

# CLIFTON PARK WATER AUTHORITY BOARD MEETING

Wednesday, February 12, 2025  
7:00 PM

## AGENDA

- Approve Minutes of January 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

- CSEA Agreement\*
- Bulk Water Permits

### Other Business

- Northwood Water Service/ Stein project
- Chelsea Place
- Verizon Agreement Amendment
- Billing Software

### 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**

### **BOARD MEETING MINUTES**

**FEBRUARY 12, 2025**

Those present were: Mr. Helmut Gerstenberger, Chairman; Mr. William Butler, Treasurer; Mr. Kenneth Bowman, Board Member; Mr. Chris Wheland, Administrator; Mr. Ronald Marshall, Superintendent; Mr. James Trainor, Attorney, Mr. Brock Juusola, Engineer; and Councilwoman Agatha Reid, Town of Clifton Park Liaison. Absent: Mr. John Ryan, Vice Chairman; and Mr. Peter Taubkin, Secretary.

Mr. Gerstenberger called the meeting to order at 7:00pm. Mr. Gerstenberger welcomed Ken Bowman as the newest board member on the CPWA Board.

#### **APPROVE MINUTES OF JANUARY 14, 2025 MEETING**

Mr. Gerstenberger made a **motion** to approve the minutes of January 14, 2025; seconded by Mr. Butler. The **motion** carried 3-0, 2 absent.

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

No members of the public present.

#### **OLD BUSINESS**

##### **PEACOCK GLEN PROPERTY**

No update, the Town of Clifton Park is waiting on the grant funding.

#### **NEW BUSINESS**

##### **CSEA AGREEMENT**

A **motion** was made by Mr. Butler approving the Collective Bargaining Agreement with CSEA Local 1000; seconded by Mr. Gerstenberger.

#### **RESOLUTION #12, 2025 – APPROVING COLLECTIVE BARGAINING AGREEMENT WITH CSEA LOCAL 1000**

**WHEREAS**, the collective bargaining agreement between the Clifton Park Water Authority (“CPWA”) and Civil Service Employees Association, Inc. Local 1000 AFSCME, AFL-CIO (“Bargaining Unit”), signed in January 2023, expired on December 31, 2024, and

**WHEREAS**, after negotiations between the CPWA and the Bargaining Unit, an agreement has been reached on the terms of a 3-year collective bargaining agreement, and

**WHEREAS**, the CPWA Board of Directors is in agreement that the terms of the contract represent a fair and equitable arrangement for both sides, now therefore be it

**RESOLVED**, that the Clifton Park Water Authority Board of Directors hereby approves the changes to the expired collective bargaining agreement between the CPWA and the Bargaining Unit, as outlined in the attached Memorandum of Agreement, and authorizes the Chairman and Authority Administrator to execute any documents necessary to implement this agreement.

Roll Call Vote:

|                   |          |
|-------------------|----------|
| Mr. Gerstenberger | - Aye    |
| Mr. Ryan          | - Absent |
| Mr. Taubkin       | - Absent |
| Mr. Butler        | - Aye    |
| Mr. Bowman        | - Aye    |

### **BULK WATER PERMITS**

Mr. Wheland has reviewed bulk water sales through the annual budgeting and lost water reporting to DOH. Based on his review he estimates an annual loss of 10,000,000 gallons of water at a cost of \$35,000 in uncharged water. His estimates are based on the revenue from the permit fee less hydrant repairs, personnel costs and cost of water and the estimated number of times tankers have been observed filling up. He estimated 2.5 loads per day December through March and 8 loads per day April through November. A typical truckload of water is between 500 – 2,500 gallons per load and larger tankers are between 4,000 and 5,000 gallons. He presented the Board with three options:

**Option 1.** Keep everything the same, although this is not financially responsible for the rate payers of CPWA.

**Option 2.** Install a bulk water kiosk at a specific location (TBD) that would charge a specific rate per 1,000 gallons and track all water usage. This option allows the CPWA to keep track of the amount of water sold, protects the water system with our own backflow prevention and air gaps, and can be enforced as any other location that a tanker is connected to would be deemed theft of services. It will also allow a more accurate amount of lost and unaccounted for water as required by DOH annually.

The cost for setting up a kiosk bulk water filling station is estimated at \$45,000 for the equipment. The water rate would be charged at the CPWA per 1,000-gallon rate. He anticipates annual usage at 8,500,000 as he expects to lose some usage as customers would find alternate cheaper locations. He estimates total revenue per year at \$36,975. With a 3-year payback on equipment, annual revenue of \$21,975 with the capital cost of the equipment included. After this the revenue would go for current (\$35,000) to ~\$37,000.

**Option 3.** Discontinue bulk water sales. Although this is the easiest, this might be difficult for the current permit holders to follow.

Mr. Wheland stated other water suppliers that have bulk water services are 24/7 systems and bulk haulers are required to fill up at a central location. Trips are logged and paid at every fill up. These central locations are also staffed to accommodate filling.

The Board feels that this is a service that should be provided for the community and should not be discontinued. Mr. Wheland will move forward with option 2 and get some additional kiosk pricing and find some potential locations for the bulk water kiosk.

## **OTHER BUSINESS**

### **NORTHWOOD WATER SERVICE/STEIN PROJECT**

Mr. Gerstenberger and Mr. Wheland presented the potential water system extension at the Town of Clifton Park Board meeting last week. This extension will allow Northwood Water Services to tie into a public water source, allowing it to remove its customers from its existing wells that have elevated levels of PFAS. The plan calls for extending the 16-inch CPWA-owned water line that currently stops at the corner of Route 67 and Eastline Road about 250 feet east. The extension will be paid for by Northwood. Mr. Gerstenberger felt it was met with positive regard at the meeting and they expect an approval at the next Town Board meeting.

### **CHELSEA PLACE**

Mr. Gerstenberger and Mr. Wheland presented the potential water system extension at the Town of Clifton Park Board meeting last week. This extension will service several commercial properties on Chelsea Place, including the district offices of Shenendehowa Central School District. Currently, the CPWA line stops at the Halfmoon/Clifton Park border, leaving just a portion of the properties on the Clifton Park side with access to public water. A developer on the Halfmoon side of the street will pay to extend the service into Halfmoon. They expect an approval at the next Town Board meeting. Councilwoman Reid thanked Mr. Gerstenberger and Mr. Wheland for coming to the Town Board meeting and giving their presentation. She stated it was very helpful and she felt there is support for the extensions. They will be discussing these extensions at their next agenda session on February 24, 2025, hopefully voting that night. If not, at the following board meeting.

### **VERIZON AGREEMENT AMENDMENT**

Verizon is looking to amend the agreement terms of the contract for the Boyack tower. Mr. Trainor presented the Board with a letter he drafted for Verizon Vertical Bridge. He has requested additional information regarding, for example but not by way of limitation, who, where and what equipment will be added to the monopole, how the increased rent, security deposit, bond and decommissioning plans will be addressed and how they intend to modify the existing site plan to accommodate these changes. Their proposed changes need to be evaluated by the CPWA's Administrator, engineer, and counsel, and ultimately approved by the CPWA's Board of Directors. The proposed changes may also need further site plan review from the Town of Clifton Park Planning Department and Planning Board. The Board was satisfied with the letter and directed Mr. Trainor to send it to Verizon Vertical Bridge.

### **BILLING SOFTWARE**

The 2025 Capital Plan includes money to update the current billing software as the current billing software is becoming obsolete. The annual maintenance cost of our current billing software is just under \$10,000 per year. The current billing software company quoted \$50,000 to upgrade and a \$6,000/month maintenance fee. Mr.

Wheland has been looking at 2 different billing software companies that meet the current needs of the office and are fiscally responsible. The new software is cloud based. One company, which the Town of Clifton Park uses, and is very similar to our current system but much less expensive. The other company is a little more expensive but is more modern and gives the customer a more personable portfolio to look at online. The customer would have the ability to look at their bill history and track water usage online. He is currently comparing the options of all 3 companies.

#### **OTHER**

- Mr. Wheland put together an evaluation of employees' jobs and duties including how many years of service and years until retirement. Over the next 5 years the CPWA will be losing 6 employees with over 150 years of combined experience. The goal will be to have an overlap of positions to ensure a smooth transition.
- The 2024 Year-End Investment report was presented to the Board. Mr. Wheland noted the increase in interest earned for 2024 due to investing in U. S. Treasuries.

The CPWA's next board meeting is scheduled for Wednesday, March 12, 2025.

A **motion** was made by Mr. Gerstenberger to adjourn the meeting at 7:52pm; seconded by Mr. Bowman. The **motion** carried 3-0, 2 absent.

Respectfully submitted,  
*Sheri Collins*  
Recording Secretary

cc: CPWA Board of Directors  
Trainor, Pezzullo & DeSanto PLLC

**MEMORANDUM OF AGREEMENT**

***By and Between the***

***Clifton Park Water Authority***

***And the***

***Civil Service Employees Association,***

***Local 1000 AFSCME, AFL-CIO***

***Clifton Park Water Authority***

***Unit #8472-00***

***Saratoga County Local 846***

The January 1, 2023 through December 31, 2024 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable and other housekeeping items. This Memorandum of Agreement shall be subject to ratification/approval by the Clifton Park Water Authority Board and the membership of the CSEA. Members of the respective bargaining teams affirm to support the ratification/approval of this Memorandum of Agreement.

1. ***Term of Agreement.***

January 1, 2025 through December 31, 2027.

2. ***Article 7, Section 1 – Salary Increases.***

Effective January 1, 2025 – 3%

Effective January 1, 2026 – 4%

Effective January 1, 2027 – 4%

Effective January 1, 2025, the Matrix shall be modified to provide one (1) year of service between starting rate at step 1.

Effective January 1, 2025, employees who are appropriately certified to work with asbestos shall receive an additional ~~\$0.75~~ \$1.00 per hour added to their base salary.

Effective January 1, 2026, Steps 6 and 7 of the Matrix shall be modified to provide that there shall be three (3) years between steps.

Modify **Section 1, Salary Increases**, fourth paragraph, to read as follows:

The Authority agrees to pay for the CDL license and/or renewal, along with CDL training for those employees who are required by the authority to obtain and/or maintain a CDL. If the authority pays for the training of an employee to obtain the CDL, the employee must retain employment with the Authority for three (3) years, or the employee will be required to reimburse the Authority on a prorated basis.

Modify Appendix A, CPWA Salary Grades for Hourly Employees as follows:

Add Motor Equipment Operator Lite – Grade 3

Change Grade 4 Motor Equipment Operator to Grade 4 Motor Equipment Operator Heavy.

***Section 4, On-Call.***

Modify first paragraph to provide as follows:

The Water Maintenance Technician assigned to be on call will receive one and one half (1.5) hours per weekday and six (6) hours for Saturday, Sunday and holidays at the applicable overtime rate. If the person on-call goes over the allotted time it will be paid at the appropriate overtime rate. If the person on-call responds to a call they shall receive an additional thirty (30) minutes for that day in travel time. The additional travel time is for the initial called response only and does not include scheduled station checks, rounds or additional responding emergency calls.

***Section 5, Phone/Text Duty Pay – Plant Operator.***

Modify to provide as follows:

The Plant Operator shall receive a minimum of ~~one (1)~~ **two (2)** hours at one and one-half (1 ½) times the employees' regular rate for each day that the Operator receives a phone call while off duty. ~~If phone calls on a particular day cumulatively exceed one (1) hour, the Plant Operator shall be paid for time worked.~~ The Assistant Plant Operator shall be eligible for phone/text duty pay when the Plant Operator is not available.

3. The parties agree that the Authority shall have the ability to hire a new employee above Step 1 based upon the employee's qualifications and experience. For seniority purposes for other contractual benefits, the employee's seniority shall commence on date of hire.

4. ***Article 5, Section 5, Time Records.***

Modify Section 5.1 to provide that:

1. Employees shall not clock in in excess of five (5) minutes prior to their scheduled reporting time or five (5) minutes after their scheduled reporting time.

5. *Article 9, Section 3, Personal Leave.*

DELETE paragraph which currently provides as follows:

~~New hires shall not accrue personal leave for the first six (6) months of employment. After the completion of six (6) months, new hires shall accrue personal leave on a prorated basis for the remaining year.~~

ADD *Section 6, Volunteer Fire.*

An employee who is a volunteer member for the emergency ambulance service or fire departments shall not have to use compensatory time for the period he/she is engaged in fighting a fire or attending an emergency situation, provided the following conditions exist:

- 1) The employee must be an active volunteer for either emergency ambulance service for a fire district.
- 2) The call for assistance must come from an ambulance service or fire district.
- 3) During working hours the employee must first notify, and seek approval from his/her supervisor before responding to the call.
- 4) If there is no crucial need for the employee to remain at work, he/she shall be allowed to leave work.
- 5) If the call occurs during non-work hours and the emergency extends into normal working hours, every effort should be made by the employee to notify his/her supervisor as soon as is reasonable.
- 6) Once the emergency is over, the employee shall return to work during normal work hours.
- 7) The Clifton Park Water Authority shall not be liable in any way for employees who respond to calls in accordance with this policy.
- 8) Calls for mutual aid that come from a fire district or ambulance service in the Clifton Park Water Authority service area are included in this language

6. *Article 15, Grievance Procedure.*

Modify Grievance Definition to provide as follows:

A contract grievance, as defined above, shall be filed within ~~thirty (30)~~ten (10) working days from the act or omission occurred or when the grievant should have known of the situation giving rise to the grievance.

The parties agree to review the arbitration panel and modify as necessary.

7. *Article 16, Job Abandonment.*

Modify Article 16 to provide as follows:

An employee absent from work without authorization for ~~seven (7)~~ five (5) consecutive days shall be deemed to have resigned from his position if they do not provide a satisfactory explanation for such absence on or before the ~~eighth (8<sup>th</sup>)~~ sixth (6<sup>th</sup>) day following commencement of such unauthorized absence.

8. *Article 5, Section 1, Hours of Operation.*

Modify to provide as follows:

The Authority's regular business hours are Monday through Friday from 8:00 AM to 4:00 PM. The field crew maintains regular hours of Monday through Friday from 7:30 AM to 4:00 PM. Effective January 1, 2025, the filed crew shall maintain regular hours of Monday through Friday 7:00 AM to 3:30 PM. Work hours, workdays and shifts can vary based on workload and business needs. Treatment Plant employees generally work Monday through Friday 7:00 AM to 3:30 PM. Upon reasonable notice to employees, the Authority may revert back to 7:30 AM to 4:00 PM.

9. *Article 8, Employee Benefits.*

Modify 3<sup>rd</sup> paragraph to include use of unpaid sick leave credits to pay retiree dental and vision premiums.

Employees may apply any unused sick leave credits to pay their portion of their health insurance ~~premiums.~~ including dental and vision premiums. At retirement, sick leave will be converted to a dollar amount based on the employee's rate of pay at retirement and used to pay the employee's health insurance contributions until the amount is exhausted. Once the amount is exhausted, the retiree will be required to submit payment to the Authority for each contribution within thirty (30) days of the Authority's payment of premium. Failure to make any premium contributions required herein shall result in the cancellation of the retiree's health insurance.

1/23/25

Dated: January \_\_\_, 2025

**CLIFTON PARK WATER AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: January \_\_\_, 2025

**CSEA, LOCAL 1000 AFSCME, AFL-CIO  
CLIFTON PARK WATER AUTHORITY  
UNIT #8472-00, SARATOGA COUNTY  
LOCAL 846**

By: \_\_\_\_\_

By: \_\_\_\_\_