



AGENDA
WATERFORD TOWN BOARD MEETING
April 2, 2024

1. **Call to Order and Call of the Roll**
2. **Communications and Petitions**
 - Resignation of BAR member Ed Huneau
 - Notice of Application for a Telecommunications Sitting Permit- Town of Halfmoon
 - Federal Energy Regulatory Commission regarding Brookfield Power-/School Street Public Safety Plan Update
3. **Action on the minutes of previous meetings as follows:**

Special Meeting of March 4, 2024, Town Board Meeting of March 5, 2024 and Agenda Meeting of March 26, 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 #67-2024 Resolution to hire Donald Benoit as Highway Department employee
Resolution #68-2024 Resolution to hire Amy Gauthier as PT Park Director
Resolution #69-2024 Resolution to appoint Mary Ann Kelts to the Board of Assessment Review
Resolution #70-2024 Resolution to approve 2024 Budget Amendments
Resolution #71-2024 Resolution to authorize Russ Vandervoort to attend symposium
Resolution #72-2024 Resolution to authorize the Town Supervisor to sign an agreement with Pan American Dragon Boat Association
6. **Other Business**

Town Board Meeting April 2, 2024

RESOLUTION # 67-2024

RESOLVED, that Donald Benoit be and is hereby hired as a Full Time Highway Department employee with a classification of CDL/MEO 1 at a rate of \$22.88 per hour to be paid in weekly installments by the Supervisor without the necessity of pre-audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #68-2024

RESOLVED, that Amy Gauthier be and is hereby hired as Part Time Park Director for 2024 at a salary of \$19.11 per hour to be paid in weekly installments by the Supervisor without the necessity of pre audit by the Town Board.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #69-2024

RESOLVED, that Mary Ann Kelts be and is hereby appointed as member of the Board of Assessment Review for a term ending 9/30/2024.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #70-2024

RESOLVED, that the Town Board of the Town of Waterford hereby approves the following 2024 Budget Amendments:

TOWN OF WATERFORD
2024 BUDGET AMENDMENTS
TOWN WIDE (A) FUND EXPENSES

<u>LINE ITEM</u>	<u>APPROVED BUDGET</u>	<u>PROPOSED INCREASE</u>	<u>AMENDED BUDGET</u>
A.1220.1 Town Supervisor - Personal Services	\$95,435.00	\$30,000.00	\$125,435.00
A.3010.1 Public Safety Administration - Personal Services	\$0.00	\$35,000.00	\$35,000.00
Total Increase - "A" Fund Expenses		\$65,000.00	

TOWN OF WATERFORD
2024 BUDGET AMENDMENTS
TOWN WIDE (A) FUND EXPENSES

<u>LINE ITEM</u>	<u>APPROVED BUDGET</u>	<u>PROPOSED DECREASE</u>	<u>AMENDED BUDGET</u>
A.1220.4 Town Supervisor - Contractual	\$57,025.00	-\$30,000.00	\$27,025.00
A.3120.1 Police - Personal Services	\$1,008,923.00	-\$35,000.00	\$971,923.00
Total Decrease - "A" Fund Expenses		-\$65,000.00	

TOWN OF WATERFORD
2024 BUDGET AMENDMENTS
TOWN OUTSIDE VILLAGE (B) FUND REVENUES

<u>LINE ITEM</u>	<u>APPROVED BUDGET</u>	<u>PROPOSED INCREASE</u>	<u>AMENDED BUDGET</u>
B.3001.0 State Revenue Sharing Aid (Per Capita)	0.00	\$41,170.00	\$41,170.00
Total Increase - "B" Fund Revenues		\$41,170.00	

TOWN OF WATERFORD
2024 BUDGET AMENDMENTS
TOWN OUTSIDE VILLAGE (B) FUND REVENUES

<u>LINE ITEM</u>	<u>APPROVED BUDGET</u>	<u>PROPOSED DECREASE</u>	<u>AMENDED BUDGET</u>
B.2750.0 AIM-Related Payments	41,170.00	-\$41,170.00	\$0.00
Total Decrease - "B" Fund Revenues		-\$41,170.00	

TOWN OF WATERFORD
2024 BUDGET AMENDMENTS
TOWN HIGHWAY (DB) FUND EXPENSES

<u>LINE ITEM</u>	<u>APPROVED BUDGET</u>	<u>PROPOSED DECREASE</u>	<u>AMENDED BUDGET</u>
DB.9730.6 Bond Anticipation Notes - Principal	\$20,668.00	-\$20,668.00	\$0.00
Total Decrease - "DB" Fund Expenses		-\$20,668.00	

TOWN OF WATERFORD
2024 BUDGET AMENDMENTS
TOWN HIGHWAY (DB) FUND REVENUES

<u>LINE ITEM</u>	<u>APPROVED BUDGET</u>	<u>PROPOSED DECREASE</u>	<u>AMENDED BUDGET</u>
DB.5031.0 Interfund Transfers	\$1,289,560.00	-\$20,668.00	\$1,268,892.00
Total Decrease - "DB" Fund Revenues		-\$20,668.00	

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION # 71-2024

RESOLVED, that Town Historian Russ Vandervoort be and is hereby authorized to attend the Women in War Symposium in Schuylerville, NY on May 4-5, 2024 at a cost of \$205.00.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

RESOLUTION #72-2024

RESOLVED, that the Town Supervisor be and he is hereby authorized to sign an agreement with Pan American Dragon Boat Association in the amount of \$15,018.00 for equipment and services related to the 2024 Dragon Boat Festival.

Offered by
Seconded by

Councilman Boudreau
Councilman Bruso
Councilwoman Marble
Councilman McClement
Supervisor Ball

R 71-2024



3rd Annual Women in War Symposium
Saturday, 5/04/2024 - Sunday, 5/05/2024 • Old Saratoga American Legion Post

Sign in

Choose Your Tickets

Registration ends Monday, 04/22/2024 11:59pm EDT

General Registration, Saturday 5/4

\$130

1 Ticket Included

Includes a:

- Full day of education from 8:15am to 3:30pm with esteemed authors & historians
- Continental breakfast, coffee and tea, beverages, snacks, and a buffet lunch
- Exhibitors, book-signings, augmented reality demonstrations and more on display throughout the day

ADD ON: Guided Bus Tour, Sunday 5/5

\$75

1 Ticket Included

Departing from the beautiful Saratoga National Historical Park Visitor Center, experience a thoughtfully curated bus tour between 10am-3pm. It will include expert overview of several of Saratoga County's historic sites that played a pivotal role during America's Turning Point. Pricing includes a box lunch.

ADD ON: Join the Saratoga 250 Militia!

\$250

1 Ticket Included

Please consider joining our Saratoga "250th Militia" by donating \$250 for our Battles of Saratoga commemoration drive. Annual membership will include:

- *Advance notification of all signature Saratoga, America's Turning Point Events*
- *Early-bird discounted registration on select ticketed events, including the annual "Women in War" symposium & Oct 17th Surrender Day gala!*
- *E-newsletter membership including insights on historical figures and from historical authorities*
- *An annual \$25 credit toward purchase of authentic "America's Turning Point" brand merch at our webstore*

Citizen soldiers responded to secure our freedom and future prosperity. We need support to continue developing engaging live events, video, and augmented reality productions to reiterate the significance of America's victory and British surrender at Saratoga. Be a partner in helping educate, promote, and preserve Saratoga's legacy role in establishing American freedom to new 21st century generations today!

R 72-2024



Pan American Dragon Boat Association
 9221 Persimmon Brook Trail Unit 101
 Thonotosassa, FL 33592
 (813) 600-8642

DRAGON BOAT EQUIPMENT RENTAL & SERVICES AGREEMENT

CUSTOMER	Town of Waterford	CONTACT	Mary Shannon - Town Clerk
EVENT NAME EVENT DATE	Waterford Dragon Boat Festival August 3, 2024	MOBILE EMAIL	(518) 235-8282 carriganm@town.waterford.ny.us
ADDRESS	65 Broad Street Waterford, NY 12188	EVENT LOCATION	Waterford NY Riverfront

SUMMARY OF EQUIPMENT & SERVICES

ADMINISTRATIVE SERVICES				
	Use of Pan Am Registration Service	300	0	\$0.00
	Practice Calendar set up and admin	200	0	
	Email Marketing Service	200	0	
	Newsletter	200	0	
	Pre-Event Bulletins	200	0	
	TOTAL			\$0.00
BOAT RENTALS & DELIVERY				
	Practice Boat Rental (boat/days)	183	4	\$732.00
	Race Day Boat Rental	660	4	\$2,640.00
	Equipment Delivery	2321	1	\$2,321.00
	TOTAL			\$5,693.00
RACE OFFICIALS				
	Chief Official - Race Director	505	1	\$505.00
	Video Technician / Statistician	355	0	\$0.00
	Race Starter	355	1	\$355.00
	Race Refereee	355	1	\$355.00
	Head Team Marshall	355	1	\$355.00
	TOTAL			\$1,570.00
STAFF				
TRANSPORTATION	Chief Official - Race Director	550	1	\$550.00
& ACCOMMODATION	Video Technician / Statistician	550	0	\$0.00
	Race Starter	550	1	\$550.00
	Race Refereee	550	1	\$550.00
	Head Team Marshall	550	1	\$550.00
	Equipment Tech	180	0	\$0.00
	Staff Venue Transportation Rental Vans	230	1	\$230.00
	Staff Accommodation Fee	2725	1	\$2,725.00
	TOTAL			\$5,155.00
COACHING & STEERING				
	Coaches for Practice Sessions (coach/days)	270	4	\$1,080.00
	Steerspersons for Race Day	380	4	\$1,520.00
	TOTAL			\$2,600.00



RACE COURSE RENTAL & INSTALLATION			
Number of Lines (Course / 50) INCLUDED	200	4	\$0.00
TOTAL			\$0.00

OTHER EQUIPMENT & SERVICES			
Create and Manage Race Schedule	400	0	\$0.00
Flat Screen Monitor Race Schedule Display	500	0	\$0.00
Loading Dock Rental (30' finger with ramp)	500	0	\$0.00
Start Dock Rental (8' x 10' platform)	250	0	\$0.00
500w Sound System - 2 speakers, mic	220	0	\$0.00
TOTAL			\$0.00

CONTRACT TOTAL		\$15,018.00
Deposit Payment 1/3 - Payable on execution of contract		\$5,006.00
Interim payment 1/3 0 days prior to the festival (July 6th)		\$5,006.00
Final Payment - Payable on August 6th		\$5,006.00

1. DESCRIPTION OF RENTALS & SERVICES

a. PRACTICE BOAT RENTAL

Practice boat rental(s) includes launching & moving of boats to customer mooring location; Securing of boats to mooring dock; Inspection of mooring dock for safety & fit-for-use compliance; Counting & inspection of accessories (Paddles/PFD's/Steering Oar); Confirming daily storage/security of equipment; Confirming insurance coverage & competency of handlers & steerspersons.

b. RACE BOAT RENTAL

Race day boat rental(s) include launching & moving of boats to customer mooring location; Securing of boats at mooring area; Inspection of mooring area for safety & fit-for-use compliance; Counting, inspection and installation of accessories including (Paddles/PFD's/Steering Oar/Dragon Head & Tail/Drum/Race #'s); Repair of equipment during race day as necessary; Loading of boats and counting/packing of equipment at the conclusion of the event.

c. RACE OFFICIALS

Provision of Race Officials includes securing and coordination of TECHNICAL STAFF with the required skill set and experience level to suit your event. Pan Am provides all contracted officials and their travel needs which may include flights and/or personal vehicle mileage, fuel costs, rental cars/vans, parking, airline seat upgrade fees, taxi/Uber fares. Accommodation is not included and must be provided by the customer as required. See Section 2.i. Under this agreement Pan Am will provide the following Race Officials for the CUSTOMER event: 1. Chief Official - 2. Starter - 3. Referee - 4. Team Marshal

d. COACHING & STEERING

Provision of Coaches and Steerspersons includes securing contracted staff with the required skill set and experience level to suit your local teams. Pan Am will provide all contracted coaches/steerspersons and their travel needs which may include flights and/or personal vehicle mileage, fuel costs, rental cars/vans, parking, airline fees, taxi/Uber fares. Accommodation for Coaches & Steerspersons is not included in this agreement and must be provided by the customer as required. See Section 2.i. Under this agreement Pan Am will provide the following coaches and steerspersons for the CUSTOMER event: 1. 2 coaches for 2 team practice days 2. 4 steerspersons for race day

e. RACE COURSE

Pan Am will provide and install an ~300m x 4 lane race course utilizing ropes-chains-buoys-concrete blocks. The course will be square with even distance lanes measured with a GPS device to within .5 meters. CUSTOMER must provide Pan Am with a utility Jon boat and driver from 8:00 A.M. on Friday, August 4th through 7:00 P.M. on Saturday, August 5th.

f. OTHER EQUIPMENT & SERVICES (Race Schedule)

Pan Am will develop the race schedule approximately one week prior to the event in consultation with the CUSTOMER. The CUSTOMER shall provide a final list of teams and their racing categories to Pan Am ~2 weeks prior to the event. On race day Pan Am will post the race schedule with live updates at results.panamdragonboat.com/waterford. Pan Am will provide ongoing race results and progressions during the event including a copy of final results to the CUSTOMER at the end of the event.

2. GENERAL TERMS & OBLIGATIONS

a. In this agreement, Pan American Dragon Boat Association, LLC is referred to a "Pan Am". Town of Waterford Dragon Boat Festival is referred to as the "CUSTOMER".

b. PAYMENTS

All payments are in US Dollars payable by check made out to Pan Am Dragon Boat LLC. Pan Am reserves the right to withhold services if payment has not been made.

c. INSURANCE

The CUSTOMER must obtain and maintain dragon boat specific event liability insurance coverage on its activities at all times during the rental period. Insurance coverage must include Commercial Liability Insurance to an inclusive single occurrence limit of \$1,000,000. Deductible must not be more than \$1,000.00. CUSTOMER must show evidence to Pan Am that you have obtained this coverage from a carrier acceptable to Pan Am. The insurance policy must name Pan Am as an "Additional Named Insured". The CUSTOMER agrees to cooperate with Pan Am and their insurance company in defending any claims or actions involving this agreement. The CUSTOMER assigns to Pan Am the right to receive the proceeds of any damage or loss related insurance claim and authorize Pan Am to receive and endorse CUSTOMER's name on any check or draft representing such proceeds.

d. EARLY TERMINATION

This Rental & Services Agreement may be terminated by either party if (i) the other party commits a material breach of this Agreement and that breach remains uncorrected for 30 days following written notice to the breaching party, specifying the breach; or (ii) either party shall have ceased business, been adjudicated bankrupt or insolvent, made an assignment for the benefit of creditors, or filed a petition for bankruptcy or reorganization.

e. LIMITATION OF LIABILITY

Pan Am's maximum liability to CUSTOMER for damages hereunder shall be limited to the Fees paid to Pan Am for the CUSTOMER's event. Under no circumstances shall Pan Am be liable for loss or damage for indirect, consequential, special, exemplary, or incidental damages even if Pan Am has been advised of such damages. In no event shall Pan Am be liable for loss or damage to, or occasioned by, use by CUSTOMER of equipment not owned or rented to the CUSTOMER by Pan Am.

f. CHANGES TO THIS AGREEMENT

In the course of planning for the event, changes may occur which may impact the requirements for the CUSTOMER's event. In such cases, upon request, Pan Am will issue a CHANGE ORDER to amend the terms of this agreement, along with the corresponding rate charge or credit to the CUSTOMER. Any CHANGE ORDER must be signed by both parties to be effective.

g. FORCE MAJEUR

Neither party will be held responsible for any delay or failure in performance of any part of the agreement to the extent that such delay or failure is caused by events beyond such parties reasonable control, such as fire, flood, explosion, international border controls, accident, war or the engagement of hostilities, strikes, embargo, labor dispute, government requirement, civil disturbance, civil or military authority. Each party will endeavor to give the other reasonable notice of any delay.



h. INDEMNIFICATION AND SET-OFF

CUSTOMER shall indemnify Pan Am from and against any claims, demands, actions, causes of action, damages, loss, deficiency, cost, liability and expense which may be made or brought against the CUSTOMER or which we may suffer or incur as a result of any non-compliance by you with any of the terms of this agreement. The amount of any indemnification shall not be subject to any defense, set-off or counterclaim you may have with PanAm, or any third party. The CUSTOMER shall indemnify Pan Am from and against any claim, demands, actions, causes of action, damages, loss, deficiency cost, liability, and expense which may be made or brought against the CUSTOMER or which the CUSTOMER may suffer or incur.

i. PROVISION FOR STAFF ACCOMMODATION AND PAYMENT OF STAFF TRAVEL EXPENSES

In this agreement the fee includes all anticipated Pan Am staff travel costs including accommodation for Pan Am Equipment and Technical staff during the event. Pan Am will arrange for all travel and accommodation needs for its staff.

j. PROVISION OF VOLUNTEERS AND STAFF LUNCHES

The CUSTOMER agrees to provide Pan Am with 9 volunteers to facilitate production of the event. CUSTOMER agrees to provide Pan Am with 10 staff lunches at a time and place to be agreed by both parties.

k. ENTIRE AGREEMENT

This agreement contains the entire agreement between Pan Am and the CUSTOMER. No change to this agreement will be effective unless it is in writing and signed by Pan Am and the CUSTOMER. If Pan Am does not strictly enforce any part of this agreement it will not mean that the CUSTOMER has waived its right to do so unless Pan Am informs the CUSTOMER in writing that it is waiving its right to enforce that part of the agreement. If Pan Am does waive its right to enforce that part of the agreement it shall not be considered to be a waiver by Pan Am of its right to enforce any other part of this agreement.

l. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall remain in full force and effect.

m. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

DATE: 03-28-2024

DATE: _____

Per: Mike Kerkmann, President
Pan American Dragon Boat Association, LLC
I have the authority to bind the company

Per: David Ball - Town Supervisor
Town of Waterford (Dragon Boat Festival)
I have the authority to bind the organization