



CLIFTON PARK WATER AUTHORITY

BOARD MEETING MINUTES

MARCH 10, 2020

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

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. Kortz stressed to the NYS Department of Health that he needed a tentative bid schedule set for this project. He has not received a comment letter yet but has set a tentative date to go out to bid for March 20th. This will give just enough time to receive bids on April 10th and be able to present the results at the April 14th board meeting.

COMMUNITY SOLAR PROPOSAL

Mr. Austin was able to speak to the assistant director from the Sharon Housing Authority in Massachusetts about their participation and experience with Nexamp. They have been participating in this program for about 2 years. She stated the process was very seamless with no issues. They are seeing savings of over 10 percent.

Mr. Austin will inquire about the term of the contract to see if it's negotiable. He will prepare a resolution for next month's board meeting.

KNOLLTOP WATER STORAGE TANK REFURBISHMENT

Mr. Austin reported this project is in the design phase. C.T. Male Associates has prepared a letter to be sent to the cell phone carriers giving them advanced notice that this project will be started early fall. Mr. Austin has a meeting on Monday with the paint representative.

NEW BUSINESS

AUDIT PRESENTATION

Karl Newton, a Director of Marvin and Company, presented the Board with the draft consolidated financial statements and audit report for the fiscal year ended December 31, 2019.

Mr. Gerstenberger made a **motion** to approve the 2019 financial statements as presented by Mr. Newton of Marvin & Company; seconded by Mr. Butler. The **motion** carried 4-0, 1 absent.

HALFMOON EMERGENCY WATER SUPPLY AGREEMENT

A **motion** was made by Mr. Peterson to approve the Emergency Water Supply Agreement with the Town of Halfmoon; seconded by Mr. Taubkin.

RESOLUTION# 13, 2020 – APPROVE EMERGENCY WATER SUPPLY AGREEMENT WITH TOWN OF HALFMOON

WHEREAS, the Clifton Park Water Authority (CPWA) and the Town of Halfmoon wish to enter into a mutually beneficial emergency water supply agreement allowing either party to supply and/or receive water from the other in the event of an emergency, and

WHEREAS, the CPWA and the Town of Halfmoon have negotiated an emergency water supply agreement; a draft copy of which accompanies this resolution, now therefore be it

RESOLVED, that the CPWA Board of Directors hereby approves an emergency water supply agreement with the Town of Halfmoon, as attached, and authorizes the CPWA Chairman to execute the agreement and any other documents or instruments necessary to facilitate this agreement.

Roll Call Vote:

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

SCWA PURCHASE AGREEMENT RENEWAL

Mr. Gerstenberger made a **motion** at 8:06pm to move into executive session to discuss the Water Purchase and Sale Agreement between the SCWA and the CPWA; seconded by Mr. Peterson. The **motion** carried 4-0, 1 absent.

Mr. Gerstenberger made a **motion** at 8:27pm to move out of executive session; seconded by Mr. Butler. The **motion** carried 4-0, 1 absent.

OTHER BUSINESS

- Mr. Austin presented the Board with the 2019 Capital Budget report.

APPROVE MINUTES OF FEBRUARY 11, 2020 MEETING

A **motion** was made by Mr. Butler to approve the minutes of February 11, 2020; seconded by Mr. Gerstenberger. The **motion** carried 4-0, 1 absent.

The CPWA's next board meeting is scheduled for Tuesday, April 14, 2020 at 7pm.

A **motion** was made by Mr. Gerstenberger to adjourn the meeting at 8:30pm; seconded by Mr. Taubkin. The **motion** carried 4-0, 1 absent.

Respectfully submitted,

Sheri Collins

Recording Secretary

cc: CPWA Board of Directors
Neil Weiner, Esq.

ORIGINAL

**EMERGENCY WATER SUPPLY AGREEMENT
CLIFTON PARK WATER AUTHORITY AND TOWN OF HALFMOON
AS OPERATOR OF HALFMOON CONSOLIDATED WATER DISTRICT**

THIS AGREEMENT, made this 26th day of February 2020, between Clifton Park Water Authority organized and existing pursuant to the laws of the State of New York, having 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 Halfmoon, and the Halfmoon Consolidated Water District, both organized pursuant to the laws of the State of New York, and both entities having as their principal place of business, Halfmoon Town Hall, 2 Halfmoon Town Plaza, Halfmoon, New York 12065 (hereinafter both referred to as "Town"); and

WHEREAS, the Halfmoon Consolidated Water District is owned, operated and controlled by the Town of Halfmoon; and

WHEREAS, both parties are mutually aware of the possibility that in the event of an emergency which impedes, in whole, or in part, each parties' ability to provide water to its customers, that either party may have to face a necessity of needing an additional source of water supply for their respective service areas and customers; and

WHEREAS, each party mutually acknowledges and agrees that it is in their respective and mutual interests to enter into this Agreement for an additional water supply in the event of an emergency;

NOW THEREFORE, the parties mutually agree as follows:

ARTICLE ONE

NATURE OF AGREEMENT

This Agreement is an emergency supply agreement and each party agrees to supply to the other Surplus Water in the event of an emergency. For purposes of this Agreement, the term "Surplus Water" shall mean excess water available for supply after the needs of all customers of the supplying entity have been met and satisfied. Nothing in this agreement requires either party to supply water other than surplus water to the other. For purposes of this Agreement, the term "Emergency" shall mean any situation arising from fire, flood, storm, breakdown of a water system, unpotable condition, or other force majeure which creates an interruption of service for either party, or which poses a threat to life, health, or property of the customers of either party.

ARTICLE TWO

PURCHASE AND SALE OF WATER

If and when an emergency arises, necessitating that either party receive an emergency supply of water, the needful party shall promptly contact the other to request an emergency supply of surplus water. Contact may be made by phone, email, facsimile, letter, or in person by either party's representative having authority to request an emergency supply. Upon request, each party agrees to supply and sell to the other party such surplus water, as the requesting party requires and needs during the term of this Agreement, subject to a maximum supply of 500,000 gallons of water per day, unless the parties mutually agree that the supply of surplus water shall be greater. The supplying party shall continue to provide Surplus Water until the emergency prompting the need has resolved or been sufficiently abated; in the event, however, the supplying party during the emergency finds that there will be insufficient surplus water, the supplying party shall notify the requesting party of that circumstance as soon as immediately possible.

Notification may be made by phone, email, facsimile, letter, or in person by either parties' representative having authority to provide such notification.

ARTICLE THREE

EFFECTIVE DATE AND TERM

This Agreement shall take effect immediately on the date written above and shall continue indefinitely. However, the Agreement may be terminated by either party for any reason, upon sixty (60) days advance written notice to the other. Written notice shall be both mailed to the address of the parties as set forth above by registered or certified mail, return receipt requested.

ARTICLE FOUR

POINTS OF DELIVERY

Each party shall supply surplus water to the other at the following point of delivery:

CPWA -Halfmoon interconnection at Crossing Boulevard.

ARTICLE FIVE

USE OF WATER LINES

Neither party shall be obligated to make improvements to their respective water systems for purposes of providing any emergency supply of water under this Agreement.

ARTICLE SIX

QUALITY OF WATER

All surplus water supplied by each party shall be potable, treated water meeting all applicable quality and purity standards of New York State and Federal Regulatory Agencies. The surplus water shall be of the same quality as the water furnished to the other customers of the supplying party.

ARTICLE SEVEN

WATER RATE PRICE

The price of the water supply provided under this Agreement shall be the then current lowest rate per 1,000 gallons charged by either party to its residential customers. However, if a supplying party utilizes an outside water source/supplier to supply emergency Surplus Water to the other, and water rate from the outside water source/supplier is higher than the lowest base rate per 1,000 gallons charged by either party to its residential customers, the receiving party shall pay to the supplying party the then current rate charged by the outside water source/supplier to the supplying party.

The supplying party shall present a bill to the receiving party which shall be paid in full within thirty (30) days upon presentation of said bill. In the event of failure and prompt payment is not made in full to the supplying party, the supplying party shall have all rights available at law for collection of any sums owing.

ARTICLE EIGHT

FLOW MEASUREMENT

CPWA and Town shall jointly own, operate and maintain a master meter at the point of delivery in Article Four above. The parties shall agree to make tests and inspections of the meter as they may agree to be appropriate and necessary. If any tests or inspections show the meter to be inaccurate, and the parties agree that the inaccuracies existed, the billing party shall provide a corrected bill and appropriate adjustments shall be made. If the parties are unable to agree when the meter became inaccurate, it shall be assumed that the error developed progressively from the date of the last meter test and an appropriate adjustment to all subsequent billings from that date shall then be made. The costs of inspecting, testing and maintaining the master meters as described above shall be shared equally by the parties hereto. All major repairs and replacements of all master meter shall be jointly approved by each party and neither party will unreasonably withhold their consent.

ARTICLE NINE

FORCE MAJEURE

Except for payments as required in this Agreement, either party may suspend its performance under this Agreement if such parties' performance is prevented or delayed by a cause or causes beyond the reasonable control of such party, which could not have been avoided by the exercise of reasonable diligence of such party. Such causes may include, but shall not be limited to, acts of God, acts of war, acts of terrorism, riot, fire, explosion, lockouts, or other labor disturbances, breakage or damage to machinery or pipelines, and partial or entire failures of water system. The party asserting the right to suspend performance must, within a reasonable

time of acquiring knowledge of the cause requiring the suspension, notify the other party in writing of the cause for suspension, which may be by mail or email, the performance suspended and the anticipated duration of the suspension. Performance shall be suspended only during the time it is prevented or delayed by the type of cause or causes as described in this Article and the party's whose performance is prevented or delayed shall endeavor to remove or overcome the cause or causes with all reasonable dispatch.

ARTICLE TEN

RESPONSIBILITY AND INDEMNIFICATION

Each party shall be responsible for the construction, operation and maintenance of all water lines and appurtenances of its own water system. Each party agrees to defend, indemnify and hold harmless the other party from all claims, demands, costs and expenses asserted by third parties and proximately caused by its negligence or willful misconduct in connection with the construction, operation or maintenance of its water system.

ARTICLE ELEVEN

APPROVAL OF AGREEMENT

In the event that this Agreement may require approval by any regulatory agency, the Agreement shall take effect on the date first above written but shall be subject to any lawful decision or order of said agency.

ARTICLE TWELVE

NON-ASSIGNMENT


This Agreement shall not be assigned to any party without the written consent of both parties.

ARTICLE THIRTEEN

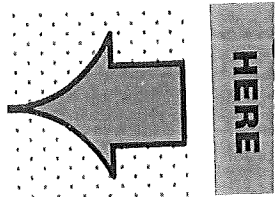
AUTHORITY TO EXECUTE AGREEMENT

The parties each possess authority to enter into this Agreement, as indicated by lawful resolutions attached hereto as Exhibits. This Agreement may be executed in counterparts. CPWA shall attach to this Agreement, as **Exhibit A**, a copy of its resolution authorizing that this Agreement be entered into. The Town shall attach to this Agreement, as **Exhibit B**, a copy of its resolution authorizing that this Agreement be entered into. Each party shall furnish a copy of their respective resolutions to the other.

Clifton Park Water Authority
by Helmut Gerstenberger, Chairman

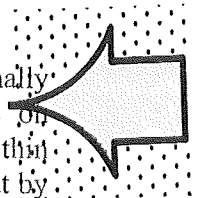


Town of Halfmoon and Town of Halfmoon
Consolidated Water District
By Kevin Tollisen, Supervisor



STATE OF NEW YORK)
COUNTY OF SARATOGA) SS.:

On _____ 2020, before me, the undersigned, personally appeared **HELMUT GERSTENBERGER**, 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 his capacity, and that by his signature on the



instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF SARATOGA) ss.:

On February 26 2020 before me, the undersigned, personally appeared **KEVIN TOLLISEN**, 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 his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Laurie S. Sullivan
Notary Public

LAURIE S. SULLIVAN
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES MARCH 12, 2022
NO. 4963580