
ATTN: Tony Lubas
Client: Town of Waterford 65 Broad St.
Waterford, NY 12188

Phone: (518)235-3413
Email: lubast@town.waterford.ny.us

## R RE: 2024 Sweeping hourly rates

Kingsbury Sweeping, LLC is pleased to submit this proposal for Sweeping Services.

## Sweeping Rates:

- Monday thru Friday (Non Rate Day)
- Saturday and Sunday (Non Rate)
- Travel time (billed in half ( $1 / 2$ ) hour increments)
$\$ 175.00$ per hour $\$ 225.00$ per hour $\$ 110.00$ per hour
- Fuel surcharges may apply
* Minimum of 4 onsite sweeping hours will be billed to all jobs (This does not include travel time rates) Dispatch: Ron Baisley 518-857-9206

PRICES ARE GOOD ONLY IF THE SIGNED QUOTE IS RECEIVED BY KINGSBURY SWEEPING SERVICES WITHIN 30 DAYS OF THE QUOTE DAY.

Due to marketplace fluctuations for petroleum products, all pricing on items quote will be subject to review at the time of services. Acceptance of this quote confirms agreement with pricing, conditions, and terms as specified herein.

A finance charge of $2.00 \%$ per month will apply to unpaid balances over term. In addition, if terms are not met as specified above, all purchases may be changed to COD, and prices on future purchases increased. Prices do not include tax. Prices are subject to applicable sales tax unless a valid tax-exempt certificate is on file prior to the first order.

Payment Terms: Net 30 Days
Accepted by (print) $\qquad$ Date $\qquad$

Signed $\qquad$

## NEW YORK STATE TOWN CLERKS ASSOCIATION 2024 CONFERENCE REGISTRATION FORM <br> The Desmond Hotel - Albany, NY <br> April 21-24, 2024

INSTRUCTIONS:

1. COMPLETE ALL AREAS - please include your email address
2. ONL $Y$ ONE REGISTRANT PER FORM
3. SUBMMT REGISTRATION FORM AND CHECK (payable to WYSTCA) TOGETHER before 4/15/24


My payment is enclosed: $\qquad$ or My payment was previously submitted: $\qquad$



ALL REGHTFAMTS MUST CHOOSE ONE:
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## EXTRAS AND MEALS.


*COMMUTERS AND ANYONE WISHMG TO PURCHASE ADDITONAL MEALS NOT MELDED IN HOTEL PACKAGE:

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(AU applicable lines) REMIT CHECK PAYABLE TO NYSTCA

PLEASE NOTE ANY SPECIAL DIETARY REQUIREMENTS OR SPECIFIC ALLERGIES:

## MAIL CONFERENCE REGISTRATION FORM AND CHECK PAYABLE TO NYSTCA to:

Patricia Kalba, Town of Comers, 335 Route 202, Somers, New York 10589
Email questions to: registration@nystca,com-a response will be returned to you within 72 hours, or call 914-277-3323(office) or cell 914-447-6143 (voice or text)


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## EWASTE+

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| :---: | :---: |
| Fluorescent Tubes (Per Ft.) | \$0.145 |
| U-Tube/Compact CFL/Biax /Par/Hatogen/Circular/Projector (Ea.) | \$0.85 |
| HID/Mercury Vapor/Metal Halide/Hi-Lo pressure Sodium (Ea) | \$1.70 |
| Coated/ Shielded/ShatterShield/PowerGroove (Ea.) | \$2.70 |
| Fluorescent/HID Fixtures (Per Fixture) | \$10.60 |
| UV Fluorescent/Germicidal/Projection (Ea.) | \$3.70 |
| Incandescent (Ea.) | \$0.55 |
| LED (Ea.) | \$0.45 |
| Non-PCB Ballasts (Per Lb.) | \$1.15 |
| Electronic/Electro-Magnetic/Magnetic Ballasts (Per LL.) | \$0.20. |
| PCB Containing Equipment (e.g Ballast, Capactors) (Per (b)) NOT ACCEPTABLE | \$5.00 |
| Broken Fluorescent Lamps (Per Lb.) NOTE:55 gallon drums from a crusher are not accepted | \$2.50 |
| Broken HID lamps (Per tb.) | \$1.85 |

## ACCEPTABLE ITEMS

## Batteries (rechargeable)

Business machines
Cables \& IT accessories
Cameras
Computer peripherals (mice, keyboards, webcams, speakers, microphones)

Computers
Copiers
Electronics scrap.
Fax machines
Fluorescent lamps
Gaming devices
GPS units
Lab \& medical electronics
Laptops
Vainframe/ Midrange
Mobile devices (Cell phones,
Tablets, PDAS, MP3 players)
Monitois

## Networking gear

## Phone systems

Power supplies
Printers \& plotters (ink, toner, \& cartridges)
Routers \& switches
Scanners
Scientific equipment
Secuity equipment
Servers \& server racks
Steredequipment
Storage devices (external hard dives, solidstate drives, SD
cards memory cards, cardreaders)
Telecompunications equipment
Televisions
Teminals
Thpewtiters
UPS
Videdadulo equipment
Winise cabling

## NON-ACCEPTABLE ITEMS

carbon monoxde detectors
Dehumidifiers
Devicescontaining liquid mercury (thermostats, switches;
medical devices thermometers)
Freon containing devices/materials (reirigerators, air
conditioners de humidifiers)
Gaspoweredequlpment
Household hazardous waste
Large appliances (stoves, washers, dryers, dishwashers)
tiquids
PGB ballasts
Propanetanks
Radioactive materials
Smallappliances, (toastérs, vacuum cleaners, coffee makers irons hair diyers)

Smokedetectors
Wet cell batteries
Media. CD's, VHS Tapes, DVD's, Cassettes
Adirondack Water
Conference

## 2024 Spring Meeting and Workshop

## Works

The Spring meeting of the Adirondack Waterworks Conference and Workshop will be held on Wednesday, March 27th, 2024 at the Century House Restaurant, Latham, NY. Lunch will be included with registration. Cost for the program will be the same, whether you are having lunch or not. If you register and do not attend without cancellation in advance, you will be charged for the program.

## Registration will be limited to the first 150 registrants.

SCHEDULE: (NYSDOH and DEC Water/Wastewater Plant Operator and Engineering contact hours have been requested.)

| 8:30 am | Registration, Coffee, and Donuts |
| :--- | :--- |
| 9:00am - 10:00 am | Fundamentals of Underground Utility Locating by James Flint of Eastcom <br> Associates Inc. |
| 10:00 am - 11:00 am | Artificial Intelligence: A Smart Solution for Water Infrastructure and LCR <br> Compliance by George Efstatos of VODA.ai |
| $11: 00 \mathrm{am}-12: 00 \mathrm{pm}$ | The Role of Capital Plans and Plans of Finance in Funding Your Water or <br> Sewer System by Mary-Beth Bianconi of Delaware Engineering, D.P.C. |

## 12:00pm-1:00pm Lunch

Pre-registered price for the program is $\$ 75.00$. Please make your reservation by Friday, March $22^{\text {nd }}$. Questions should be directed to Kaitlyn Curyin, Delaware Engineering, D.P.C. (518) 452-1290.

Email advance reservations to awwcodelawareengineering.com
Mailed reservations and payments should be sent to: AWWC coo Kaitlyn Curvin, 28 Madison Ave. Ext., Albany, NY 12203.

AWWC REGISTRATION:
COMPANY/FACILITY NAME:


Email Confirmation to: Falconece town watenfond Ny, us
Number of Attendees @ $\$ 75.00$ each Total Due $\$ / 50.00$ Invoice required: Y or N
Names of Attendees:
Crate F. Falcon
David Ballet

