



## CLIFTON PARK WATER AUTHORITY

### BOARD MEETING MINUTES

SEPTEMBER 18, 2019

Those present at the Clifton Park Water Authority board meeting were: Mr. Helmut Gerstenberger, Chairman; Mr. George Peterson, Treasurer; and Mr. William Butler, board member. Absent: Mr. John Ryan, Vice Chairman; and Mr. Peter Taubkin, Secretary. Also present: Mr. Donald Austin, Administrator; Mr. Ronald Marshall, Superintendent; and Mr. Neil Weiner, Attorney.

Mr. Gerstenberger called the meeting to order at 7:07pm.

#### **PRIVILEGE OF THE FLOOR**

No members of the public present.

#### **OLD BUSINESS**

##### **PROJECT TO INCREASE CAPACITY FROM SCWA**

Mr. Austin reported that NYS Department of Health is still reviewing the plans. NYSDOH contacted Mr. Kortz of CT Male yesterday with a question they had regarding the plans. Mr. Austin is hopeful that he will receive a response letter from NYSDOH soon so the project can go out to bid.

- **APPROVE CHANGE ORDER AND AMENDED CT MALE AGREEMENT**

Mr. Austin reported that the grant from Environmental Facilities Corporation (EFC) has some Minority and Women Owned Business Enterprise (MWBE) requirements. He recommended removing the construction observation services from the original CT Male contract agreement and approve the updated contract agreement with CT Male, which separately provides for construction observation using a qualified MWBE contractor. This will give the CPWA some of the credits needed towards the EFC requirements. This change will result in an increase in the cost of these services of approximately \$4,400.00. The Board questioned the increase in cost. Mr. Austin placed a call to Mr. Kortz and he stated the difference is in the hourly rate being charged by the contractor.

While discussing the change order, the Board directed Mr. Austin to prepare a Request for Proposal for engineering services for the upcoming contract renewal to compare engineering rates.

### **MILLER ROAD WATER MAIN EXTENSION**

Mr. Austin reported that he has received all of the signed agreements from the Town of Clifton Park, the developer, and the four landowners. The developer is currently trying to sell the project to a builder.

### **MOE ROAD PUMPSTATION PARCEL**

The Stoney Creek Park District would like to purchase the property. They have submitted a grant application and are waiting for feedback on that application.

### **CPWA HANDBOOK**

A **motion** was made by Mr. Gerstenberger adopting the new CPWA Handbook; seconded by Mr. Peterson.

## **RESOLUTION #17, 2019 – ADOPTING NEW CPWA HANDBOOK**

**WHEREAS**, the Clifton Park Water Authority engaged the services of a human resource firm, Pinnacle HR, to update the CPWA Employee Handbook in order to communicate the Authority's personnel policies to all employees and to ensure that the Handbook is in compliance with all regulatory guidelines, now therefore be it

**RESOLVED**, that the Clifton Park Water Authority Board of Directors hereby adopts the updated Clifton Park Water Authority Employee Handbook as attached.

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Absent
Mr. Peterson	- Aye
Mr. Taubkin	- Absent
Mr. Butler	- Aye

### **NEW BUSINESS**

#### **MALTA HYDRANT RENTAL AGREEMENT**

A **motion** was made by Mr. Butler to approve the Malta Hydrant Rental Agreement; seconded by Mr. Gerstenberger.

## **RESOLUTION #18, 2019 – APPROVE MALTA HYDRANT RENTAL AGREEMENT**

**WHEREAS**, the Clifton Park Water Authority and the Town of Malta wish to renew the hydrant rental agreement currently in place (with modifications to the rental amounts), which provides for fire protection within the Town of Malta, now therefore be it

**RESOLVED**, that the Clifton Park Water Authority Board of Directors hereby agrees to renew the Fire Hydrant Rental Agreement with the Town of Malta as attached, and the Authority Chairman is hereby authorized to execute the agreement and any other documents or instruments necessary to implement this agreement.

#### Roll Call Vote:

Mr. Gerstenberger - Aye  
Mr. Ryan - Absent  
Mr. Peterson - Aye  
Mr. Taubkin - Absent  
Mr. Butler - Aye

#### ANNUAL BUDGET

Mr. Austin presented the 2020 preliminary budget to the Board. He stated that it doesn't include any wage increase because the Authority is currently in negotiations with the union.

#### OTHER BUSINESS

- Mr. Gerstenberger asked how the disinfection-byproducts sample results have been. Mr. Austin reported that they are in compliance.
- Mr. Gerstenberger asked how the anode installation program is progressing. Mr. Marshall replied that they haven't been able to install any this year due to other water projects taking precedence. They are currently working on Kimberly Court, replacing every water service from the main to the curb stop because of problems with the copper water lines deteriorating.
- Mr. Gerstenberger made a **motion** to move into executive session at 7:41pm to discuss CSEA union negotiations; seconded by Mr. Peterson. The **motion** carried 3-0, 2 absent.

Mr. Gerstenberger made a **motion** to move out of executive session at 8:10pm; seconded by Mr. Peterson. The **motion** carried 3-0, 2 absent.

#### APPROVE MINUTES OF JUNE 12, 2019 AND JULY 10, 2019 MEETINGS

Tabled until next month due to not having a quorum present, as Mr. Gerstenberger was absent from the June meeting and Mr. Butler was absent from the July meeting.

The CPWA's next board meeting is scheduled for Tuesday, October 8, 2019 at 7pm.

A **motion** was made by Mr. Gerstenberger to adjourn the meeting at 8:15pm; seconded by Mr. Peterson. The **motion** carried 3-0, 2 absent.

Respectfully submitted,

*Sheri Collins*

Recording Secretary

cc: CPWA Board of Directors  
Neil Weiner, Esq.

## **FIRE HYDRANT RENTAL AGREEMENT**

The **CLIFTON PARK WATER AUTHORITY**, a public benefit corporation organized under the Laws of the State of New York, with its principal place of business at 661 Clifton Park Center Road, Clifton Park, New York 12065 (hereinafter referred to as "CPWA"), and the **TOWN OF MALTA**, a municipality of the State of New York, with its offices located at 2540 Route 9, Malta, New York 12020 (hereinafter referred to as "the Town").

### **WITNESSETH:**

**WHEREAS**, the Town has established a fire protection district known as "Fire Protection District #1 of the Town of Malta", and

**WHEREAS**, the area served by the Fire Protection District #1 is geographically entirely within the Town of Malta, outside the geographical limits of the incorporated Village of Round Lake, and

**WHEREAS**, the parties hereto desire to enter into an agreement whereby CPWA will furnish and/or service water and fire hydrants which are now in existence or will be later constructed by the Town within the said Fire Protection District #1, and the Town will pay to CPWA the total fee as provided herein for water and hydrants, and

**WHEREAS**, this agreement is approved by the Town Board of the Town of Malta and by the Board of Directors of the CPWA;

**NOW THEREFORE**, the parties mutually agree as follows:

1. Beginning on the first day of January ~~2015~~ **2020**, CPWA will supply and deliver to the Fire Protection District #1, through mains, pipes and fire hydrants now existing and

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any additional mains, pipes and fire hydrants which may be constructed within the geographical limits of Fire Protection District #1 of the Town of Malta, water to be used by the Town for fire protection, and/or other uses which may reasonably pertain or be connected with fire protection.

2. The available fire flow at each hydrant, when measured during a period of maximum domestic use, shall continuously be at least 500 gpm at a residual pressure of 20 psi. Failure on the part of the CPWA to meet the standards and specifications for a period of thirty (30) days after written notice thereof will be deemed unreasonable and will void the Town's obligation to pay rental, or for the CPWA to refund, for each unapproved hydrant for the period of time such hydrant is unapproved.

3. Fire hydrants shall be the property of CPWA, and all hydrants supplied to the Town of Malta shall be of a standard pattern consisting of 4-1/2" suction connection facing the street and two 2-1/2" hose connection. Threads will be NST. Suction connection centerline shall be approximately 18" above grade. The Town shall have the option, but not the responsibility, to maintain hydrants to be clear of obstructions including, but not limited to, vegetation and/or traffic. The location of hydrants shall be determined by the Town Fire Marshall, or other person designated by the Town to determine such matter, in consultation with the CPWA. Each hydrant shall be marked by the CPWA with a steel hydrant marker, approximately four feet (4') high with fluorescent or reflective marker on top; the Town shall notify CPWA should any such marker be damaged or removed. CPWA agrees that it shall prepare and provide, to the Town, a schedule and map showing the location of each fire hydrant, updated annually, and if CPWA has the map in GIS format, the GIS map shall be provided to the Town.

4. Commencing January 1, ~~2020~~, and for the duration of this contract, the Town shall pay, to CPWA, annual rental for each fire hydrant at the rate stated below:

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~~2020~~      ~~\$235.78~~ per fire hydrant

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~~2021~~      ~~\$240.50~~ per fire hydrant

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~~2022~~      ~~\$245.31~~ per fire hydrant

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~~2023~~      ~~\$250.22~~ per fire hydrant

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~~2024~~      ~~\$255.22~~ per fire hydrant

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The rental payments shall be due on or before the 1<sup>st</sup> day of May of each calendar year, and the amount of the rental payment shall be based upon the total amount of hydrants online and in service as of August 15<sup>th</sup> of the preceding calendar year. By way of example, the May ~~2020~~ rental payment shall be based upon the total number of hydrants online and in service as of August 15, ~~2019~~. All other language in this Agreement notwithstanding, at no time shall the cost per hydrant paid by the Town be more than that paid by the Town of Clifton Park, and if the cost paid by the Town of Clifton Park be less than that called for in this Agreement, the cost paid by the Town shall be adjusted downward to match the amount paid per hydrant by the Town of Clifton Park.

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5. Subject to the consent of CPWA, the Town may permit any fire department for which the Town is contracted for fire protection, or any fire department within the Town duly organized to provide fire protection within Fire Protection District #1, to use the hydrants and water for purposes of practice or drills, provided however, that the fire departments provide to CPWA no less than one (1) week's advance notice of the intention to so utilize the water and hydrants. The consent of the CPWA shall not

unreasonably be withheld. The notice shall be in writing, and shall include the dates and times of such proposed use, and the specific hydrants which are to be used.

6. The Town shall have the right to request CPWA to test up to ten (10) fire hydrants annually with test results to be reported by CPWA to the Town. The Town shall also have the right to require that hydrants be painted in a manner to make them easily identified as fire hydrants. CPWA agrees to notify the Town and the Round Lake Hose Company promptly when a hydrant is out of commission, or is under repair and thereafter, the Town and Round Lake Hose Company shall be notified when the hydrant is returned to service or a new hydrant is installed. The CPWA represents that it will have a number of reserve hydrants, parts and appurtenances available for repair or replacement of defective hydrants and appurtenances and shall strive to have such repair or replacement completed within twenty-four (24) hours after of notice of damage or malfunction. In an emergency, the Town may undertake repairs and the reasonable cost of making such repairs may then be deducted from the next rental payment.

7. The Town will not use the hydrants referenced herein for purposes not appropriate to the use, nor will the Town permit any person or persons other than authorized Town personnel and/or authorized fire companies the use of the fire hydrant without first having the consent of CPWA. The Town, and its agents, and representatives including, but not limited to, any members of the fire company who may use the hydrants for any reasons shall always use a proper hydrant wrench to open and/or close the hydrants.



8. The CPWA, will provide the Town, if available, copies of any detailed water system layouts showing hydrant locations, line sizes and line termination points that CPWA may regularly maintain in connection with its function.

9. The term of this agreement shall commence on January 1, ~~2020~~ and conclude on December 31, ~~2024~~. For purposes of future agreements, CPWA will provide notice to the Town by August 15, ~~2024~~ of any new rental charges, and the Town shall respond by September 15, ~~2024~~, whether the Town will accept the same. The Town and CPWA shall use their best efforts to reach an agreement on or before November 1, ~~2024~~.

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10. Attached hereto and made a part hereof is a copy of an approved resolution of the Town Board of the Town of Malta, and the Board of Directors of the CPWA.

11. The parties hereto shall each take any and all steps necessary to comply with the current Fire Prevention Codes or, in the event cooperation is necessary, to cooperate with one another in good faith to so comply.

**IN WITNESS WHEREOF**, the parties and representatives hereunto have hereunto set their hands and seals the dates set forth below.

**CLIFTON PARK WATER AUTHORITY**

Dated: \_\_\_\_\_, ~~2019~~

By: Helmut Gerstenberger  
Chairman, Board of Directors

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**TOWN OF MALTA**

Dated: \_\_\_\_\_, **2019**

By: **Darren O'Connor**  
Town Supervisor

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**Deleted:** Paul Sausville