

CLIFTON PARK WATER AUTHORITY BOARD MEETING

Tuesday, January 14, 2025
7:00 PM

AGENDA

- Approve Minutes of November 20, 2024 Meeting

Privilege of the Floor

Note: Each speaker shall state their name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes for items on the agenda.

Old Business

- Peacock Glen Property

New Business

- Budget Transfers/ Capital Plan (November)*
- Northwood Water Service/ Stein project*
- Chelsea Place*
- Set dates for CPWA Board 2025*
- Organizational Resolutions*
- Verizon Agreement Amendment*

Other Business

- Round Lake Road Meter Station

Executive Session

Privilege of the Floor

Note: Each speaker shall state their name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes for any items related to the Clifton Park Water Authority.

*Need Board Approval



Clifton Park Water Authority

Resolution #____, 2024

Amend the CPWA 2024 Operating and Capital Budget

WHEREAS, the Clifton Park Water Authority wishes to amend the 2024 Operating and Capital Budgets,

WHEREAS, the current budget is proposed and passed in the fall of the previous year based on best knowledge of upcoming expenses,

WHEREAS, the budget often requires adjustment based on changes in costs and needs for the Authority,

WHEREAS, items on the Capital Budget are completed they shall be closed out to confirm costs and validate any overages in the budget, **now, therefore be it**

RESOLVED, that the Clifton Park Water Authority Board of Directors hereby amends the 2024 Operating and Capital Budget as stated in Exhibit A.

Motion to Accept: _____ Seconded: _____

Roll Call Vote

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

Clifton Park Water Authority

Budget Transfer

Acct No	Description	Budget Amount	Increase/Decrease	Revised Budget	Explanation
Operation and Maintenance					
5330-1	Education	\$ 11,845.00	\$ 800.00	\$ 12,645.00	Operator Training
5500-1	Treatment Chemicals	\$ 250,000.00	\$ (4,000.00)	\$ 246,000.00	
5700-1	Repairs and Maintenance	\$ 269,582.00	\$ (18,150.00)	\$ 251,432.00	
5805-1	Vehicle, Maintenance	\$ 22,000.00	\$ 4,500.00	\$ 26,500.00	Inspection and Repairs
5910-1	Rent, Equipment	\$ 1,500.00	\$ 1,000.00	\$ 2,500.00	Pump for Boyack sludge
5950-1	Real Estate Taxes	\$ 63,000.00	\$ 2,300.00	\$ 65,300.00	Adjustment for Tax payments
			\$ (13,550.00)		
General and Administrative					
7400-1	Office Supplies	\$ 27,900.00	\$ 1,000.00	\$ 28,900.00	General Supplies
7410-1	Postage	\$ 35,000.00	\$ 4,000.00	\$ 39,000.00	Increase postage for bill, lead mailings, etc
7420-1	Audit and Accounting Fees	\$ 36,000.00	\$ 2,000.00	\$ 38,000.00	Report submission
7430-1	Engineering Fees	\$ 20,000.00	\$ 6,000.00	\$ 26,000.00	Special Projects including Lead and Malta
7815-1	Travel	\$ 500.00	\$ 250.00	\$ 750.00	
7824.1	Bank Service Charge	\$ 2,500.00	\$ 300.00	\$ 2,800.00	Investments leave account balances low
				\$ -	
				\$ -	
			\$ 13,550.00		
Overall Budget Change			0.00		

Capital Budget		Budget amount	Amount Spent	Remaining budget	Project update
Closed Y/N					
Y	Brass goods	\$ 40,000.00	\$ 33,061.35	\$ 6,938.65	Purchased
Y	Water Meters	\$ 160,000.00	\$ 103,042.04	\$ 56,957.96	ongoing for 2024
Y	Color Monitor	\$ 10,000.00	\$ 4,823.22	\$ 5,176.78	Purchased
Y	Chlorine Analyzer	\$ 6,600.00	\$ 6,572.72	\$ 27.28	Purchased
Y	Boyack Filters (2023)	\$ 230,000.00	\$ 270,976.59	\$ (40,976.59)	Project Complete, with more rehab than anticipated
Y	Hydrants	\$ 20,000.00	\$ 18,563.00	\$ 1,437.00	Purchased
Y	Gate and Check Valves	\$ 8,000.00	\$ 5,656.20	\$ 2,343.80	Project Complete
Y	Excavator Trailer	\$ 30,000.00	\$ 29,970.00	\$ 30.00	Purchased
Y	Pickup	\$ 40,000.00	\$ 41,577.40	\$ (1,577.40)	Gas Vehicle, Increase Cap Bud by \$1,577.40 and close
P	Meter Van	\$ 45,000.00	\$ 48,579.93	\$ (3,579.93)	Gas Vehicle, Increase Cap Bud by \$3,579.93 and close
Y	Well Replacement (2023)	\$ 32,000.00	\$ 37,500.00	\$ (5,500.00)	Scheduling pushed to 2024
Y	SCWA Interconnect	\$ 1,137,173.00	\$ 1,141,945.66	\$ (4,772.66)	Once reimbursed from EFC and CT Male we will close
Y	5500 Dump	\$ 90,000.00	\$ 81,128.84	\$ 8,871.16	Purchased and Close
Y	Round Lake Rd	\$ 45,000.00	\$ 44,548.73	\$ 45,000.00	Construction complete, waiting for meter delivery
				\$ 70,376.05	

Date 11/18/2024

Clifton Park Water Authority
Budget Transfer

Clifton Park Water Authority

Resolution # _____, 2025

Authorizing a Water Supply Agreement with Northwood Water Services

WHEREAS, Northwood Water Services has a water supply contaminated with PFOA/PFOS and

WHEREAS, Northwood Water Services wants to purchase water through CPWA through an extension on Eastline and rt 67 and

WHEREAS, the Clifton Park Water Authority wants to sell water to Northwood Water Services and

WHEREAS, the Clifton Park Water Authority has agreed to provide water to Northwood Water Services through a Bulk Purchase Agreement, and

WHEREAS, the CPWA and Northwood Water Services wish to enter into an agreement which formally establishes the terms of the sale of water, now therefore be it

RESOLVED, that the Clifton Park Water Authority Board of Directors hereby agrees to enter into a Water Supply Agreement with Northwood Water Services, and the Chairman of the Board is hereby authorized to execute the agreement and any other documents or instruments necessary to implement this agreement.

Motion to Accept _____ Seconded _____

Roll Call Vote:

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

BULK WATER PURCHASE AGREEMENT

This Bulk Water Purchase Agreement (the Agreement) is made and entered into this day of by and between Northwood Water Company, Inc. (hereinafter the "Northwood"), with principal offices at 464 Maple Avenue, Suite 16, Saratoga Spring, NY 12866 and the Clifton Park Water Authority (hereinafter the "Authority"), a public benefit corporation organized and existing under the laws of the State of New York, with an office at 661 Clifton Park Center Road, Clifton Park, New York 12065.

WITNESSETH:

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

Whereas, Northwood agrees that all water purchased in bulk from the Authority will be provided to customers within Northwood Water Company boundary limits or where feasibly extended from the Northwood water district; and

Whereas, Northwood is a contiguous Water System with whom the Authority wishes to cooperate concerning providing water for bulk purchase to the extent possible consistent with the Authority's desire to avoid adversely affecting, and to provide redundancy and increased water supply to its existing customers through extensions of its own water lines; and

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

Whereas, the Authority desires to sell water in bulk to Northwood on the terms and conditions herein.

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

Section 1. SUPPLYING OF BULK WATER

- a) The Authority shall furnish bulk water to Northwood based on a bulk water meter installed by Northwood in a meter vault approved by the Authority and located adjacent to the Authority's Water System. The furnishing of such water is conditioned upon Northwood maintaining compliance with all applicable State and Federal Laws.
- b) The Authority shall furnish bulk water to Northwood in such quantities as required by customers within the Northwood boundary limits including a development located at 750 Route 67, Malta NY (Stein Project). The Parties agree that Northwood is able to expand its water system so long as such expansion doesn't interfere with the Authority's need or ability to extend a sixteen inch water line from Eastline Road to State Farm Blvd, or to expand south of State Route 67, or be able to provide water in the quantities stated within this agreement. Any expansion of Northwood's water system must be approved by the CPWA Board of Directors which consent shall not be unreasonably withheld.
- c) The maximum amount of bulk water to be supplied to Northwood by the Authority pursuant to this agreement shall be 250,000 gallons per day (250,000 gpd). Bulk Water to be supplied to Northwood by the Authority in excess of 250,000 gpd but less than 300,000 gpd will be subject to an increased premium rate as stated in section 2. Bulk Water to be supplied to Northwood by the Authority in excess of 300,000 gpd will be subject to negotiated rates agreed to between the parties.

- d) Northwood agrees to pay the Authority for a minimum of 75,000 gallons per day during the term of this Agreement; provided, however, that in the event that the Authority, due to impairment of its supply, or any other reason, is unable to supply at least 75,000 gallons per day to Northwood for any period, Northwood will pay the Authority only for water actually supplied during that period.

Section 2. INITIAL RATE AND RATE ADJUSTMENTS

a) The agreed upon initial rate to be charged to Northwood up to 250,000 gpd will be at a rate of three dollars and six cents (\$3.06) per one thousand (1,000) gallons of water metered. Bulk Water supplied in excess of 250,000 gpd up to 300,000 gpd will be increased to a premium rate of the initial rate plus forty percent, or an initial rate of four dollars and twenty eight (\$4.28). The residential customer rate in Northwood shall not be less than the residential rate charged to the Authority's residential customers.

b) Annually the water rate charged to Northwood by the Authority shall increase by two percent (2%) for the life of this contract.

Section 3. BILLING

Meter readings will be furnished by Northwood to the Authority on a monthly basis by the 10th of each month and billing will be on a calendar quarterly basis. Payments by Northwood are to be received by the Authority within fifteen (15) days of the billing date. The Authority shall have access to the bulk water meter and reserves the right to read the meter upon request to Northwood or to the Saratoga County Water Authority.

Section 4. DELINQUENT BILLS

If water bills remain unpaid thirty (30) days after the due date, the Authority shall add thereto a penalty of the prime rate plus one (1) percent. The prime rate shall further be described as the prime rate in effect at the date of the billings and as it is established or changed from time to time by the Wall Street Journal Prime Rate in effect at the date of the billings and as it is established or changed from time to time by the Water Street Journal. In no event, however, shall the penalty charged be less than 5.0%. If the bills continue to remain unpaid (60) days after they were due, the Authority shall add interest charged on the original bill from its due date at the rate of one and one half (1 1/2) percent per month. If the final date for payment before the imposition of a penalty or the charging of interest should fall on a Saturday, Sunday or holiday, any such payment may be made to the Authority on the next business day following such Saturday, Sunday or legal holiday or may be made by mail provided the postmark on the envelope indicates that the letter was so mailed on such next business day, and the Authority shall receive such payment without imposing the prime plus three (3) percent penalty or the interest charges.

Section 5. EXPANSION

Expansion of Northwood's water system within or without the boundaries of Northwood will be permitted with the prior consent of the Board of Directors of the Authority and all other necessary regulatory agencies. Northwood agrees not to sell water outside its present service area/water system without the prior consent of the Board of Directors of the Authority and all other necessary regulatory agencies. 750 Route 67 in Malta is considered to be included in Northwood's water service district. Approval of expansion by the CPWA Board of Directors shall not be unreasonably withheld.

Section 6. UNIVERSAL METERING

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

Section 7. NORTHWOOD SUBJECT TO RULES AND REGULATIONS OF THE AUTHORITY

- a) Northwood and all customers of the Northwood water system shall be subject to the Rules and Regulations of the Authority, as amended from time to time. Water use restrictions and conservation measures imposed by the Authority shall be adopted and enforced by Northwood. In times of water shortages or emergency situations, such as, for example but not by way of limitation, drought or disaster, Northwood shall provide enforcement action for all emergency regulations enacted by the Authority. The Authority will not impose restrictions upon Northwood that it would not impose on other Authority customers.
- b) The Authority will provide Northwood with access to or copies of all amendments to the Rules and Regulations adopted and all emergency measures adopted.

Section 8. ANALYTICAL TEST RESULTS

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

Section 9. WATER QUALITY

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

Section 10. NOTICES

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

If to the Authority:

Clifton Park Water Authority
661 Clifton Park Center Road
Clifton Park, New York 12065
Attention: Administrator

If to Northwood:

Northwood Water Company, Inc.
464 Maple Ave
Suite 16
Saratoga Springs, New York 12866
Attention: _____

Section 11. MISCELLANEOUS

- a) The headings preceding the text of the several sections of this Agreement shall be solely for

the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

- b) This Agreement shall be construed in accordance with the applicable laws of the State of New York.
- c) If any one or more of the provisions provided herein on the part of Northwood or the Authority to be performed shall, for any reason, be held or shall, in fact, be or become inoperative, unenforceable or contrary to law, in any particular case, such circumstances shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the provisions herein should be contrary to law, then such provision or provisions shall be deemed separable from the remaining portions hereof and shall in no way affect the validity of any other provisions of this Agreement.
- d) This Agreement may not be amended, changed or modified except by a written instrument duly executed and delivered by the parties hereto.

Section 12. LIMITED OBLIGATIONS

- a) The obligations, undertakings and duties (collectively the Duties) of the Authority contained herein shall not constitute or give rise to an obligation of the State of New York or the Town of Clifton Park, New York and neither the State of New York nor the Town of Clifton Park, New York shall be liable in any way whatsoever concerning the contents of this Agreement.
- b) All of the Duties of the Authority contained herein shall be duties of the Authority and not those of any member, officer, servant or employee of the Authority in his/her individual capacity and no recourse under or upon any such Duties or any claim based thereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Authority and any such claims are hereby waived by Northwood as additional consideration for and as a condition precedent to the execution of this Agreement by the Authority.
- c) Except as otherwise provided by Law, the Duties of Northwood contained herein shall not constitute or give rise to an obligation of the State of New York nor shall the State of New York be liable in any way whatsoever concerning the contents of this Agreement.

Section 13. ARBITRATION

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

Section 14. CONSTRUCTION OF FACILITIES

- a) Any and all construction to facilitate interconnection of the Northwood water system to the Authority system shall be the responsibility of Northwood. This shall include, at a minimum, pipeline, a meter vault and approved metering device. All plans and specifications for construction shall be approved by the Authority prior to construction and Northwood shall provide the Authority with "as built" drawings upon completion of the construction.

- b) If the Authority so chooses, it may increase the diameter of the pipe to be installed at a cost of the difference between the initial pipe installation and the increase of the Authority's desired pipe diameter. The Authority also has the right to require Northwood as part of the installation to install any future infrastructure in a manner that allows for the future extension of the Authority's water system, including the provision of easements in favor of the Authority as part of any water main installations owned by Northwood or associated parties.
- c) Should Northwood desire any additional treatment or rechlorination of the bulk water supplied to it, the Authority shall be informed in writing and allowed to review and comment on any and all plans for said treatment and such additional treatment or rechlorination shall be at Northwood's sole cost and expense.

Section 15. TERM AND TERMINATION

The term of this agreement shall be twenty (20) years, from initial service. Either party may terminate this Agreement for cause, defined as a breach of any of its material terms which remains uncured 90 days after written notice thereof.

Section 16. INSURANCE AND INDEMNIFICATION

- a) Upon signing this Agreement, each party shall supply the other with a certificate of insurance, naming the other as additional insured, on its general liability insurance policy in an amount of no less than \$1,000,000.00, and also provide the other an updated certificate of insurance upon each policy anniversary thereafter and require their insurance companies to notify the other 30 days in advance of any cancellation or non-renewal of such policy.
- b) Each party agrees to defend, indemnify and hold the other harmless from any claims made by third parties which arise out of the indemnifying party's own actions or omissions.
- c) Northwood agrees to defend, indemnify and hold the Authority harmless from any claims made against the Authority resulting from contaminated water delivered through Northwood's pipes caused by residual PFAS in Northwood's system.
- d) Northwood agrees to defend, indemnify and hold the Authority harmless from any claims made against the Authority resulting from contamination of the Authority's water system as a result of a backflow of residual PFAS from Northwood's water system.

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

Northwood Water Services, Inc.

BY: _____
Thomas J. Samascot
President/Owner

Clifton Park Water Authority

BY: _____
Helmut Gerstenberger
Chairman

STATE OF NEW YORK) COUNTY OF
SARATOGA) ss:

On the ____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York
My commission expires _____

STATE OF NEW YORK)
COUNTY OF SARATOGA) ss:

On the ____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York
My commission expires _____

Clifton Park Water Authority

Resolution # _____, 2025

Authorizing a Water Supply Agreement with the Town of Halfmoon

WHEREAS, the Clifton Park Water Authority currently supplies water to customers on Chelsea Place near the Town of Halfmoon, and

WHEREAS, the Clifton Park Water Authority has agreed to provide water to a proposed subdivision within the Town of Halfmoon on Chelsea Place, and

WHEREAS, the CPWA and the Town of Halfmoon wish to enter into an agreement which formally establishes that these customers will be served by the CPWA, now therefore be it

RESOLVED, that the Clifton Park Water Authority Board of Directors hereby agrees to enter into a Water Supply Agreement with the Town of Halfmoon, and the Authority Administrator and/or the Chairman is hereby authorized to execute the agreement and any other documents or instruments necessary to implement this agreement.

Motion to Accept _____ Seconded _____

Roll Call Vote:

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

WATER SUPPLY AGREEMENT

This Water Supply Agreement (the "Agreement") is made and entered into this _____ day of _____, 2025 by and between HALFMOON WATER SUPPLY DISTRICT No. 1 (the "District"), an improvement district in the Town of Halfmoon, New York ("Town") with an office at 2 Halfmoon Plaza, Halfmoon, New York 12065, and the CLIFTON PARK WATER AUTHORITY (the "Authority"), a public benefit corporation organized and existing under the laws of the State of New York, with an office at 661 Clifton Park Center Road, Clifton Park, New York 12065.

WITNESSETH:

WHEREAS, the Town through the District desires to contract with the Authority for water and related ancillary services to Chelsea Place, located in the Town, on the terms and conditions contained herein; and

WHEREAS, the Authority desires to provide water and such services to the District for Chelsea Place, on the terms and conditions contained herein; and

WHEREAS, the area of the District to be supplied and serviced by the Authority is set forth in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, no portion of the District is, as of the date hereof, served by a water system owned or operated by a municipality or a special improvement district; and

WHEREAS, the District, the Town and the Authority desire that the Chelsea Place customers within the District be charged the same rates for water usage as similarly situated customers of the Authority pay;

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

Section 1. SUPPLYING OF WATER.

The Authority shall furnish water to the District in such quantities as required by the current and future customers on Chelsea Place within the District, and subject to the provisions of Section 5 below, at rates currently charged to customers of the Authority within the Town of Clifton Park.

Section 2. ADDITIONAL DUTIES OF THE AUTHORITY.

In addition to supplying water as required by Section 1 hereof, as between the District, the Town and the Authority, the Authority shall be responsible for the maintenance and repair of the Chelsea Place water system (including, without limitation, transmission pipes and mains), all billings of the customers, customer service (including responses to complaints) and insurance. The Authority shall name the District and the Town as additional insureds on the liability policies carried by the Authority. Such policies shall have limits of not less than \$2,000,000 per accident or occurrence on account of personal injury (including death) and shall be from insurance companies authorized to write said insurance in the State of New York. Copies of such policies shall be forwarded by the Authority to the District annually not later than July 1.

Section 3. RATE ADJUSTMENTS.

(A) As used in this Agreement the following terms have the meanings set forth below, unless the context clearly requires a different meaning:

(1) "Fiscal Year" means a period beginning on January 1 in any year and ending on the following December 31.

(2) "Typical Residential Customer" means a residential customer located on Chelsea Place in the District using 80,000 gallons of water per Fiscal Year.

(B) If the Authority raises or lowers from time to time, its rates (or raises or lowers its basic service charges) to its customers in the Town of Clifton Park, New York, from those in effect on the date hereof, then the rates set forth in Section 1 hereof (or the basic service charges, as the case may be) shall be increased or decreased, as the case may be, by the same amount. The adjustment shall take effect on the same date for customers within the District as for customers of the Authority in the Town of Clifton Park. For purposes of this Agreement, the parties agree that the rate charged the customers in the Town of Clifton Park as of the date hereof shall be deemed to be \$4.35 per 1,000 gallons of water and that the basic service charges and rates in effect are the same as referred to in Section 1.

Section 4. NO EXPANSION WITHOUT CONSENTS.

The geographic area of the District may not be expanded from the area set forth in Exhibit "A" attached hereto without the prior written consents of the Town Board of the Town of Halfmoon, the Authority and the Town Board of the Town of Clifton Park and without all other necessary governmental approvals and permits.

Section 5. FUTURE CUSTOMERS WITHIN THE DISTRICT.

Subject to all applicable rules and regulations of the Department of Environment Conservation and any other state and municipal agencies having jurisdiction, the Authority shall permit properties within the District which are not presently served to hookup to the Chelsea Place water system on the same terms and conditions (including without limitation, the payment of all applicable fees) as properties outside the District but, as of the date hereof, within the service area of the Authority as approved by DEC.

Section 6. DELINQUENT BILLS.

(A) To the extent allowed by law, the Town shall include on the tax bill of customers of the Authority within the District who are more than ninety (90) days delinquent in paying their bill the amount of any and all delinquent water bills (including, without limitation, interest, late fees and any other charges due to the Authority); provided the Authority has given written notice of the names, tax map numbers and the amount of the delinquent bills to the Town no later than October 1 of each year.

(B) The Town shall remit to the Authority the sums set forth in the notice from the Authority within forty-five (45) days of the date the Town receives such sums.

(C) Nothing contained in this Section shall be construed as limiting any other rights or remedies the Authority may have in connection with the collection of delinquent water bills. The remedy in this Section is intended to be cumulative and in addition to any other remedy or remedies the Authority possesses.

Section 7. DISTRICT SUBJECT TO RULES AND REGULATIONS OF THE AUTHORITY

(A) The serviced portion of the District and/or Town and the properties and customers therein shall at all times be subject to the rules and regulations of the Authority, as the same may be issued and amended from time to time (including, without limitation, the Authority's right to inspect its property and the payment by customers of disconnection and reconnect ion charges). The parties agree that such rules and regulations shall be applied (except as otherwise expressly set forth herein) fairly and equitably to customers of the Authority inside and outside of the District. Nothing contained in this Agreement shall preclude the Authority from issuing rules and regulations which differentiate between or among classes of customers, as long as such classifications are not based upon the fact that a customer is located inside or outside of the District. For example, and not by way of limitation, nothing herein shall preclude the Authority from imposing certain restrictions which are applicable only to business customers (or only to certain types of businesses), as opposed to residential customers, provided such restrictions apply equally to the businesses (or types of businesses) served by the Authority within and outside of the District.

(B) The District shall, to the extent deemed necessary or desirable by the Authority, take the appropriate steps to ensure that the rules and regulations of the Authority, as issued and amended from time to time, are applicable to the serviced portion of the District and the properties and customers therein.

(C) The Authority shall send copies of all amendments to the rules and regulations adopted after the date hereof to the District not less than the (10) days before any such amendment becomes effective.

Section 8. NOTICES

(A) All notices and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery. The addresses which notices and other communications shall be delivered are as follows:

If to the Authority:

Town of Clifton Park Water Authority
661 Clifton Park Center Road
Clifton Park, New York 12065 Attn:
Administrative Director

If to the District:

Halfmoon Water Supply District No.1 c/o
Halfmoon Town Hall
2 Halfmoon Plaza
Halfmoon, New York 12065
Attn: Supervisor

If to the Town:

Halfmoon Town Hall
111 Route 236
Halfmoon, New York 12065
Attn: Supervisor

(B) The Authority, the District and the Town may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 9. MISCELLANEOUS .

(A) The headings preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

(B) This Agreement shall be construed in accordance with the applicable laws of the State of New York.

(C) If any one or more of the agreements provided herein on the part of the District, the Town of Halfmoon, or the Authority to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law, in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of provisions herein should be contrary to law, then such provision or provisions shall be deemed separable from the remaining portions hereof and shall in no way effect the validity of any of the other provisions hereof.

(D) This Agreement may not be amended, changed or modified except by a written instrument duly executed and delivered by the parties hereto.

Section 10. LIMITED OBLIGATIONS.

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

(B) All Duties of the Authority contained herein shall be deemed to be Duties of the Authority and not of any member, officer, servant or employee of the Authority in his/her individual capacity and no recourse under or upon any such Duty or for any claim based thereon on hereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Authority and any or all such claims are hereby waived by the District and the Town as additional consideration for and as a condition precedent to the execution hereof by the Authority.

(C) Except as otherwise provided by law, the Duties of the District contained herein shall not constitute or give rise to an obligation of the State of New York or the Town of Halfmoon, New York and neither the State of New York nor the Town of Halfmoon shall be liable in any way whatsoever thereon.

(D) All Duties of the Town of Halfmoon contained herein shall be deemed to be Duties of the Town and not of any member, officer, servant or employee of the Town of Halfmoon in his/her individual capacity and no recourse under or upon any such Duty or for any claim based thereon on hereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Town of Halfmoon and any or all such claims are hereby waived by the District and the Authority as additional consideration for and as a condition precedent to the execution hereof by the Town of Halfmoon.

Section I 1. ARBITRATION.

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

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

CLIFTON PARK WATER AUTHORITY

BY: _____
Helmut Gerstenberger, Chairman

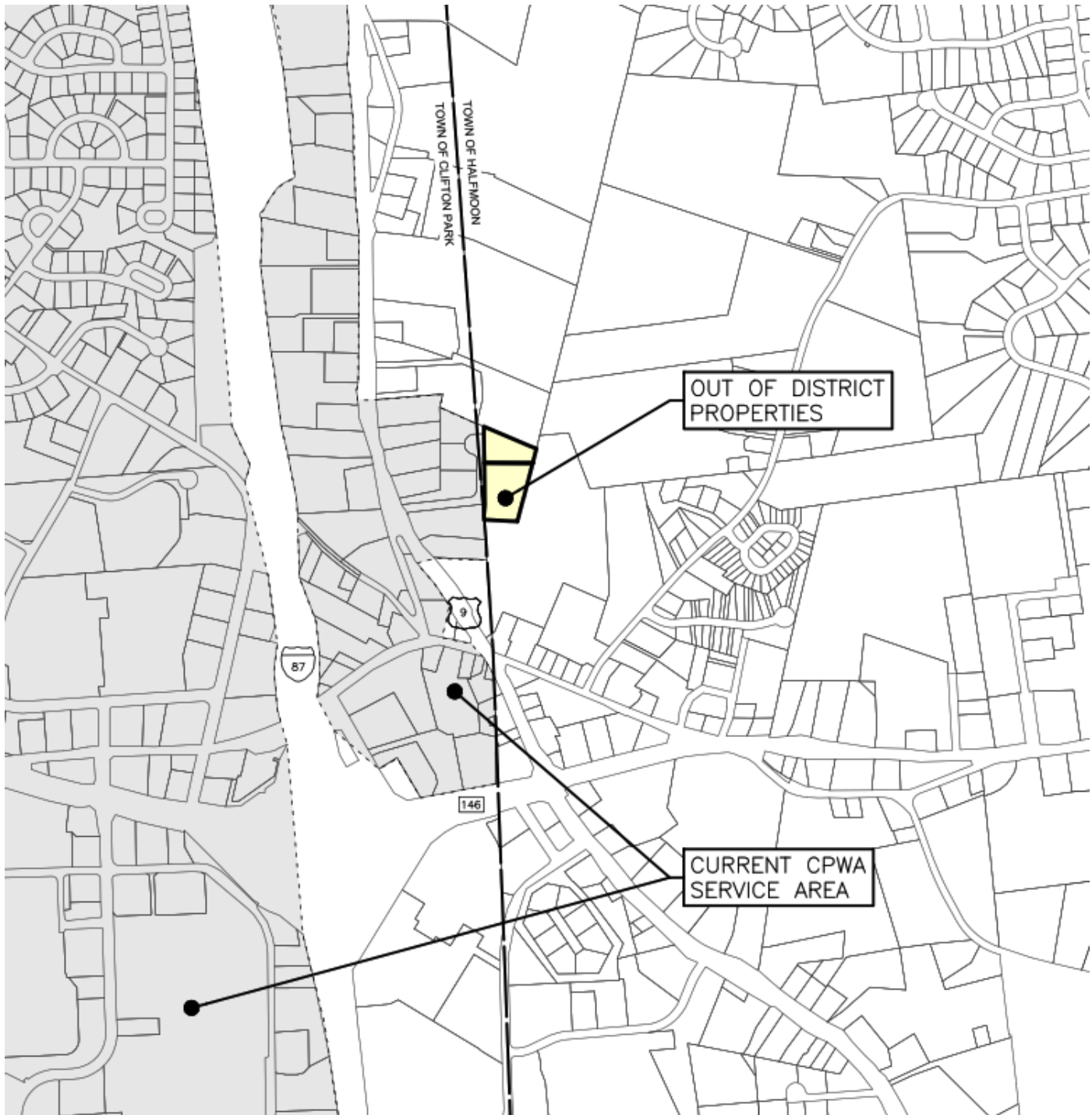
HALFMOON WATER SUPPLY DISTRICT No. 1

BY: _____
Kevin Tollisen, Town Supervisor

TOWN OF HALFMOON

BY: _____
Kevin Tollisen, Town Supervisor

EXHIBIT "A"





MEMORANDUM

To: CPWA Board of Directors

From: Chris Wheland, Authority Administrator

Date: 1/13/2025

Subject: 2025 CPWA Board Meeting Dates

To obtain a consistent message with our customers I am looking to provide an annual schedule of Board meetings. All scheduled meetings are able to be changed or canceled at the pleasure of the Board.

Looking at 2025 I intend to follow the Wednesday of the second full week of the month. These dates are:

February 12, 2025

March 12, 2025

April 16, 2025

May 14, 2025

June 11, 2025

July 16, 2025

August 13, 2025

September 10, 2025

October 15, 2025

November 12, 2025

December 10, 2025

Please come with your calendars so we can set up the 2025 Board Meetings.

RESOLUTION #_____, 2025; An Organizational Resolution.

Pursuant to Section 1120-c(3) the following persons are appointed as Vice Chairman,
Treasurer, and Secretary of the Clifton Park Water Authority.

Vice Chairman: _____

Treasurer: _____

Secretary: _____

Introduced By: _____

Seconded By: _____

Roll Call Vote:

Mr. Gerstenberger	- aye	no
Mr. Ryan	- aye	no
Mr. Taubkin	- aye	no
Mr. Butler	- aye	no
Ms. Haig	- aye	no

Clifton Park Water Authority

RESOLUTION #_____, 2025

Appointing Water Authority Attorney

NOW THEREFORE BE IT

RESOLVED, that the Clifton Park Water Authority hereby appoints James Trainor of Trainor, Pezzulo & DeSanto PLLC to the position of Authority Attorney.

Introduced by: _____

Seconded by: _____

Roll Call Vote:

Mr. Gerstenberger	- aye	no
Mr. Ryan	- aye	no
Mr. Taubkin	- aye	no
Mr. Butler	- aye	no
Ms. Haig	- aye	no

RESOLUTION #_____, 2025; An Organizational Resolution

RESOLVED, the Daily Gazette, be and hereby is made the official newspaper of the Clifton Park Water Authority, and

RESOLVED, that including but not limited to KeyBank (conditional on acceptable account terms and services) hereby is designated as the official bank depository of the Clifton Park Water Authority.

Introduced by: _____

Seconded by: _____

Roll Call Vote:

Mr. Gerstenberger	- aye	no
Mr. Ryan	- aye	no
Mr. Taubkin	- aye	no
Mr. Butler	- aye	no
Ms. Haig	- aye	no

RESOLUTION NO. _____, 2025; An Organizational Resolution.

RESOLVED, that the firm of Delaware Engineering, D.P.C., be designated and appointed as the professional engineers for the Clifton Park Water Authority.

Introduced by: _____

Seconded by: _____

Roll Call Vote:

Mr. Gerstenberger	- aye	no
Mr. Ryan	- aye	no
Mr. Taubkin	- aye	no
Mr. Butler	- aye	no
Ms. Haig	- aye	no

RESOLUTION NO. _____, 2025; An Organizational Resolution.

RESOLVED, that the firm of Mengel, Metzger, Barr & Co. be designated
and appointed the professional accountants and auditors for the Clifton Park Water Authority.

Introduced by: _____

Seconded by: _____

Roll Call Vote:

Mr. Gerstenberger	- aye	no
Mr. Ryan	- aye	no
Mr. Taubkin	- aye	no
Mr. Butler	- aye	no
Ms. Haig	- aye	no

RESOLUTION #____, 2025; An Organizational Resolution.

RESOLVED, that an Audit Committee has been formed and members of the Audit Committee are:

Introduced by: _____

Seconded by: _____

Roll Call Vote:

Mr. Gerstenberger	- aye	no
Mr. Ryan	- aye	no
Mr. Taubkin	- aye	no
Mr. Butler	- aye	no
Ms. Haig	- aye	no

RESOLUTION # _____, 2025; An Organizational Resolution.

RESOLVED, that a Governance Committee has been formed and the members of the Governance Committee are:

Introduced by: _____

Seconded by: _____

Roll Call Vote:

Mr. Gerstenberger	- aye	no
Mr. Ryan	- aye	no
Mr. Taubkin	- aye	no
Mr. Butler	- aye	no
Ms. Haig	- aye	no

RESOLUTION # _____, 2025; An Organizational Resolution.

RESOLVED, that a Grievance Committee has been formed and the members of the Grievance Committee are:

Introduced by: _____

Seconded by: _____

Roll Call Vote:

Mr. Gerstenberger	- aye	no
Mr. Ryan	- aye	no
Mr. Taubkin	- aye	no
Mr. Butler	- aye	no
Ms. Haig	- aye	no

RESOLUTION # _____, 2025; An Organizational Resolution.

RESOLVED, that a Finance Committee has been formed and the members of the Finance Committee are:

Introduced by: _____

Seconded by: _____

Roll Call Vote:

Mr. Gerstenberger	- aye	no
Mr. Ryan	- aye	no
Mr. Taubkin	- aye	no
Mr. Butler	- aye	no
Ms. Haig	- aye	no



950 W. Bethany Dr, Suite 700
Allen, Tx 75013

December 2, 2024

CLIFTON PARK WATER AUTHORITY
661 CLIFTON PARK CENTER ROAD
CLIFTON PARK, NY. 12065

RE: **VB Site Name: Clifton Park South**
VB Site ID: US-NY-7034
VZ MDG: 5000369718
Site Address: 36 Boyack Road, Clifton Park, NY 12065 (the "Site")

Dear :CLIFTON PARK WATER AUTHORITY

We are pleased to inform you that Verizon has entered into an agreement with Vertical Bridge whereby Vertical Bridge will purchase the Verizon entity that owns, leases, operates and manages the Site pursuant to the transaction more fully described in the attached Press Release. The transaction is expected to close by the end of 2024.

As part of the transaction, Vertical Bridge will be responsible for all rights and obligations under your lease, easement or other agreement (your "Lease"), including, but not limited to, making all required payments and entering into any further documentation and discussions related to your Site. This transaction does not otherwise change, amend or alter your current Lease.

Payments from Vertical Bridge are expected to begin within 90 days of closing. Prior to that time, Verizon will continue to make all payments required under the Lease. In order to make this transition as seamless as possible, Verizon will be transferring certain payment information and documentation to Vertical Bridge.

Once we close the transaction, a Vertical Bridge representative or a Verizon representative will be reaching out to you with specific contact information for Vertical Bridge and requesting any additional information necessary to ensure that Vertical Bridge is in a position to make timely payments.

For more information about Vertical Bridge, please visit its website at www.VerticalBridge.com.

Thank you and we look forward to working with you.



January 3, 2025

Sent Via **Adobe Sign**

CLIFTON PARK WATER AUTHORITY
661 CLIFTON PARK CENTER ROAD
CLIFTON PARK, New York 12065

RE: **VB Site Name: Clifton Park South**
VB Site ID: US-NY-7034
Site Address: 36 Boyack Road, Clifton Park, NY 12065 (the “Site”)
Lease: Land Lease Agreement, as amended and assigned (the “Lease”)

Dear: CLIFTON PARK WATER AUTHORITY

As you are aware, Verizon has entered into an agreement with Vertical Bridge to exclusively lease, operate and manage the Site pursuant to the transaction as more fully described in the letter that was sent to you on November 27, 2024.

As part of the transaction, your lease, easement or other agreement (your “Lease”) is not being assigned to Vertical Bridge; however, Vertical Bridge will be leasing or managing Verizon’s interest in the Site in order to operate and manage the Site on behalf of Verizon. Additionally, Vertical Bridge will lease back a portion of the Site to Verizon and may sublease space to other wireless telecommunication and fiber companies (individually and collectively, the “Transfers”).

As noted in our earlier correspondence, these Transfers will not change, amend or alter the current Lease; however, the terms of the Lease may require your consent to these Transfers. By countersigning below, you hereby consent to the Transfers and acknowledge that no additional payments are owed in connection with them.

For more information about Vertical Bridge, please visit its website at www.VerticalBridge.com. If you have any questions or concerns, you can contact Eric Van Valkenburg.

Thank you.

Sincerely,

Eric Van Valkenburg

Agreed to and Accepted by:

CLIFTON PARK WATER AUTHORITY

By: _____
Print Name: _____
Title: _____
Date: _____

SITE NAME: Clifton Park South
SITE NUMBER: 603643
ATTY/DATE Young/Sommer – 2/12/2022

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this Mar 30, 2022 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

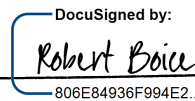
By: 

Name: Helmut Gerstenberger

Its: Chairman

Date: Feb 15, 2022

LESSEE: CELLCO PARTNERSHIP d/b/a
Verizon Wireless

By: 

Name: Robert Boice

Its: Executive Director - Network Field Engineer

Date: Mar 30, 2022

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:

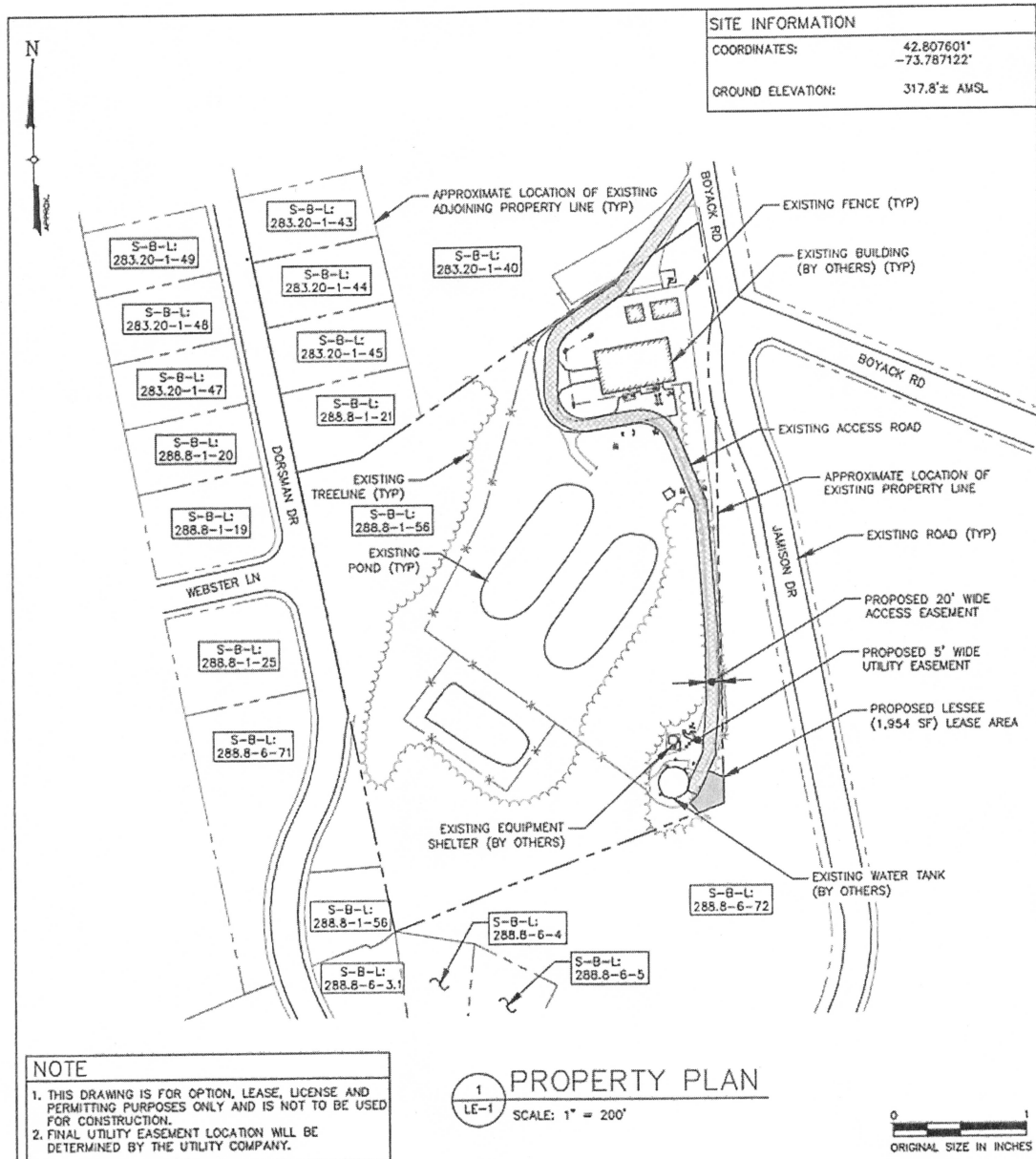
BEGINNING at a point in the easterly line of Dorsman Drive, said point being the point of intersection of the division line between the herein described property on the south and the lands now or formerly of Rosettie on the north; and runs thence along said lands now or formerly of Rosettie North 80° 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:

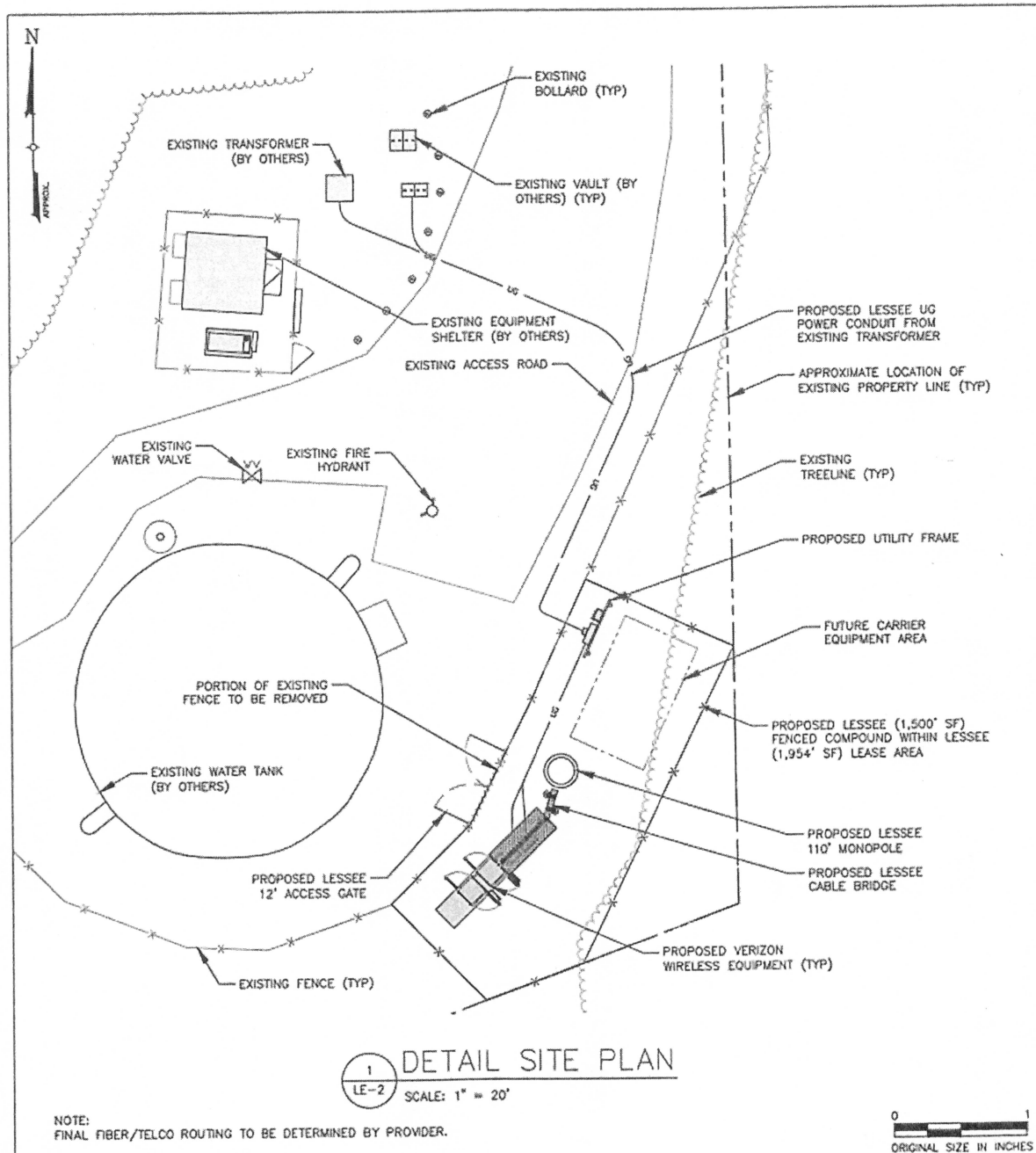
- 1.) South 08° 04' 06" East, a distance of 62.61 feet to a point; thence**
- 2.) South 08° 51' 21" East, a distance of 57.86 feet to a point; thence**
- 3.) South 01° 09' 47" East, a distance of 13.39 feet to a point; thence southerly along a non-tangent curve to the left having a radius of 330.00 feet, 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

TECHNICAL SOLUTIONS, CONSULTING & SURVEYING
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
70 Pleasant Hill Road Phone: (845) 234-5959
P.O. Box 37 (800) 829-6531
Mountainville, NY 10953 www.tectoniceengineering.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 12065CELLCO PARTNERSHIP,
(LESSEE)

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

TEC WO:10272.32

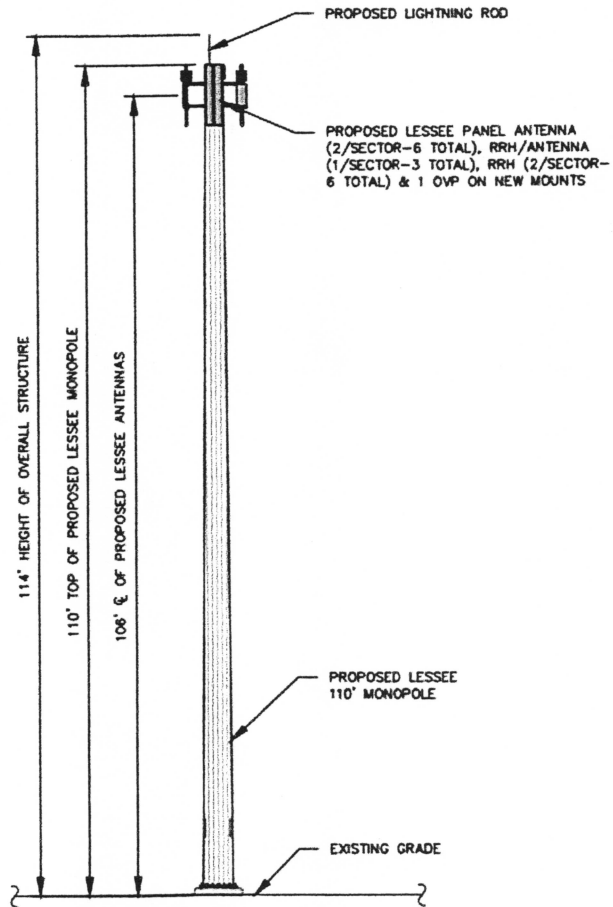
ISSUED BY: GS

DATE: 1/14/22

SCALE: AS NOTED

SHEET: LE-2

REV: 6



1
LE-3 ELEVATION
SCALE: 1" = 20'

0 1
ORIGINAL SIZE IN INCHES

Tectonic

TECTONIC ENGINEERING CONSULTANTS, GEODETIC & LAND SURVEYORS, D.P.C.
70 Pleasant Hill Road Phone: (845) 334-0930
P.O. Box 37 (800) 829-6531
Mountainville, NY 10953 www.tectoniceengineering.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-3	REV: 6
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Certificate Of Completion

Envelope Id: 3E844AC784BA42C28995199FEDF06817

Status: Completed

Subject: Clifton Park South / 1765549 / 03302022 / Exec.Director

Source Envelope:

Document Pages: 14

Signatures: 1

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Originator:

Josh Bernstein

Josh.Bernstein@Verizonwireless.com

Envelopeld Stamping: Enabled

IP Address: 69.78.100.102

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

3/30/2022 8:15:10 AM

Holder: Josh Bernstein

Josh.Bernstein@Verizonwireless.com

Location: DocuSign

Signer Events

Robert Boice

robert.boice@verizonwireless.com

Executive Director - Network Field Engineering

Security Level: Email, Account Authentication
(None)**Signature**

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Signature Adoption: Pre-selected Style

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Signed: 3/30/2022 8:25:11 AM

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Accepted: 3/30/2022 8:24:55 AM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

David Brennan

dbrennan@youngsommer.com

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Kathy Pomponio

kathy.pomponio@verizonwireless.com

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(None)**COPIED**

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sara Colman

scolman@airosmithdevelopment.com

Security Level: Email, Account Authentication
(None)**COPIED**

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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/30/2022 8:18:36 AM
Certified Delivered	Security Checked	3/30/2022 8:24:55 AM
Signing Complete	Security Checked	3/30/2022 8:25:11 AM
Completed	Security Checked	3/30/2022 8:25:11 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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From time to time, VBG Network Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact VBG Network Real Estate:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tricsha.fatakia@verizonwireless.com

To advise VBG Network Real Estate of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tricsha.fatakia@verizonwireless.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from VBG Network Real Estate

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tricsha.fatakia@verizonwireless.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with VBG Network Real Estate

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tricsha.fatakia@verizonwireless.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VBG Network Real Estate as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VBG Network Real Estate during the course of your relationship with VBG Network Real Estate.