



CLIFTON PARK WATER AUTHORITY BOARD MEETING

**Tuesday, February 15, 2022
7:00 PM**

AGENDA

- Approve Minutes of January 18, 2022 Meeting

Privilege of the Floor

Old Business

- Project to Increase Capacity from SCWA
- Verizon Request for Installation of Telecommunications Tower at Boyack WTP
- DISH Network Lease Request
- Professional Services Agreement – Delaware Engineering

New Business

- Amend 2022 Capital Budget

Other Business

- Request for Variance – 6 Round Lake Road

**CLIFTON PARK WATER AUTHORITY
TOWN OF CLIFTON PARK
COUNTY OF SARATOGA
STATE OF NEW YORK**

**RESOLUTION NO. _____,
February 15, 2022**

**APPROVAL RESOLUTION REGARDING THE LEASE OF LAND TO CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS TO PLACE A TELECOMMUNICATIONS FACILITY AT THE
BOYACK ROAD FACILITY (SBL 288.8-1-56)**

WHEREAS, the Board of Directors (the “Board”) of the Clifton Park Water Authority (the “Authority”) seeks to lease a 1,954 s.f. portion of its land to Cellco Partnership d/b/a Verizon Wireless at the Authority’s facility located at 36 Boyack Road (SBL 288.8-1-56); and

WHEREAS, Verizon Wireless seeks to construct a 110 foot tall monopole (114’ when including a four-foot lightning rod) telecommunications facility with base station equipment, utility connections and utilizing an easement over the existing access road; and

WHEREAS, the Board was provided the documentation presented by the applicant, including a proposed Lease Agreement, Lease Exhibit, State Environmental Quality Review Act (“SEQRA”) Full Environmental Assessment Form and a Visual Resource Evaluation regarding this matter for review and comment; and

WHEREAS, on January 18, 2022, the Board conducted the SEQRA review and issued a Negative Declaration.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the Land Lease Agreement with Cellco Partnership d/b/a Verizon Wireless and authorizes and directs the Chairman to execute the required documents to effectuate this Agreement including a Memorandum of Lease.

BE IT FURTHER RESOLVED, subject to the receipt all required permits and approvals, that the Board authorizes the construction of the telecommunications facility.

BE IT FURTHER RESOLVED, the Attorney for the Board and Chairman are authorized and directed to take such further steps and make such required filings as are necessary and appropriate to effectuate this Resolution.

MOTION BY: _____	Voting: Helmut Gerstenberger, Chairman	_____
	John Ryan	_____
SECONDED BY: _____	Peter Taubkin	_____
	Bill Butler	_____
	Alexis Osborne	_____

The resolution was duly adopted on _____, 2022

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 2022, between the **CLIFTON PARK WATER AUTHORITY**, with its principal offices located at 661 Clifton Park Center Road, Clifton Park, NY 12065, hereinafter designated LESSOR or CPWA and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 36 Boyack Road, Clifton Park, NY 12065 (SBL 288.8-1-56)(the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 1,954 square feet (the "Premises") and are shown in detail in Plan Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment but shall be no later than 45 days after issuance of a Building Permit by the Town of Clifton Park. Upon full execution of this Agreement, LESSEE shall promptly submit to the Town of Clifton Park for the required municipal approvals and shall diligently pursue same. The parties agree to acknowledge the Commencement Date in writing.

3. EXTENSIONS.

(a) So long as Lessee is not in Default, this Agreement shall automatically be extended for two (2) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.

(b) Thereafter, this Agreement shall automatically be extended for 3 additional 5-year terms unless either Party terminates it at the end of the then current term by giving the other Party written notice of the intent to terminate at least 18 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at an initial annual rental of \$24,000, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 661 Clifton Park Center Road, Clifton Park, NY 12065 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. On each annual anniversary of the Commencement Date, the rent payable shall increase by 3% over the prior year's rental amount. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until at least 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

(c) LESSEE agrees to provide three (3) months rent as a security deposit for the faithful performance of its obligations under this Agreement.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a twenty (20) foot wide right-of-way ("Easement"), which is depicted on Exhibit "B. LESSEE may use the Easement for the installation, operation and maintenance of wires (which shall be underground if approved by the local utility provider), cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the support services provider the right to install such services on, through, over and/or under the Property or to relocate the access to the public right-of-way, provided the location of such services or access to the right-of-way shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 26).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 26).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, booms, antennas and appurtenances, conduits, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas and appurtenances, conduits or other improvements are listed on any exhibit. With LESSOR's written consent, which shall not be unreasonably withheld, LESSEE shall have the right to replace, repair,

add or otherwise modify its tower structure (excluding booms, antennas and appurtenances which are covered above) and fencing and screening. Any increase in the height of the tower in excess of that shown on Exhibit B shall require approval of the LESSOR. To the extent that any modifications require the use of additional ground space in excess of the leased Premises, this Agreement shall require an amendment and will be subject to an increase in the rental amount.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining and maintaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as satisfactory soil boring tests, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals, and acknowledges, consents to and joins in any application for Government Approvals and agrees to execute any documents required in furtherance of such applications. LESSOR shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use without giving LESSEE advance written notice thereof.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity through no fault of LESSEE; (iii) LESSEE determines that such Government Approvals cannot be obtained in a timely manner; or (iv) LESSEE determines any structural analysis is unsatisfactory. In the event that LESSEE terminates effective at the end of the initial term, LESSEE shall pay to LESSOR an early termination fee of twenty four (24) months' rent at the then current monthly rental amount.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this Paragraph 10. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement. Upon the resolution and payment of any such claims, the Parties agree to waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or

other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's or any other pre-existing LESSEE'S or occupant's equipment in place as of the Commencement Date. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 621-2622) or to LESSOR (at (518) 383-1122), the interfering party shall or shall require any other user to take such action as is reasonably necessary to reduce or eliminate such interference until the interference is cured.

(c). The Parties acknowledge that there may not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties may have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's communications equipment) and restore the Premises to its original condition, reasonable wear and tear excepted. The foundation for the tower will be removed to four (4) feet below grade and the remaining portion of the foundation is permitted to remain after the expiration or termination of this Agreement. So long as LESSEE is not in Default, LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 14. LESSEE shall obtain and provide an Equipment/Structural Removal Bond in favor of and naming CPWA as Obligee guaranteeing the removal of said communications equipment installed and/or placed upon the leased premises by LESSEE in the sum of Seventy-Five Thousand (\$75,000.00) Dollars. Prior to the commencement of any additional lease extensions referenced in Paragraph 3(b) above, the Parties will review the removal bond amount and increase it to provide for adequate and reasonable security for the removal of the communication equipment.

14. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed and the Premises are restored as provided above.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with equivalent terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 20 days after service of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement. Similarly, whether or not any such Assignment is executed by LESSOR, LESSEE shall continue to be bound to its obligations under this Agreement for the full term and any extensions thereof, including but not limited to the payment of rent.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common or municipal control with or of the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may not sublet the Premises without LESSOR'S prior written consent, which consent shall not be unreasonably withheld.

19. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 12, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:	Clifton Park Water Authority 661 Clifton Park Center Road Clifton Park, NY 12065
LESSEE:	Cellco Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. Within 30 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in a form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. DEFAULT. It is a "Default" if either Party (i) fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot

reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) fails to comply with this Agreement and the failure interferes with the other Party's Use and the interfering Party does not remedy the failure within 15 days after written notice from the other Party or, if the failure cannot reasonably be remedied in such time, if the interfering Party does not commence a remedy within the allotted 15 days and diligently pursue the cure to completion within 30 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 12 of this Agreement.

22. REMEDIES. In the event of an uncured Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may, 30 days after giving written Notice to the Defaulting Party, terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such necessary performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment to the extent resulting from LESSOR's violation of any applicable EH&S Laws or to the extent that LESSOR causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue outside of the Premises except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as asbestos, lead containing materials or soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and significantly impairs LESSEE's Use through no fault of LESSEE, rent shall abate until LESSEE'S Use should reasonably be restored. If LESSEE's Use is not restored within 90 days through no fault of LESSEE, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises significantly impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating to LESSEE's use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, except with regard to LESSEE'S specific use (including, reasonable modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES and UTILITIES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable utilities, transaction tax (including sales, use, gross receipts, or excise tax) imposed on LESSEE and required to be collected by LESSOR based on any service, rental space, or equipment provided by LESSOR to LESSEE. LESSEE shall pay all personal and real property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity and utilities that are imposed on LESSEE and required to be paid by LESSEE or that are directly attributable to LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

28. NON-DISCLOSURE. Except as otherwise permitted or reasonably required to carry out the intent of this Agreement (for example, in connection with obtaining Government Approvals), the Parties agree: this Agreement and any information exchanged between the Parties regarding the Agreement are confidential; they shall not provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law; and, if a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

29. MOST FAVORED LESSEE. Intentionally Deleted.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules and any claims or disputes related to this Agreement shall be venued in, and the Parties hereby consent to the jurisdiction of, the New York State Supreme Court in and for Saratoga County or the United States District Court for the Northern District of New York. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

31. TEMPORARY EASEMENT. LESSOR hereby grants LESSEE a non-exclusive temporary easement (the "Temporary Easement") to utilize a portion of the Property, all as shown on Exhibit "B" hereto (the "Temporary Easement Area"). The Parties acknowledge and agree that the Temporary Easement shall be for the purpose of clearing any rocks, dirt, brush, trees or other vegetation, grading, excavation, and storing materials (including, without limitation, excavated soil and equipment) in order to allow for the construction and installation of LESSEE's communications facility as described herein. The Temporary Easement shall terminate upon completion of the construction and installation of LESSEE's communications facility and LESSEE shall return the Temporary Easement Area to as good a condition as is reasonably practicable considering the clearing and grading that is to be performed by LESSEE.

32. EMERGENCY CONTACT. In the event of an emergency, LESSOR shall have immediate access to the Demised Premises and communications equipment via (518) 383-1122 and LESSEE's emergency contact person and telephone number is: Network Operations Center at (800) 621-2622.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals on the dates below, effective the day and year first above written.

LESSOR: CLIFTON PARK WATER AUTHORITY

By: _____

Its: _____

Date: _____

LESSEE: CELLCO PARTNERSHIP d/b/a

Verizon Wireless

By: _____

Its: _____

Date: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Clifton Park, County of Saratoga and State of New York, more particularly bounded and described as follows:

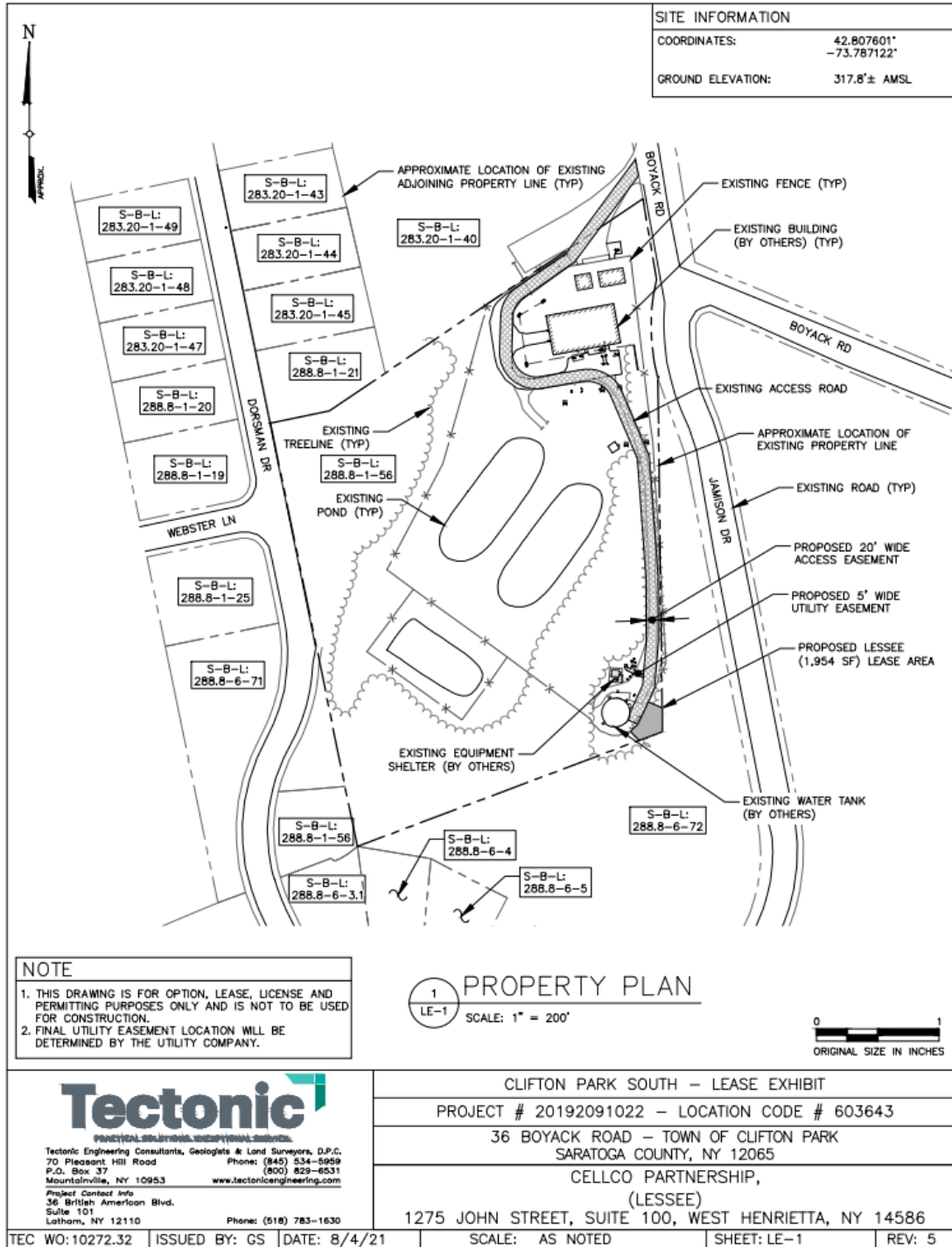
BEGINNING at a point in the easterly line of Dorsman Drive, said point being the point of intersection of the division line between the herein described property on the south and the lands now or formerly of Rosettie on the north; and runs thence along said lands now or formerly of Rosettie North 80° 11' 55" East, a distance of 98.40 feet to a point; thence continuing in part along said lands now or formerly of Rosettie North 57° 42' 15" East, a distance of 618.32 feet to a point in the westerly line of Boyack Road; thence along said westerly line of Boyack Road, and along the westerly line of a proposed Road the following four courses and distances:

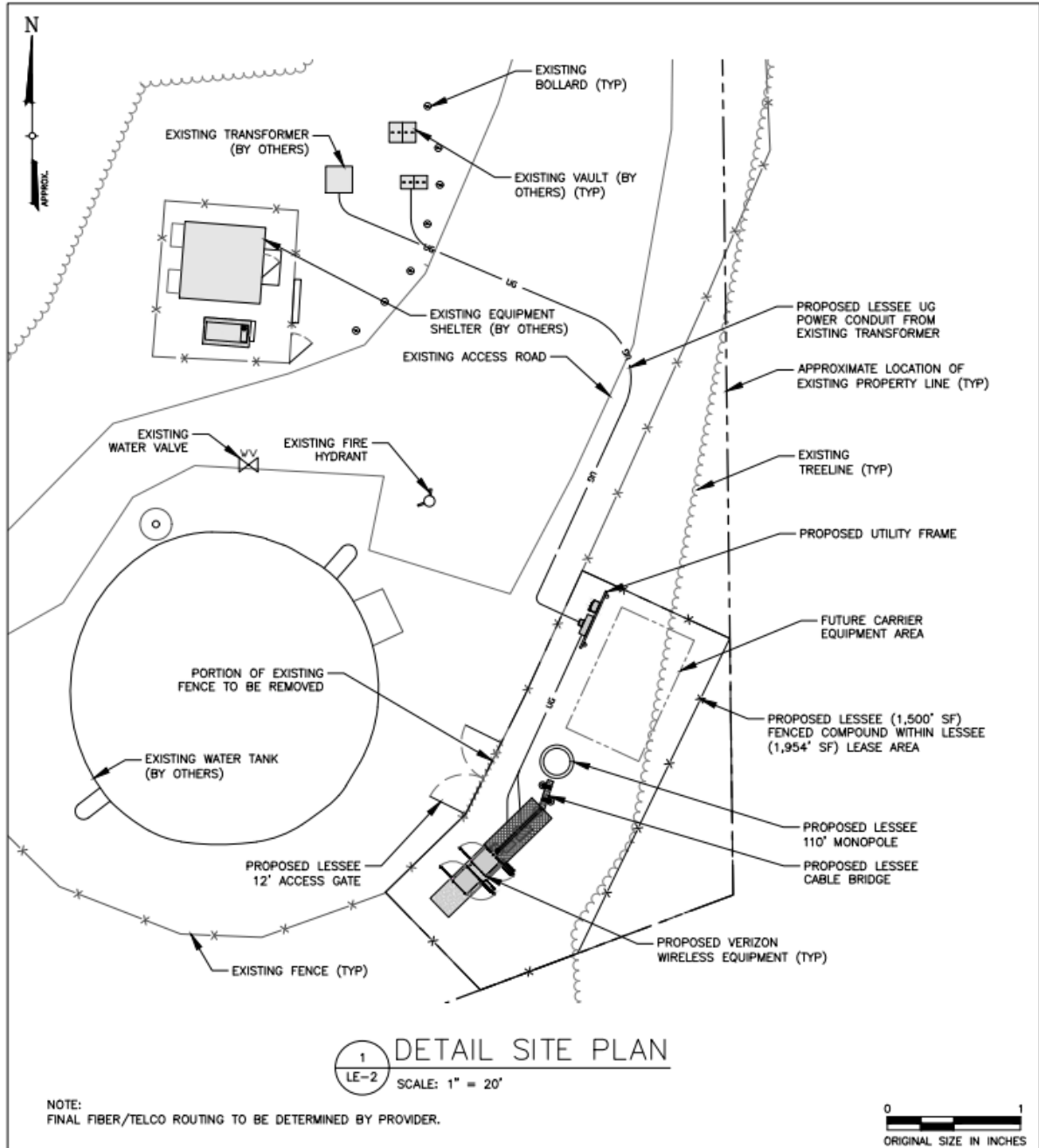
- 1.) South 08° 04' 06" East, a distance of 62.61 feet to a point; thence
- 2.) South 08° 51' 21" East, a distance of 57.86 feet to a point; thence
- 3.) South 01° 09' 47" East, a distance of 13.39 feet to a point; thence southerly along a non-tangent curve to the left having a radius of 330.00 feet, an arc distance of 162.12 feet (the chord being South 04° 12' 05" West, a distance of 160.50 feet); thence South 01° 03' 50" West, a distance of 577.82 feet to a point; thence South 71° 09' 40" West, a distance of 532.60 feet to a point; thence North 09° 48' 05" West, a distance of 705.92 feet to the point and place of beginning.

Containing 10.317 acres of land more or less.

EXHIBIT "B"

SITE PLAN OF THE PREMISES





Tectonic
PROFESSIONAL CONSULTANTS, ENGINEERS, ARCHITECTS, INC.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
70 Pleasant Hill Road Phone: (845) 534-5959
P.O. Box 37 (800) 829-6531
Mountainville, NY 10953 www.tectonicengineering.com
Project Contact Info
36 British American Blvd.
Suite 101
Latham, NY 12110 Phone: (518) 783-1630

CLIFTON PARK SOUTH - LEASE EXHIBIT

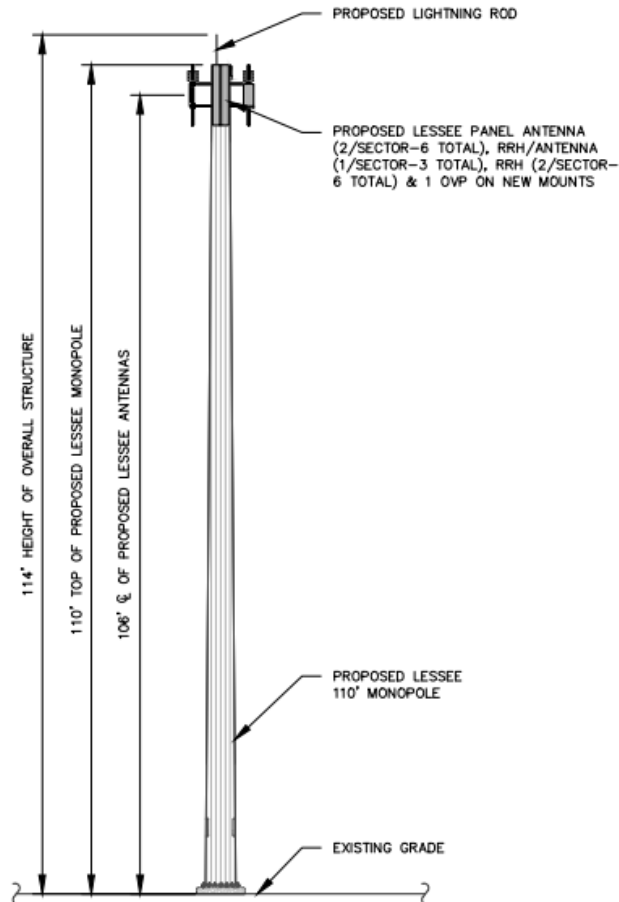
PROJECT # 20192091022 - LOCATION CODE # 603643

36 BOYACK ROAD - TOWN OF CLIFTON PARK
SARATOGA COUNTY, NY 12065

CELLCO PARTNERSHIP,
(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:10272.32	ISSUED BY: GS	DATE: 1/14/22	SCALE: AS NOTED	SHEET: LE-2	REV: 6
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1 ELEVATION
LE-3 SCALE: 1" = 20'

0 1
ORIGINAL SIZE IN INCHES

Tectonic
FUNCTIONAL SOLUTIONS. UNUSUAL RESULTS.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
70 Pleasant Hill Road Phone: (845) 334-5959
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TEC WO:10272.32	ISSUED BY: GS	DATE: 1/14/22	SCALE: AS NOTED	SHEET: LE-3	REV: 6
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Clifton Park Water Authority

Resolution # ___, 2022

Approve Professional Services Agreement with Delaware Engineering

WHEREAS, after interviewing several engineering firms, the Clifton Park Water Authority has decided to enter into an agreement with Delaware Engineering for professional engineering services, now therefore be it

RESOLVED, that the CPWA Board of Directors hereby agrees to enter into a Professional Services Agreement with Delaware Engineering, as attached, and authorizes the CPWA Administrator to execute the agreement.

Motion By: _____

Seconded By: _____

Roll Call Vote:

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

PROFESSIONAL SERVICES AGREEMENT

On-Call Professional Engineering Services

This Agreement is by and between

Clifton Park Water Authority ("CLIENT")
661 Clifton Park Center Road
Clifton Park, NY 12065

and,

Delaware Engineering, D.P.C. ("ENGINEER")
28 Madison Avenue Extension
Albany, New York 12203

Who agree as follows:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided in Part III. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-III and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

APPROVED FOR ENGINEER

By: _____

By: _____

Printed Name: _____

Printed Name: Mary Beth Bianconi

Title: _____

Title: Partner

Date: _____

Date: January 11, 2022

PART I ENGINEER'S RESPONSIBILITIES

CLIENT seeks to establish a relationship with ENGINEER to assist CLIENT from time to time with professional services in support of CLIENT's public water system including but not limited to sources of supply, treatment, storage and distribution.

ENGINEER proposes to provide seamless technical support to CLIENT for a broad range of professional service activities. ENGINEER's staff of nearly 70 professional engineers, planners, scientists, operators and technicians with expertise in all aspects of public water supply including but not limited to operation, maintenance, grant funding, permitting, capital planning and capital improvements including construction oversight will be made available to CLIENT in the conduct of services authorized by this agreement.

ENGINEER is prepared to meet CLIENTS needs in a customized manner, including acting as an extension of the CLIENT's in-house staff, handling routine tasks such as reporting associated with regulatory programs and grants, and to respond to requests from CLIENT regarding project specific assignments.

ENGINEER offers CLIENT ultimate flexibility and agrees to follow the lead of the CLIENT with respect to assignments, participation in projects and meetings, etc. ENGINEER's role in any activity, task or project is based on specific engagement by the CLIENT.

ENGINEER offers a broad range of allied professional and technical services including but not limited to:

Professional Infrastructure Planning – preparation of asset inventories and management plans; budgeting and rate structure analysis; environmental permitting and regulatory coordination; conduct of the National Environmental Policy Act (NEPA) and the State Environmental Quality Review Act (SEQRA) including short and long environmental assessments, environmental impact statements, negative and positive declarations, public hearings, filing requirements and findings statements; public engagement and relations.

Professional Environmental Science – preparation and conduct of sampling plans and laboratory coordination; interpretation of lab results; and regulatory coordination as needed; stormwater design, permitting and review for construction stormwater discharges as well as post-construction structural measures; overall drainage planning including technical analysis, project design/permitting/construction inspection, and governance; grants and regulatory compliance.

Professional Engineering – all aspects of project planning, grants, design, permitting, bidding, construction inspection and contract administration, and start up for public water systems including supply, treatment, storage and distribution; wastewater conveyance, treatment, and discharge; and, structures and buildings associated with infrastructure systems.

Additional Services – ENGINEER has substantial capacity to meet CLIENT's needs not listed herein upon notification, including emergency technical support and licensed operator coverage.

PART II COMPENSATION

As an On-Call ENGINEER, it is envisioned that compensation may vary depending on assignments authorized by CLIENT, and substantial flexibility is offered by ENGINEER to CLIENT, including but not limited to:

- General Engineering Services - to facilitate questions and answers, attend routine meetings, conduct of research, or to initiate actions:
 - Invoiced on a time and materials (T&M) basis in accordance with the Rate Schedule in effect (rate schedules are adjusted once annually)
- OR
- Monthly retainer (Retainer) which may be adjusted once annually to accommodate escalation
- Project Specific Assignments - projects with a defined scope of work that generally result in development of a formal engineering report, project plans, and potentially construction or other substantive action:
 - Time and materials basis,
 - Lump sum,
 - Progress payments, or
 - Another arrangement determined at the time of assignment

Compensation shall be determined on a case-by-case basis in writing which may be via electronic communications.

DELAWARE ENGINEERING, D.P.C.
2022
HOURLY RATE SCHEDULE

Personnel	Rate
Admin, Billing Clerk, Project Coordinator	\$75 - \$90
Communications	\$150
Designer, Technician, Construction Inspector I	\$85 - \$95
Designer, Technician, Construction Inspector II	\$120 - \$135
Designer, Technician, Construction Inspector III	\$140 - \$150
Designer, Technician, Construction Inspector IV	\$160 - \$195
Engineer/Scientist/Planner I	\$95 - \$130
Engineer/Scientist/Planner II	\$130 - \$155
Engineer/Scientist/Planner III	\$155 - \$175
Engineer/Scientist/Planner IV	\$180 - \$220
Principal Engineer/Scientist/Planner	\$215 - \$235

Reimbursable Expenses:

1. Mileage @ Federal Rate
2. Travel Expenses (Lodging, Meals) @ Federal Per Diem Rate
3. FedEx, UPS, US Postal, Courier @ Cost
4. Subcontract Management @ Cost plus 10%
5. Other allowable costs @ Cost (Plan Reproductions, Photographs, etc.)

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract ids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. ENGINEER shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials

11. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

To the fullest extent permitted by law, CLIENT shall, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of injury or death to persons, damages to tangible property, to the extent caused directly by the willful misconduct or negligence of CLIENT. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed \$_____. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. Parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement is governed by the applicable statute in the State of New York.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

Clifton Park Water Authority

Resolution # ____, 2022

Amending Resolution # 21, 2021

Amend Capital Budget for Brass Goods and Preserve Well 6 Pitless and Redevelopment

WHEREAS, recent work on Well 6 in the Vischer Ferry Preserve has revealed extensive corrosion to the sealing surfaces of the pitless unit requiring replacement of the unit, and

WHEREAS, the same recent work on Preserve Wells 4 and 6 has revealed a need for a more aggressive redevelopment approach to achieve desired production and water quality results, and

WHEREAS, significant cost increases to brass goods used by the CPWA for installation, repair and replacement of water infrastructure will result in higher overall costs for this line item, and

WHEREAS, the Clifton Park Water Authority Board of Directors passed Resolution #21, 2021 adopting the Capital Budget for 2022, now therefore be it

RESOLVED, that the Clifton Park Water Authority hereby amends the 2022 Capital Budget to increase the line item for Brass Goods from \$21,000 to \$34,000 and add line items for well redevelopment of Preserve Wells 4 and 6 and for the purchase of a new pitless unit for Preserve Well 6 in the amounts of \$32,000 and \$36,000 respectively.

Motion By: _____ Seconded By: _____

Roll Call Vote:

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

**Clifton Park Water Authority
2022 Capital Budget**

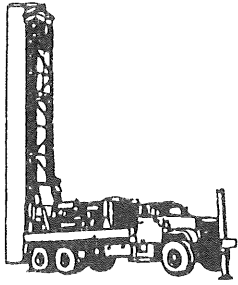
PROPOSED

<u>Item</u>	<u>Estimated Cost</u>
Brass Goods	\$ 34,000
Water Meters (Includes Routine Meter Replacements and Scheduled Replacements)	\$ 140,000
Dump Body for GMC Dump Truck	\$ 20,000
(1) Pickup Truck	\$ 36,000
Replacement Tracks for Excavator	\$ 6,500
Vacuum Excavator	\$ 89,000
Boyack Computer and Controller	\$ 7,500
(2) Turbidimeters for Boyack Water Treatment Plant	\$ 6,600
Chemical Feed Pump Assembly - Boyack	\$ 10,000
Well Redevelopment (Berryfarm, Oakwood, Boyack #5)	\$ 40,000
Well Redevelopment - Preserve Wells	\$ 32,000
Pitless Unit - Preserve Well 6	\$ 36,000
Total	<u>\$ 457,600</u>
 CPWA Fund Balance (as of 2/15/22)	 \$ 2,964,206

**Clifton Park Water Authority
2022 Capital Budget**

APPROVED

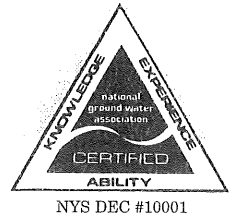
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Dump Body for GMC Dump Truck	\$ 20,000
(1) Pickup Truck	\$ 36,000
Replacement Tracks for Excavator	\$ 6,500
Vacuum Excavator	\$ 89,000
Boyack Computer and Controller	\$ 7,500
(2) Turbidimeters for Boyack Water Treatment Plant	\$ 6,600
Chemical Feed Pump Assembly - Boyack	\$ 10,000
Well Redevelopment (Berryfarm, Oakwood, Boyack #5)	\$ 40,000
 Total	 <u>\$ 376,600</u>
 CPWA Fund Balance (as of 9/14/21)	 \$ 3,223,445



Smith Well Drilling

Water Well Contractors

- WELL DRILLING • TEST DRILLING • WELL & PUMP REPAIRS • PUMP INSTALLATION •
- GROUND WATER INVESTIGATIONS • HYDRO-FRACTURING •
- INDUSTRIAL AND MUNICIPAL WATER SUPPLY CONTRACTORS •



Clifton Park Water Authority
661 Clifton Park Center Road
Clifton Park, NY 12065

ATT: Ron Marshall

RE: Preserve Well #4 & Well #6

Fall Cleaning – Summary

Dear Mr. Marshall,

This correspondence is to provide you with the necessary information, as to the results of the recent cleaning and redevelopment of the aforementioned wells.

The cleaning and redevelopment were commenced on 12/15/21 and completed on 12/17/21.

Well #6 was the first well to be cleaned and redeveloped. Prior to pulling the pump, it was observed to be leaking and spraying water on the top of the 18" MAAS Pitless Unit. Upon removal of the pitless spool; it was noted that the spool has evidence of pitting and corrosion, and a small section of the lower spool was missing and had deteriorated. Measurements of the spool were taken and in consultation with the MAAS factory, they could not determine what exact model is installed. We do know it is a 20" x 18" standard spool, and in further discussion with the factory they provided a preliminary cost estimate of just the spool of \$3,500.

18,291 + FREIGHT

The well was cleaned utilizing high-volume, low-pressure air, with chlorine and NU-WELL 410 chlorine-enhancer. As in prior cleaning, the well produces medium color, due to the manganese, for approximately 30 minutes, then rapidly clears up. The well is surged and jetted to loosen any attached bio-film, iron and manganese. The chlorine solution was left to stand overnight. The same process and procedure was repeated the next morning and the well was returned to service. Upon start up the spool was leaking considerably more than what we had observed the prior day, however, we were able to get it to stop spraying as bad, and when we left it was leaking about the same amount as we had found it. It will be necessary to replace the spool to prevent leakage.

Prior to cleaning the well, the flow rate was 250GPM at a level of 1.8' above the pump. After cleaning, the level was at 6.0' above the pump at a flow rate of 350GPM. This provides for a 40% greater



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flow rate and 3X the available drawdown prior to the chemical treatment and redevelopment. The well flow was set at 400GPM with a 5.3' level over the pump and the well was returned to service.

Well #4 was cleaned second and upon removal of the 24" pitless spool, it was observed that the lower O-Ring was missing. The spool was not leaking prior to removal, and O-Rings were ordered and over-night shipped to facilitate putting said Well back in service. The spool shows evidence of corrosion on the lower sealing edge of both spools; however, the unit is not as corroded as Well #6 and was deemed suitable for re-installation.

The Well was cleaned in a similar manner as Well #6, however, higher concentrations of chemical were used, due to the Well's larger size and capacity.

The pre-treatment water levels indicated a flow rate of 780-800GPM with a level of 3.1' above the pump, at the station. However, our water level probe in the well, while pumping, showed a pumping level of 23.7' at 780GPM. Post-treatment levels, via the transducer, indicated a flow rate of 750GPM at 7' above the pump, while our water level probe showed a pumping level of 21.1' at 800GPM, as measured from the top of the casing. Back at the station, after running for approximately 1 hour, the level was 6.3' at 740GPM. Since our probe and yours showed a discrepancy, we should check the setting of your transducers to determine their actual set point and determine if additional drawdown is achievable the next time the wells are serviced.

At the very least we were able to double the available drawdown which therefore should provide for at least a 40% increase in flow.

Going forward, I am aware of your desire to increase the number of cleanings of the Preserve Wells, going from 2X to 3X annually. At a 4-month rotation this would put you at May, September, December. In review of the water quality reports, our records indicate the wells to be approximately 12gpg of hardness, Iron at 0.6ppm, manganese at 1.5ppm, and a TDS of 202ppm. We know the Preserve Wells have not responded favorably to sulfamic acid treatments, but I would recommend we try the next scheduled treatment to include, at minimum, 2 heavy applications of muriatic acid with an acid inhibitor, to attempt to breakdown and dissolve the manganese, iron, and the associated hardness. To achieve any rate of success, it would be necessary to shut the well down at least 3 days to properly apply the chemicals, allow the necessary contact time for the solutions to work, and the wells will need to be aggressively surged with a cable tool rig to provide the required force to work the solutions back into the formation, as far as possible.

However, prior to commencing this method of redevelopment, we will need to obtain copies of the original well logs, as well as the original flow test data. This should be in the operations manual provided by the engineers (CT Male) who designed the well field. I believe that the well log for Well #6 indicates it is a naturally developed well vs an artificial gravel-packed well, and it is imperative that we know, not only the design of the well, but its operating flow test characteristics, at the time of construction.

Furthermore, access to the Preserve Wells is problematic at best. We are only able to access these wells with 4-wheel drive vehicles, and any rain or precipitation events have caused us to get these vehicles stuck. The brush on the sides of the access roads needs to be cut back further, and the sites

around the wells do not allow us but one point of access to the wells. We need larger pads around both wells to provide for better access with non 4-wheel drive vehicles whereby a larger turning radius is provided.

I am aware that the nature preserve is problematic in requiring the area to be undisturbed, however, you have to be able to provide adequate access to the wells, and need to have access 24/7 in any weather situations. To accomplish the required work will require upgrading the access roads in some form. This is the only way we can commit to set cleaning dates and schedules, and not be forced to wait 2-3 weeks or longer due to inaccessible roads or conditions.

I look forward to your reply and I am happy to discuss any questions you may have. I have enclosed an invoice reflective of our services related to the cleaning of the wells, which I trust you will find in order and acceptable for payment.

Sincerely,

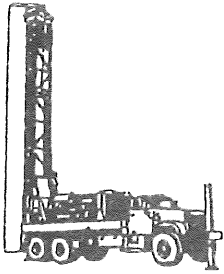
Jeffrey A. Smith

Jeffrey A. Smith

Smith Well Drilling, President

MGWC

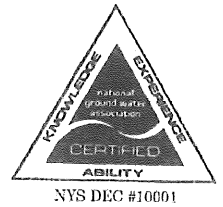
JAS:mk



Smith Well Drilling

Water Well Contractors

- WELL DRILLING • TEST DRILLING • WELL & PUMP REPAIRS • PUMP INSTALLATION •
- GROUND WATER INVESTIGATIONS • HYDRO-FRACTURING •
- INDUSTRIAL AND MUNICIPAL WATER SUPPLY CONTRACTORS •



February 3, 2022

Clifton Park Water Authority
Attn: Don Austin
661 Clifton Park Center Road
Clifton Park, NY 12056

Re: Well #4 / #6 Proposed Cleaning

Dear Mr. Austin:

As per your request, I am providing you pricing pertinent to the cleaning of Preserve Wells 4 and 6 as we discussed via our telephone conversation on January 25th, 2022.

We would propose to utilize a cable-tool machine to exert a higher amount of energy, so as to effectively backwash the wells. We also would propose to use (2) doses of inhibited muriatic acid, with a bio dispersant, due to the PH and level of hardness and levels of iron present.

We would pull the pumps, introduce the acid and surge for 2 days with acid and polymer. At the end of surging, we will neutralize the acid before pumping it off to waste. We will then surge in the chlorine solution with enhancer and proceed to surge the rest of the second day, and allow the solution to sit overnight. We would then surge the first half of the last day before discharging the solution, performing a final flow test, and resetting your pump.

The cost to perform the above services, include the following for each well:

- Pump removal / Reinstallation with crane truck
- Mobilization / Demobilization of cable tool rig and 2,500-gallon portable pond
- Chemical applications: (2) applications muriatic acid, (2) applications Nu-Well 310, (2) applications Nu-Well 410, and (2) applications of Shur Clor
- Pre-treatment Flow Test
- Post treatment Flow Test
- Written summary of results and findings



smithwelldrilling.com

PO BOX 585, NIVERVILLE, NY 12130 • 518-758-6142 • FAX 518-784-2765



- Labor – Up to 3 days, 2 men, per well at NYSDOL prevailing wage rates for Saratoga County.

Total cost per well: \$15,575.00

Total cost for two wells: \$31,150.00

If you are in agreement to the above costs, please notify our office as soon as possible so that we can allocate the time period of March 14th-19th to accommodate your schedule.

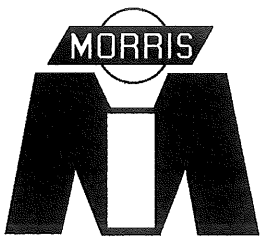
Thank you for allowing our firm the opportunity to submit this to you. We ask that you call with any questions you may have regarding our pricing.

Sincerely,

Jeffery A. Smith

Jeffrey A. Smith, President
MGWC

JAS:kap



Morris Industries, Inc.

New York Division
 44 Route 146
 Mechanicville, NY 12118
 Phone: (800) 635-6591
 morrispipe.com

Quote

ORDER DATE	02/14/22
ORDER NO.	20007772-00
P.O. NO.	Don
PAGE #	1

SHIP TO: CLIFTON PARK WATER AUTH
 661 CLIFTON PARK CTR ROAD
 CLIFTON PARK, NY 12065-1618

Customer #: 20330350
 BILL TO: CLIFTON PARK WATER AUTH
 661 CLIFTON PARK CTR ROAD
 CLIFTON PARK, NY 12065-1618

PLACED BY		REQUIRED DATE		SHIP VIA		TERMS			TAKEN BY	
		02/14/22		Morris Truck		2% 15 Net 30			ljb	
LINE NO.	PRODUCT AND DESCRIPTION	QTY ORD	# OF PCS	QTY B/O	QTY AVAIL	LIST PRICE	UNIT DISCOUNT	UNIT PRICE	EXTENDED PRICE	
1	7PS1820WBWE06M8S Pitless unit	1			1	32633.33	0.00%	32633.330	32633.33	
1	Lines Total	Qty In Stock Total:			1			Total	32633.33	
								Order Total	32633.33	

Last Page

Quote

RECEIVED

Dated February 9, 2022
Clifton Park Water Authority
661 Clifton Park Center Road
Clifton Park NY 12065

FEB 14 2022

CLIFTON PARK
WATER AUTHORITY

Board of Directors,

Enclosed please find a letter to the CPWA Board of Directors we wish to connect the property located at 6 Round Lake Road, Ballston Lake NY 12019 to the CPWA system and that we would like a variance to the CPWA policy requiring that there be water main directly in front of the property. We are willing to pay applicable fee to CPWA for tapping, service connection of 1-1/2" service and pay the meter cost. We will pay tapping fee + time and material for running service to front of property

Thank You

Javed Butt



6 Round Lake Road

Ballston Lake NY 12019

845-699-8820