

CLIFTON PARK WATER AUTHORITY BOARD MEETING

**Wednesday, July 16, 2025
7:00 PM**

AGENDA

Pledge of Allegiance

- Approve Minutes of May 14, 2025 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

- Ruhle Rd Settlers Ridge water line Replacement
- Transfers and Capital Plan Update*
- Empire State Development Grant Resolution*
- AWWA VP Position
- PFOA/PFOS Settlement
- Synergy Rt 9 pipeline funding
- Exempt Employee Salary Pay dates

Other Business

- Vertical Bridge Plans to sublease

Executive Session

- Potential discussion regarding Vertical Bridge

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.



Clifton Park Water Authority

Resolution #__, 2025

Amend the CPWA 2025 Operating Budget

WHEREAS, the Clifton Park Water Authority wishes to amend the 2025 Operating Budget,

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, **now, therefore be it**

RESOLVED, that the Clifton Park Water Authority Board of Directors hereby amends the 2025 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	___	___
Mr. Bowman	___	___

Clifton Park Water Authority

Budget Transfer

Date: 6/11/2025

Acct No	Description	Budget Amount	Increase/Decrease	Revised Budget	Explanation
Operation and Maintenance					
6000	Miscellaneous	\$ 17,300.00	\$ (5,000.00)	\$ 12,300.00	
5000	Wages	\$ 833,578.00	\$ 2,100.00	\$ 835,678.00	increase budget for salary adjustments
5330-1	Education	\$ 3,000.00	\$ 2,500.00	\$ 5,500.00	Distribution course for 2 employees
5610-1	Supplies	\$ 9,000.00	\$ 2,000.00	\$ 11,000.00	Increase to cover increase cost of supplies
5700-1	Repairs and Main	\$ 320,000.00	\$ (14,100.00)		
5500-1	Treatment Chemicals	\$ 230,000.00	\$ (7,300.00)	\$ 222,700.00	
			\$ (19,800.00)		
General and Administrative					
7990	Miscellaneous	\$ 7,400.00	\$ (2,000.00)	\$ 5,400.00	
7000	Wages	\$ 386,183.00	\$ 12,000.00	\$ 398,183.00	increase budget for salary adjustments
7824-1	Bank Service Chg	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	Charges due to money being invested
7100-1	Ins Gen Liability	\$ 55,000.00	\$ 7,300.00	\$ 62,300.00	Annual Increase-Coverage Date Change
				\$ -	
			\$ 19,800.00		
Overall Budget Change			0.00		

	Capital Budget	Budget amount	Amount Spent	Remaining budget	Project update
Closed Y/N					
Y	Brass Goods	\$ 40,000	\$ 41,135.08	\$ (1,135.08)	Materials are received
N	Water Meters	\$ 160,000	\$ 114,572.55	\$ 45,427.45	Costs to date
Y	Fire Hydrants	\$ 20,000	\$ 19,681.00	\$ 319.00	Materials are received
Y	Actuators	\$ 7,500	\$ 9,303.60	\$ (1,803.60)	Materials are ordered, waiting for delivery and invoicing
Y	Valves (Boyack)	\$ 20,800	\$ 25,359.29	\$ (4,559.29)	Project 90% complete, waiting on more parts
Y	Scada	\$ 23,000	\$ 22,436.42	\$ 563.58	Completed
Y	Scissor Lift	\$ 6,500	\$ 6,500.00	\$ -	Order received
N	Security Gate	\$ 7,000	\$ 9,364.48	\$ (2,364.48)	PO Issued
Y	Transfer Switch	\$ 12,500	\$ 12,500.00	\$ -	Complete
N	Ruhle Rd	\$ 40,000		\$ 40,000.00	Project underway
N	Billing Software	\$ 85,000	\$ 32,675.00	\$ 52,325.00	Project underway, \$32,675 CTD, owe \$4,125 upon completion
Y	GPS	\$ 3,300	\$ 4,085.00	\$ (785.00)	Order received
Y	Brake Trailer	\$ 20,000	\$ 19,500.00	\$ 500.00	Order received
Y	Dump Trailer	\$ 17,000	\$ 13,715.00	\$ 3,285.00	Order received
Y	Skid Steer	\$ 25,000	\$ 25,000.00	\$ -	Order received
		\$ 487,600	355827.42		

Clifton Park Water Authority

Resolution # _____, 2025

Authorizing Chris Wheland to apply for an Empire State Development Grant to determine long term water supply/capacity in the CPWA, Ballston & Malta Region

WHEREAS, the Town of Ballston and Malta are expanding to meet increasing housing demands and

WHEREAS, Clifton Park Water Authority services Malta west of I-87 and

WHEREAS, the Clifton Park Water Authority and Town of Ballston purchase water from Saratoga County Water Authority at Eastline Drive and

WHEREAS, the Clifton Park Water Authority has a shared water line with the Town of Ballston along Eastline Drive, and

WHEREAS, the Clifton Park Water Authority and Ballston area requiring water in excess of what the SCWA can comfortably provide during irrigation timeframes, now therefore be it

RESOLVED, that the Clifton Park Water Authority Board of Directors hereby agrees to apply for an Empire State Development Grant to determine future needs of the potable water source in the Ballston, Malta, and Northern CPWA region as supplied from Saratoga County Water Authority. If awarded a resolution will be required to accept any and all grant funds and resolution will include cost sharing calculations between all entities included.

Motion to Accept _____ Seconded _____

Roll Call Vote:

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

STAG LIUZZA, LLC
In Re Aqueous Film-Forming Foams Products Liability Litigation MDL 2873
Settlement Statement

Client	Clifton Park Water Authority	
Neos No.	216134	
	<u>SETTLING DEFENDANTS</u>	Settlement Amount
	The 3M Company (Year 1 Payment for 3M settlement)	
	GROSS SETTLEMENT AMOUNT BEFORE 8% COURT ORDERED COMMON BENEFIT FEE HOLDBACK	\$ 36,261.78
	Net Amount Paid by Settlement Administrator After Court Ordered 8% Common Benefit Fee Holdback	\$ 33,360.84
	<u>ATTORNEY FEES & CASE COSTS</u>	
	*Attorney Fees (17%) Total: \$6,164.50	
	Stag Liuzza, LLC (50%)	\$ 3,082.25
	Law Office of Robert King, PLLC (50%)	\$ 3,082.25
	Individual Case Costs	
	Stag Liuzza, LLC	\$ 405.00
	Law Office of Robert King, PLLC	
	Group Case Costs	
	Stag Liuzza, LLC	\$ 70.99
	Total Attorney Fees & Case Costs	\$ 6,640.49
	<u>TOTAL DEDUCTIONS</u>	
	Stag Liuzza, LLC	
	Attorney Fees	\$ 3,082.25
	Case Costs	\$ 475.99
	Law Office of Robert King, PLLC	
	Attorney Fees	\$ 3,082.25
	Case Costs	\$ -
	TOTAL DUE CLIENT	\$ 26,720.35

*25% per contract minus 8% Court ordered holdback

In accordance with my instructions to settle my claims, a copy of this Settlement Statement has been received and reviewed by me on this date. I approve of the various entries on this statement and the manner in which funds are to be disbursed. I hereby authorize and instruct my attorneys, Stag Liuzza, LLC, to make the above distribution of funds set out herein, in furtherance of my instructions to settle my claims and to dismiss said lawsuit with prejudice against the defendants on the settlement agreement. I further state that I have read and understand the settlement and release agreement.

I understand that there are two categories of litigation expenses advanced by Stag Liuzza, LLC. In the first category are litigation expenses that can be attributed to specific clients (filing fees, testing, etc.). In the second category are general costs incurred during litigation for the benefit of all clients in the consolidated lawsuit (ie, expert fees, copy costs, etc.). These general costs are allocated on a pro-rata basis to each claim.

By my signature below, I do hereby agree to this settlement as outlined above and further agree that neither Stag Liuzza, LLC, Michael G. Stag, LLC, nor their attorneys or employees are liable for any expenses, incurred and/or outstanding, not listed within this settlement statement. I further understand that my attorneys are not tax advisors, and that my attorneys make no guarantee about the tax liabilities associated with this settlement. I have been informed and understand that any deferred attorney fees and/or costs (if any) will be paid out of any future settlements herein.

I agree that I am the proper recipient of these funds. I assume responsibility for disbursing said funds in accordance with applicable state law and agree that the aforementioned attorneys are not liable for any maldistributions. I further certify that I am satisfied with the representation received and the services of my attorneys.

Accepted and agreed:

Chris Wheland 7/9/2025
 CLIENT Date

By: Stag Liuzza, L.L.C.

Michael G. Stag 7/3/2025
 Michael G. Stag Date

Signed by:

Robert King 7/7/2025
 Law Office of Robert King, PLLC Date

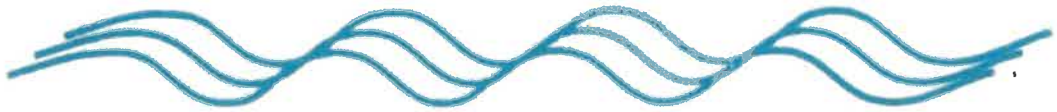
							Year 1			
Claim ID	PWS ID	PWS Name	Law Firm	Claim Type	Total Gross Award before 8% CBF	Anticipated Total Net Settlement Award	Actual \$ Paid	Amount before 8% CBF	Fees & Cost	Net to Client
1665	NY4500175	Clifton Park Water Authority	Stag Liuzza LLP	3M Phase 1	\$181,308.95	\$166,804.24	\$33,360.84	\$36,261.78	\$6,640.49	\$26,720.35

Year 2				Year 3				Year 4			
Actual \$ Paid	Amount before 8% CBF	Fees	Net to client	Actual \$ Paid	Amount before 8% CBF	Fees	Net to client	Actual \$ Paid	Amount before 8% CBF	Fees	Net to client
\$76,062.73	\$82,676.88	\$14,055.07	\$62,007.66	\$10,675.47	\$11,603.77	\$1,972.64	\$8,702.83	\$8,006.60	\$8,702.83	\$1,479.48	\$6,527.12

Year 5				Year 6				Year 7			
Actual \$ Paid	Amount before 8% CBF	Fees	Net to client	Actual \$ Paid	Amount before 8% CBF	Fees	Net to client	Actual \$ Paid	Amount before 8% CBF	Fees	Net to client
\$9,341.04	\$10,153.30	\$1,726.06	\$7,614.98	\$8,340.21	\$9,065.45	\$1,541.13	\$6,799.09	\$5,671.34	\$6,164.50	\$1,047.97	\$4,623.38

Year 8				Year 9				Year 10			
Actual \$ Paid	Amount before 8% CBF	Fees	Net to client	Actual \$ Paid	Amount before 8% CBF	Fees	Net to client	Actual \$ Paid	Amount before 8% CBF	Fees	Net to client
\$5,671.34	\$6,164.50	\$1,047.97	\$4,623.38	\$5,004.13	\$5,439.27	\$924.68	\$4,079.45	\$4,670.52	\$5,076.65	\$863.03	\$3,807.49

TOTAL DUE TO CLIENT OVER PAYMENT SCHEDULE		
Total Payments to client after fees and 8% Court ordered MDL fee from 3M settlement over 10 years (does not include deduction of additional costs which could be incurred and are reimburseable per the contract)		
\$135,505.72	\$166,804.23	\$31,298.51



July 9, 2025

Mr. Woodie Williams
Vertical Bridge
Asset Manager
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487

Dear Mr. Williams,

The Clifton Park Water Authority (CPWA) has reviewed the agreement with Verizon and understands that Verizon may have the ability to allow Vertical Bridge to manage the property. That being said CPWA was under the impression through the agreement approval process when Verizon installed the monopole that other companies would not be co-located on the property even though there may be some language within the agreement for such action. This was a significant concern among residents in the area at the time and still is.

As you may not be aware, this property is a secure location, and the gates are unlocked only from 7am through 3:30pm Monday through Friday. It is impossible for CPWA to have personnel available to allow for entry to the property 24/7 for maintenance after hours. This has caused some Verizon contractors to be locked into the site and/or locked out.

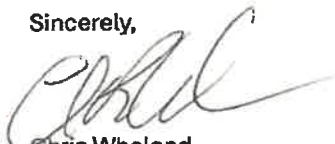
I, being new to CPWA but not the water industry including cell towers and monopole agreements, have included a rent escalation clauses to agreements if the property were to have multiple companies located on site, as this is a typical standard practice. In fact, the current Agreement with Verizon anticipates future increases in rent when part of the site is subleased.

Knowing that CPWA has an agreement with Verizon and there have been changes in agreement management I propose a few things:

- 1) Vertical Bridge provide funding to CPWA to increase security that allows for 24/7 access to the site and protects the site. Security upgrades will include motorized gates with access code for entry and auto open upon exit, and cameras that cover all entryways of the water plant and water tower on site. With these upgrades Verizon and other co-locators will be allowed the 24/7 access and protect the cell company contractors from false accusations of tampering with a secure water system.
- 2) Subleases need to be signed, to include rental escalations if co-locations are to occur. The increase in rent covers increases in liability insurance for the CPWA owned property and maintenance to the site road/driveway season maintenance. We will draft an appropriate sublease agreement to be signed by Verizon, Vertical Bridge, CPWA and T-Mobile once we have an agreement in principle.
- 3) To further ensure the protection of CPWA, we will require agreements with all future subleases to codify any legal, liability and indemnifications of/to CPWA.

Please advise of your thoughts regarding the above.

Sincerely,



Chris Wheland
Authority Administrator