



CLIFTON PARK WATER AUTHORITY BOARD MEETING

**Wednesday, June 13, 2018
7:00 PM**

AGENDA

Privilege of the Floor

Old Business

- Water Main Replacement on Plank Road
- Village of Round Lake Water Purchase Agreement Extension
- Project to Increase Capacity from SCWA

New Business

- Redevelopment of Oakwood Well
- Amend Job Description for Water Treatment Plant Operator
- Sprint Modification Request - Knolltop

Other Business

- Approve Minutes of May 9, 2018 Meeting

Clifton Park Water Authority

Resolution # _____, 2018

**Authorizing an Amendment to the Bulk Water Purchase Agreement with the
Village of Round Lake**

WHEREAS, the Clifton Park Water Authority and the Village of Round Lake entered into a bulk water purchase agreement on September 18, 2000 allowing the Village of Round Lake to purchase water from the CPWA, and

WHEREAS, the Village of Round Lake is working to secure funding for a water treatment project within the Village's water system, and

WHEREAS, the Village of Round Lake needs to show that they have a guaranteed water supply secured for the entire repayment period of the funding, and

WHEREAS, the Village of Round Lake has requested that the CPWA extend the water purchase agreement through 2053, and

WHEREAS, the CPWA is agreeable to the extension with modifications to the bulk water rate and associated escalators, now therefore be it

RESOLVED, that the Clifton Park Water Authority Board of Directors hereby agrees to amend the bulk water purchase agreement with the Village of Round Lake as attached, and the Authority Administrator and/or the Chairman is hereby authorized to execute the agreement and any other documents or instruments necessary to implement this agreement.

Motion to Accept _____ Seconded _____

Roll Call Vote:

	<u>Ayes</u>	<u>Noes</u>
Mr. Gerstenberger	_____	_____
Mr. Ryan	_____	_____
Mr. Peterson	_____	_____
Mr. Taubkin	_____	_____
Mr. Butler	_____	_____

FIRST AMENDMENT TO
BULK WATER PURCHASE AGREEMENT

This *First Amendment to Bulk Water Purchase Agreement* ("Amendment") amends the *Bulk Water Purchase Agreement* dated September 18, 2000 between the Village of Round Lake ("Village") and the Clifton Park Water Authority ("Authority" or "CPWA"). A true copy of the *Bulk Water Purchase Agreement* is annexed hereto and fully incorporated herein. Except as stated herein, all terms of the *Bulk Water Purchase Agreement* remain in effect and binding on the parties.

The reason for this Amendment is that it is necessary in order for the Village to obtain funding to pay for improvements to its water purification system.

1. The Village agrees that all water purchased in bulk from the Authority will be provided to customers within the Village boundary limits except as permitted by the Authority, which permission will not unreasonably be denied. [replacing 3rd ¶, p. 1]
2. The maximum amount of bulk water to be supplied to the Village by the Authority pursuant to this agreement shall be 200,000 gallons per day (200,000 gpd) on an average annual basis. Bulk Water to be supplied to the Village by the Authority in excess of 200,000 gpd will be subject to negotiated agreement between the parties. [replacing Section 1.b), 1st ¶ p. 2]
3. INITIAL RATE AND ESCALATION CLAUSE FOR COSTS OF MATERIALS, SUPPLIES AND/OR LABOR
 - a. The agreed upon initial rate to be charged to the Village will be two dollars sixty four and one-half cents (\$2.64½) per one thousand (1,000) gallons of water metered effective the

date of execution of this agreement ("commencement"), which rate shall be in effect for one year, followed one year after Commencement by a change to two dollars ninety cents (\$2.90) per one thousand gallons (1,000) of water metered. The residential customer rate in the Village shall not be less than the residential rate charged to the Authority's residential customers.

- b. The prices set forth above are calculated on current operating costs incurred by Clifton Park Water Authority to provide water to the Village of Round Lake. In addition to rate adjustments as provided above, every two (2) years from the Commencement of this agreement, the water rate shall be adjusted by the increases/decreases in the following costs associated with the supply of water from the Saratoga County Water Authority, through the CPWA system, to the Village of Round Lake:

1. The Saratoga County Water Authority ("SCWA") water rate;
2. Charges by the NYS Canal Corporation for water sold to Village of Round Lake;
3. Electricity, chemicals and labor costs associated with the operation of the metering/pumping stations; and interconnects between CPWA and SCWA;
4. Repair and maintenance costs incurred by Clifton Park Water Authority directly related to the operation and maintenance of system infrastructure supporting supply of water to Round Lake.

c. In calculating the adjusted rate relative to the above, Items (3) and (4) shall be prorated based upon the ratio of the gallons of water provided by Clifton Park Water Authority to the Village of Round Lake to the total gallons of water provided to all customers. Labor rates shall be calculated using loaded wage rates for regular time and overtime.
[replacing Section 2. in full]

4. To be added to the end of Section 4, p. 2: Such consent(s) shall not unreasonably be withheld.

5. Section 14 is renamed TERM, and reads in full: The term of this agreement is from its effective date to December 31, 2053.

IN WITNESS WHEREOF, that parties hereto have caused this *First Amendment to Bulk Water Purchase Agreement* to be executed by their respective duly authorized representatives.

VILLAGE OF ROUND LAKE

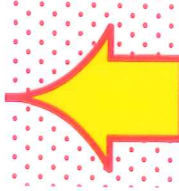
By: _____

Gary Putman, Mayor
May 16, 2018

CLIFTON PARK WATER AUTHORITY

By: _____

Helmut Gerstenberger, Chair
May _____, 2018



BULK WATER PURCHASE AGREEMENT

This Bulk Water Purchase Agreement (the Agreement) is made and entered into this ^{18th} day of ~~July~~^{September}, 2000 by and between The Village of Round Lake, New York (hereinafter the "Village"), with principal offices at 49 Burlington Avenue, Round Lake, New York 12151 and the Clifton Park Water Authority (hereinafter the "Authority"), a public benefit corporation organized and existing under the laws of the State of New York, with an office at 5 Municipal Plaza, Clifton Park, New York 12065 and supercedes and replaces a certain Bulk Water Purchase Agreement made and entered into by the parties on December 17, 1999. (2)

WITNESSETH:

Whereas, the Village has requested and desires to contract with the Authority for the bulk purchase of water on the terms and conditions contained herein; and

Whereas, the Village agrees that all water purchased in bulk from the Authority will be provided to customers within the Village boundary limits; and

Whereas, the Village is a contiguous municipal corporation with whom the Authority wishes to cooperate concerning providing water for bulk purchase to the extent possible consistent with the Authority's desire to avoid adversely affecting its existing customers; and

Whereas, the Authority has determined that it has sufficient source water, treatment capacity and pumping ability to deliver the required volume of water to the Village; and

Whereas, the Authority desires to sell water in bulk to the Village on the terms and conditions herein:

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings contained herein, the parties hereto agree as follows:

Section 1. SUPPLYING OF BULK WATER

a) The Authority shall furnish bulk water to the Village in such quantities as required by customers within the Village boundary limits based on a bulk water meter installed by the Village in a meter vault approved by the Authority and located adjacent to the Authority's Water System. The furnishing of such water is conditioned upon the Village maintaining compliance with all applicable State and Federal Laws.

b) The maximum amount of bulk water to be supplied to the Village by the Authority pursuant to this agreement shall be 250,000 gallons per day (250,00 gpd). Bulk Water to be supplied to the Village by the Authority in excess of 250,000 gpd will be subject to negotiated agreement between the parties.

Section 2. INITIAL RATE AND RATE ADJUSTMENTS

a) The agreed upon initial rate to be charged to the Village will be two (\$2) dollars per one thousand (1,000) gallons of water metered. The residential customer rate in the Village shall not be less than the residential rate charged to the Authority's residential customers.

b) The rate charged the Village will only be adjusted when the residential customer rate of the Authority is adjusted and in the same percentage as the Authority's residential customer rate.

Section 3. BILLING

Meter readings will be furnished to the Authority on a monthly basis and billing will be on a calendar quarterly basis. Payments to be received within fifteen (15) days of the billing date. The Authority shall have access to the bulk water meter and reserves the right to read the meter upon request to the Village.

Section 4. EXPANSION

No expansion of the Village's water system within or without the boundaries of the Village will be permitted without the prior consent of the Board of Directors of the Authority and all other necessary regulatory agencies. The Village agrees not to sell water outside its present service area/water system without the prior consent of the Board of Directors of the Authority and all other necessary regulatory agencies.

Section 5. UNIVERSAL METERING

All service connections must be metered without exception. Universal metering is a requirement of the Authority's Water Supply permit issued by NYSDEC and is anticipated to be a condition of NYSDEC's permit to the Village.

Section 6. VILLAGE SUBJECT TO RULES AND REGULATIONS OF THE AUTHORITY

- A. The Village and all customers of the Village Water System shall be subject to the Rules and Regulations of the Authority. Water use restrictions and conservation measures imposed by the Authority shall be adopted and enforced by the Village. In times of water shortages or emergency situations such as drought or disaster the Village shall provide enforcement action for all emergency regulations enacted by the Authority. The Authority will not impose restrictions upon the Village without identical restrictions being imposed on all Authority customers.
- b. The Authority will provide the Village copies of all amendments to the Rules and Regulations adopted and all emergency measures adopted.

Section 7. ANALYTICAL TEST RESULTS

The Authority will provide copies of required analytical test results from source waters to the Village on an annual basis. The Village will conduct and be financially responsible for all required bacteriological sampling within the Village and for all point of use sampling and analyses required by law or regulation. The Village will be responsible for all communications to their customers as required pursuant to Part V of the State Sanitary Code.

Section 8. WATER QUALITY

The Authority will provide the Village with water generally of the same quality and characteristics as the water provided to all customers of the Authority. Any rechlorination or additional treatment desired by the Village will be at the sole discretion and expense of the Village.

Section 9. NOTICES

All notices and other communication hereunder shall be in writing and shall be deemed sufficiently given when delivered to the applicable address stated below by certified mail, return receipt requested, or by delivery in person with receipt of such delivery. Should changes occur in the addresses set forth below, each party agrees to notify the other of such change of address by certified mail, return receipt requested, or by delivering in person with receipt of such delivery of such new address.

If to the Authority:

Town of Clifton Park Water Authority
5 Municipal Plaza
Clifton Park, New York 12065

If to the Village:

Village of Round Lake
49 Burlington Avenue
P.O. Box 85
Round Lake, New York 12151

Section 10. MISCELLANEOUS

- (A) The headings preceding the text of the several sections of this Agreement shall be solely for the convenience of reference and shall neither constitute a part of this agreement nor affect its meaning, construction or effect.
- (B) This Agreement shall be construed in accordance with the applicable laws of the State of New York.
- (C) If any one or more of the agreements provided herein on the part of the Village or the Authority to be performed shall, for any reason, be held or shall, in fact, be or become inoperative, unenforceable or contrary to law, in any particular case, such circumstances shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the provisions herein should be contrary to law, then such provision or provisions shall be deemed separable from the remaining portions hereof and shall in no way affect the validity of any other provisions of this Agreement.
- (D) This Agreement may not be amended, changed or modified except by a written instrument duly executed and delivered by the parties hereto.

Section 11. LIMITED OBLIGATIONS

- (A) The obligations, undertakings and duties (collectively the Duties) of the Authority contained herein shall not constitute or give rise to an obligation of the State of New York or the Town of Clifton Park, New York and neither the State of New York nor the Town of Clifton Park, New York shall be liable in any way whatsoever concerning the contents of this Agreement.

- (B) All of the Duties of the Authority contained herein shall be duties of the Authority and not those of any member, officer, servant or employee of the Authority in his/her individual capacity and no recourse under or upon any such Duties or any claim based thereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Authority and any such claims are hereby waived by the Village as additional consideration for and as a condition precedent to the execution of this Agreement by the Authority.
- (C) Except as otherwise provided by Law, the Duties of the Village contained herein shall not constitute or give rise to an obligation of the State of New York nor shall the State of New York be liable in any way whatsoever concerning the contents of this Agreement.

Section 12. ARBITRATION

Any controversy arising under, out of, in connection with, or relating to this Agreement, and any amendment thereof, or the breach thereof, shall be determined and settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. Any award rendered therein shall be final and binding on each and all of the parties hereto and their personal representatives, successors or assigns and judgment may be entered thereon in any court having jurisdiction thereof.

Section 13. CONSTRUCTION OF FACILITIES

a) Any and all construction to facilitate interconnection of the Village water system to the Authority system shall be the responsibility of the Village. This shall include, at a minimum, pipe line, a meter vault and approved metering device. All plans and specifications for construction shall be approved by the Authority prior to construction.

b) Should the Village desire any additional treatment or rechlorination of the bulk water supplied to it, the Authority shall be informed in writing and allowed to review and comment on any and all plans for said treatment and such additional treatment or rechlorination shall be at the Village's sole cost and expense.

Section 14. TERMINATION

The term of this agreement shall be twenty (20) years commencing from the issuance of certain bonds to be used by the Village to construct certain water facilities [water facilities being defined as set forth in Public Authorities

Law Section 1120-a(26)] to include the facilities set forth in Section 13 above. It is the intention of the parties to have the term of this agreement coincide with the initial term, not to exceed twenty (20) years, of the bonds referred to above and which term may be extended upon the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Bulk Water Purchase Agreement to be executed by their respective duly authorized representatives and to be dated as of the day first above written.

Village of Round Lake

BY: *Dixie Lee Sacks*
Dixie Lee Sacks
Mayor

Clifton Park Water Authority

BY: *Richard M. Kukuk*
Richard M. Kukuk
Chairman

STATE OF NEW YORK)
COUNTY OF SARATOGA)ss:

On the 18 day of ~~December~~ ^{September}, 2000, before me, the undersigned, personally appeared Dixie Lee Sacks, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Lois J. Whitbeck
Notary Public - State of New York
My commission expires 4/17/2001

LOIS J. WHITBECK
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WH828107
QUALIFIED IN SARATOGA COUNTY
TERM EXPIRES 4/17/2001

STATE OF NEW YORK)
COUNTY OF SARATOGA)ss:

On the 7th day of ~~December~~ ^{September}, 2000, before me, the undersigned, personally appeared Richard M. Kukuk, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity and that his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Alice L. Amman
Notary Public - State of New York
My commission expires 6/30/2001

ALICE L. AMMAN
Notary Public, State of New York
No. 01AM5081284
Qualified in Rensselaer County
My Commission Expires June 30, 2001

Clifton Park Water Authority

Resolution # _____, 2018

Amending Resolution #25, 2017

Authorizing Redevelopment of Oakwood Well

WHEREAS, the yield of the well at Oakwood Boulevard Pumpstation has recently dropped off significantly, and

WHEREAS, the Clifton Park Water Authority sees a need to redevelop this well to restore the yield of the well as soon as possible due to the higher water demands seen this time of year, and

WHEREAS, the Clifton Park Water Authority Board of Directors passed Resolution #25, 2017 adopting the Capital Budget for 2018, now therefore be it

RESOLVED, that the Clifton Park Water Authority hereby amends Resolution #25, 2017 to include an additional \$12,500.00 item in the 2018 CPWA Capital Budget for redevelopment work on the Oakwood Well.

Motion By: _____ Seconded By: _____

Roll Call Vote

	<u>Ayes</u>	<u>Noes</u>
Mr. Gerstenberger	_____	_____
Mr. Ryan	_____	_____
Mr. Peterson	_____	_____
Mr. Taubkin	_____	_____
Mr. Butler	_____	_____

Clifton Park Water Authority

Resolution # _____, 2018

Amend Job Description for Water Treatment Plant Operator

WHEREAS, the designation of the CPWA's source water at the Boyack Road Water Treatment Plant has been changed by the Department of Health from groundwater to groundwater under the direct influence of surface water, and

WHEREAS, the Clifton Park Water Authority installed cartridge filtration at the Boyack Road Water Treatment Plant to meet the treatment requirements of the new plant designation, and

WHEREAS, the new plant designation requires that the CPWA have a minimum of two employees with a minimum water treatment certification of Grade 2A, and

WHEREAS, the CPWA has a job description for the Water Treatment Plant Operator that does not accurately reflect the certification requirements of the job, now therefore be it

RESOLVED, that the CPWA Board of Directors hereby amends the job description for Water Treatment Plant Operator, as attached, to expressly require the certifications needed to operate the Boyack Road Water Treatment Plant.

Motion By: _____

Seconded By: _____

Roll Call Vote:

	<u>Ayes</u>	<u>Noes</u>
Mr. Gerstenberger	_____	_____
Mr. Ryan	_____	_____
Mr. Peterson	_____	_____
Mr. Taubkin	_____	_____
Mr. Butler	_____	_____

PROPOSED

WATER TREATMENT PLANT OPERATOR

DISTINGUISHING FEATURES OF THE POSITION: These duties involve the responsibility for the safe and efficient operation and maintenance of the Authority's treatment facility at Boyack Road. General direction is received from the Authority Administrator, but wide leeway is allowed for planning work methods and dealing with emergency conditions. Supervision is exercised over the Assistant Water Treatment Plant Operator, as well as Water Maintenance Technicians working at the treatment facility. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES:

Maintains the plant to assure the most efficient and economical use of equipment, supplies, and manpower;
Makes daily inspections of plant and plant machinery, including wells and wellhouses;
Makes or supervises necessary tests for control of plant operation;
Requisitions all necessary materials and supplies;
Maintains inventory of supplies, chemicals, and equipment;
Makes any necessary adjustments to chemical feed systems or other operational parameters to ensure the optimal operation of the treatment facilities;
Maintains a preventative maintenance and repair program for all equipment and maintains complete and accurate records of same;
Maintain records of all pertinent plant information, including maintenance logs, test results, and alarm records;
General housekeeping tasks to keep plants neat and orderly;
Maintenance of backwash lagoon levels;
Conducts special studies for improvement of water quality and plant operations;
Supervises subordinate employees assigned to assist;

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL

CHARACTERISTICS: Thorough knowledge of the practices used and equipment required in the operation and maintenance of a Type A manganese greensand and microfiltration plant for the treatment of groundwater under the direct influence of surface water; good knowledge of principles and applications of physics, chemistry, and bacteriology as they relate to water purification; ability to supervise the operation and repair of pumps, valves and related mechanical and electrical equipment; good knowledge and understanding of the plant's SCADA system, and ability to manipulate programming when necessary; ability to make routine laboratory and field tests for control of plant operation; ability to plan and supervise the work of subordinates; working knowledge of electronics and simple electronic circuit analysis; mechanical aptitude; mental alertness; dependability; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Either

- A) Graduation from a regionally accredited or NYS registered four-year college with a bachelor of science degree; OR
- B) Graduation from a regionally accredited or NYS registered two-year college with an associates degree in applied science and two (2) years of satisfactory experience in the operation of a minimum 1 MGD Type A water treatment facility involving filtration; or
- C) Satisfactory completion of an appropriate course of instruction approved by the State Department of Health and at least five (5) years satisfactory experience in the operation of a minimum 1 MGD Type A water treatment facility involving filtration.

SPECIAL REQUIREMENTS: Possession of a valid NYS Driver's License and a Grade 2A Treatment Plant Water Operator Certificate.

EXISTING

WATER TREATMENT PLANT OPERATOR

DISTINGUISHING FEATURES OF THE POSITION: These duties involve the responsibility for the safe and efficient operation and maintenance of the Authority's treatment facilities at Boyack and Sambrook. General direction is received from the Authority Administrator, but wide leeway is allowed for planning work methods and dealing with emergency conditions. Supervision is exercised over Water Maintenance Technicians working at the treatment facilities. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES:

Maintains the plant to assure the most efficient and economical use of equipment, supplies, and manpower;
Makes daily inspections of plant and plant machinery, including wells and wellhouses;
Makes or supervises necessary tests for control of plant operation;
Requisitions all necessary materials and supplies;
Maintains inventory of supplies, chemicals, and equipment;
Makes any necessary adjustments to chemical feed systems or other operational parameters to ensure the optimal operation of the treatment facilities;
Maintains a preventative maintenance and repair program for all equipment and maintains complete and accurate records of same;
Maintain records of all pertinent plant information, including maintenance logs, test results, and alarm records;
General housekeeping tasks to keep plants neat and orderly;
Maintenance of backwash lagoon levels;
Conducts special studies for improvement of water quality and plant operations;
Supervises subordinate employees assigned to assist;

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL

CHARACTERISTICS: Thorough knowledge of the practices used and equipment required in the operation and maintenance of a Type B manganese greensand filtration plant, and in the operation and maintenance of a small-scale package surface water treatment plant (Sambrook); good knowledge of principles and applications of physics, chemistry, and bacteriology as they relate to water purification; ability to supervise the operation and repair of pumps, valves and related mechanical and electrical equipment; good knowledge and understanding of the plant's SCADA system, and ability to manipulate programming when necessary; ability to make routine laboratory and field tests for control of plant operation; ability to plan and supervise the work of subordinates; working knowledge of electronics and simple electronic circuit analysis; mechanical aptitude; mental alertness; dependability; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Either

- A) Graduation from a regionally accredited or NYS registered four-year college with a bachelor of science degree; OR
- B) Graduation from a regionally accredited or NYS registered two-year college with an associates degree in applied science and two (2) years of satisfactory experience in the operation of a minimum 1 MGD Type B water treatment facility involving filtration; or
- C) Satisfactory completion of an appropriate course of instruction approved by the State Department of Health and at least five (5) years satisfactory experience in the operation of a minimum 1 MGD Type B water treatment facility involving filtration.

SPECIAL REQUIREMENTS: Possession of a valid NYS Driver's License and a Grade 2B Treatment Plant Water Operator Certificate.

BSP
MUNICIPAL CELL TOWER LEASE EXPERTS
Tower Optimization Processsm

Proposed Heads of Terms

Dated June 12, 2018

Client: Clifton Park Water Authority (CPWA) Carrier Name: Sprint

Site Location: 51 Castle Pines Drive

Lease Date: 1/21/2004 Amended 5/27/2014

Site Name: Knoll Top Water Tank

Carrier Site Ref#: AB76XC093

Type of Proposed Agreement: Amendment #2

Major Terms of Lease Agreement

1. **Term:** The current lease is due to expire on 2/1/2029. CPWA is willing to extend the term, from the date of execution of this 2nd Amendment for a 15 year guaranteed term with one 5 year renewal option which will also be guaranteed upon exercise of the renewal option.
2. **Effective Date:** Upon signing
3. **Equipment:** Equipment as outlined in the Sprint Construction Drawings dated 12/7/2017 submitted and completed for the "Do Macro Upgrade" equipment modification indicating equipment currently on the tank in addition to any configuration proposed to be installed after the current upgrade project. The CDs will identify all equipment, including make and model with exact specifications, currently on the water tower and on the ground space in addition to any enhancements proposed. Additionally an engineering review of the stress loads on the tank for the proposed equipment to be attached to any part of the water tank.
4. **Lease Fee:** \$58,600 per year payable 30 days after Lease execution and each yearly anniversary thereafter.
5. **Retroactive Rent Due:** Sprint will make a payment of \$106,900 as retroactive rents due for the unapproved installation or equipment per CDs dated 9/18/2013. The rents have been calculated for the period 10/1/02013 to 8/1/2018. Payment of any retroactive rents beyond that day will increase by \$3,164 per month.
6. **Annual Inflator:** Each year the Lease Fee will increase by the greater of 4% or CPI.
7. **Attorney and Engineering Review:** A \$5,000 fee will be due 30 days after signing to cover legal and engineering review of the lease and proposed equipment.

BSP
MUNICIPAL CELL TOWER LEASE EXPERTS
Tower Optimization Processsm

Proposed Heads of Terms

Dated June 12, 2018

8. Standard Inclusions in Agreement:

a) Any work to be performed on the Sprint equipment on the water tank will be subject to supervision by a designee of the CPWA. Reimbursement of said designee will be at an hourly rate of \$150/hr. after exceeding the permissible allowances for site work outlined in the Upgrade Protocol.

b) The CPWA, at its discretion, may require annual inspection and report on all Sprint installations by its designated engineering firm. All costs associated with the report and any suggested improvements necessary to maintain the operation and integrity of the facility shall be borne by Sprint.

c) Upgrade Protocol Procedures will be established for any change requests by carrier.

d) Holding over tenancy will be subject to annual Lease Fee at two times the Lease Fee applicable to the immediately preceding period.

e) Other than acts of god or force majeure, there will be no arbitrary termination of the Lease Agreement for Sprint.

f) CPWA will notify Sprint 6 months in advance of any tank maintenance or repairs requiring temporary removal and reinstallation of equipment. Sprint shall provide within 90 days of receipt of notice, an engineered design for CPWA's review and approval. Should land be available, Sprint will be allowed to install a temporary structure to transfer their equipment onto and continue site operations. Failure to respond to CPWA's notice will result in immediate lease termination. In such an event all equipment will be removed from the site within 30 days of notice of lease termination.

- 9. Lease Review, Approval and Execution Requirement:** Once BSP has presented the draft lease or lease amendment, encompassing the agreed upon terms contained herein, Sprint will have 60 days to process, review, circulate for approval, execution and notarization of all documents including the attachment of all required Exhibits. Failing to process this lease in the reasonable time frame outlined will result in \$3,000 increase in the annual rental for each 30 days that said lease or lease amendment is delayed.

FIRST AMENDMENT

TO

**WATER TOWER LEASE AGREEMENT DATED THE 21ST DAY OF JANUARY 2004
BETWEEN CLIFTON PARK WATER AUTHORITY AND INDEPENDENT WIRELESS
ONE LEASED REALTY CORPORATION**

This First Amendment, dated the 27th day of MAY, 2014, between the Clifton Park Water Authority (hereinafter referred to as "Lessor") having its principle office located 661 Clifton Park Center Road, Clifton Park, New York 12065, and Independent Wireless One Leased Realty Corporation (hereinafter referred to as "Lessee").

WHEREAS, the Lessor and Independent Wireless One Leased Realty Corporation had previously entered into a Water Tower Lease Agreement dated January 21, 2004; and

WHEREAS, the parties hereto, agree to modify provisions of that Lease as set forth below;

NOW, in consideration of the covenants, promises and provisions set forth in the Lease Agreement dated the 21st day of January 2004, and in consideration of the Lessor's cooperation regarding installation by Lessee of new equipment at the water tower facility, the parties mutually agree that the above referenced Lease shall be modified as follows:

A. Paragraph 4. Rent(e) - shall be amended to read as follows:

"It is acknowledged that the Lessee has provided to the Lessor three (3) months' rent as a security deposit for the faithful performance of the Lessee's obligations under this Agreement. Such security deposit has been deposited in an interest bearing account and shall remain in the account of the Lessor until the full conclusion of this Lease, including any and all renewals and/or extensions. At the conclusion of the Lease, on condition that the Lessee has faithfully met all obligations under the Lease, the security deposit shall be returned by the Lessor to the Lessee."

B. **Paragraph 24. Notice** - the parties agree that the address of the Lessor and the Lessee shall be amended as follows:

Lessor: Clifton Park Water Authority
661 Clifton Park Center Road
Clifton Park, New York 12065;

Lessee: Sprint/Nextel Property Services
Sprint Site ID: AB76XC093
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint/Nextel Law Department

Sprint Site ID: AB76XC093
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

C. **Modification to "Knolltop Tower"**. Exhibit B to the Agreement is hereby amended to include the modifications identified on Exhibit B-1, a copy of which is attached and made a part hereof. Exhibit B-1 supplements Exhibit B to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit B or any part thereof except to the extent specifically set

forth in Exhibit B-1. Upon full execution of this Amendment, IWO is permitted to do all work necessary to prepare, maintain and alter Knolltop Tower to install or otherwise modify The Premises, all as more fully described and contemplated in Exhibit B-1.

The parties have executed this Amendment as of the Effective Date.

Lessor:

Clifton Park Water Authority

By: _____

Printed
Name: _____

Title: _____

Date: _____

(Date must be completed)

Lessee:

Independence Wireless One Leased Realty Corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

(Date must be completed)