CLIFTON PARK WATER AUTHORITY
BOARD MEETING

Tuesday, January 12, 2016
7:00 PM

AGENDA

Privilege of the Floor

Old Business

- BSP Cell Tower Lease Consulting Agreement
- CT Male Engineering Contract
- Kuhl – Hockey Hut Easement Issue
- Five-Year Capital Improvement Plan
- NYS Comptroller's Draft Audit Report

New Business

- Organizational Resolutions

Other Business

- Approve Minutes of December 8, 2015 Meeting

BENCH STRENGTH PARTNERS, INC.
EXCLUSIVE REPRESENTATION AGREEMENT
FOR LEASE OF, OR LICENSE TO USE MUNICIPAL PROPERTY

THIS EXCLUSIVE REPRESENTATION AGREEMENT ("Agreement"), dated as of the th day of _____, (the "Effective Date") between Bench Strength Partners, Inc. a corporation located at 26 First Street, Pelham, NY 10803 ("BSP") and the Clifton Park Water Authority ("CLIENT"), a public water authority of the State of New York having its principal office for the transaction of business at 661 Clifton Park Center Road, Clifton Park New York 12065.

The CLIENT hereby designates BSP as its sole representative and grants BSP the exclusive right to negotiate leases, licenses, lease buyouts or other agreements for the rental of space on CLIENT property for the placement of cellular antennas and related equipment based on the terms and conditions contained herein.

1. **TERM:** The term of this Agreement commences on the date of execution and will end on the 5th anniversary of such date. This Agreement may not be terminated unless a party breaches the agreement or until the second anniversary of the Effective Date. This Agreement may be terminated by CLIENT at any time after such second anniversary. In the event of such a termination, BSP shall be entitled to a fee, computed and payable in accordance with this Agreement, if the CLIENT concludes a new agreement or modification to an existing agreement for the placement of cellular antennas and related equipment within two (2) years from the date of such termination, provided that BSP has, during the first two years of this agreement, earned a fee as set forth in paragraph 5. In the event that CLIENT terminates this Agreement due to breach of a material provision of the Agreement by BSP, BSP shall not be entitled to any additional fees from CLIENT for leases under negotiation. However, BSP shall continue to be paid for any unpaid installments of leases for which the negotiations were completed prior to the date of the breach.

2. **SCOPE of AGREEMENT:** CLIENT appoints BSP as its sole and exclusive representative for the negotiation of leases, licenses, lease buyouts or other agreements for the rental of space on CLIENT property for the placement of cellular antennas and related equipment for the location(s) listed on Exhibit A. This agreement covers: (a) renewals on existing leases for cell carriers, (b) new leases for carriers that seek new or additional space on CLIENT property, and (c) renegotiation of existing leases should that occur outside the context of a lease renewal. BSP shall not be responsible for drafting the lease document. However, BSP will provide to client model lease agreements for CLIENT's counsel to consider, and it is agreed that the model lease agreements provided by BSP may be utilized by CLIENT's counsel in the drafting of a final lease agreement or any other form of agreement with respect to the tenant. BSP agrees to provide its model lease documents to the CLIENT's attorney upon the execution of this agreement and throughout the duration of this Agreement, and if any revisions or updates to the model lease agreement are made by BSP, BSP will promptly provide copies of such updates to CLIENT's counsel.

3. **BSP SERVICES:** BSP will provide its best efforts to negotiate leases acceptable to CLIENT. All lease proposals prepared by BSP, and all offers and counter offers received by BSP are subject to the CLIENT approval. CLIENT is not bound to accept leases negotiated by BSP If BSP reasonably determines that it is necessary, in its sole and absolute discretion, to retain other experts as part of the negotiation process, BSP will engage such experts at its own cost.

4. **CLIENT REFERRALS:** The CLIENT shall refer to BSP all inquiries and offers received by CLIENT regarding the lease including any offer to buy out the revenue stream from the lease or offer to lease any CLIENT property for the placement of cellular antennas and related equipment, regardless of whether the location of such offer is listed on Exhibit A. All negotiations for leases on locations listed on Exhibit A will be conducted solely by BSP or under BSP's direction, subject to CLIENT's review and final approval. BSP acknowledges however, that it is not entitled to any compensatory interest in any agreement the client may enter into pertaining to the sale or assignment of its lease to any third party, other than to have any remaining unpaid fees as provided in this Agreement accelerated and paid in a lump sum at the time of such assignment or sale.

5. **BSP FEES**: CLIENT agrees to compensate BSP, and BSP agrees to accept compensation for its services, based on the Fee Schedule included as part of this agreement as Exhibit B. CLIENT and BSP agree that the Fee Schedule is a success fee structure, and that no fee will be earned by BSP unless specific economic results are achieved, all as more particularly defined on Exhibit B. Notwithstanding the above, in the event that a tenant under a contract negotiated by BSP commits a material breach of such contract, or files a petition in bankruptcy, and as a result of such breach, or filing of the petition in bankruptcy, the CLIENT does not receive the rental revenue provided in such contract, then BSP agrees to waive any earned, but unpaid fees relating to that specific lease. BSP further agrees that in such an event, if BSP's fees paid by CLIENT exceed the amount of the additional rent received by CLIENT from the lease, then BSP shall refund to CLIENT an amount such that BSP's fee is equal to fifty percent of the additional rent received by the CLIENT, so that the economic values realized by BSP through its fee, and the CLIENT, through additional rent are equal.

6. **PROPERTY INFORMATION**: CLIENT acknowledges that BSP is not responsible to determine whether toxic or hazardous wastes, substances, or levels of radio frequency emissions or undesirable materials or conditions currently exist or that could potentially exist in the future at the locations listed on Exhibit A. CLIENT acknowledges that it is solely CLIENT's responsibility to conduct investigations to determine the presence of such materials or conditions.

7. **INSURANCE**:

    a. Insurance Requirements. BSP shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below:

        i. Comprehensive General Liability with limits no less than $1,000,000 combined single limit per occurrence, including but not limited to, bodily injury and property damage, Facilities and products/completed operations liability, contractual liability, and independent contractors liability.
        ii. Business Automobile Liability with limits no less than $1,000,000 each occurrence including leased automobile liability and non-owned and hired automobile liability.
        iii. Workers' Compensation Coverage in statutory amounts with "all states" endorsement including Employees Liability Insurance in limits of $100,000 per employee.
        iv. Employee dishonesty insurance on all of its employees in an amount of not less than $250,000 for each occurrence.

b. Requirements for All Insurance. All insurance required in this paragraph shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of New York and with companies or underwriters satisfactory to the CLIENT.
c. Additional Insureds. The CLIENT shall be named as additional insured on each of the BSP's policies above except the Workers' Compensation policy.
d. Insurance Primary. All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by CLIENT.
e. Insurance Certificate. Certificates showing that BSP is carrying the above-described insurance in the specified amounts shall be furnished to CLIENT prior to the execution of this Agreement, and a certificate showing continued maintenance of such insurance shall be filed with CLIENT during the term of this Agreement. Failure of BSP to provide the required certificates of insurance does not invalidate or eliminate any of the insurance requirements contained herein or relieve BSP from any responsibility to carry the required types and amounts of insurance.
f. Notice of Change or Cancellation. The certificates shall provide that the policies shall not be changed or canceled during the life of this Agreement without at least thirty (30) days' advanced notice being given to CLIENT. Failure to give such notice to CLIENT shall render any such change or changes in said policy or coverages ineffective as against CLIENT.
g. ACORD Form. The use of an "ACORD" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by CLIENT Attorney's Office.
h. Disclaimer. CLIENT does not represent or guarantee that these types or limits of coverage are adequate to protect the BSP's interests and liabilities. It shall be the obligation and responsibility of BSP to insure, as it deems prudent, its own personal property, against damage. The CLIENT does not have insurance coverage for BSP's property and CLIENT expressly disclaim any and all liability for any and all losses, damage and/or claims to personal possessions of BSP.

8. **INDEMNITY**. BSP shall defend, indemnify and hold CLIENT and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the BSP's a) breach of this agreement or b) its negligence or misconduct or that of its experts, agents or contractors in performing the Services hereunder or c) any claims arising in connection with BSP's employees, agents, experts or contractors, or d) the use of any materials supplied by the BSP to the CLIENT unless such material was modified by CLIENT and such modification is the cause of such claim. This Paragraph shall survive the termination of this Agreement for any reason. CLIENT has the discretion and absolute right to choose to enter or not to enter into any new or modified lease agreements. BSP does not guaranty any future lease revenue amounts, as that is specifically conditioned on the terms of any lease agreements accepted by CLIENT. Accordingly, this indemnification shall not be construed to include any loss from the decline of lease revenue that may occur in the future. The CLIENT has the sole right to determine whether or not to enter into any new or modified lease agreement. While BSP does not guarantee future lease revenue payments, as provided in paragraph 5 above, in the event of tenant under a contract negotiated by BSP commits a material breach of such contract, or files a petition in bankruptcy, and as a result of such breach, or filing of the petition in bankruptcy, the CLIENT does not receive the rental revenue provided in such contract, then BSP agrees that in such an event, if BSP's fees paid by CLIENT exceed the amount of the additional rent received by CLIENT from the lease, then BSP shall refund to CLIENT an amount such that BSP's fee is equal to fifty percent of the additional rent

received by the CLIENT, so that the economic values realized by BSP through its fee, and the CLIENT, through additional rent are equal.

9. **DATA, RECORDS AND INSPECTION**.

a. The CLIENT agrees that it will make available all pertinent information, data and records under its control for BSP to use in the performance of this Agreement, or to assist BSP wherever possible to obtain such records, data and information.
b. Records shall be maintained by BSP in accordance with requirements prescribed by the CLIENT and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
c. To the extent applicable to the compensation provisions of this Agreement, BSP will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
d. BSP shall be responsible for furnishing to the CLIENT records, data and information as the CLIENT may require pertaining to matters covered by this Agreement.
e. BSP shall ensure that at any time during normal business hours and as often as the CLIENT may deem necessary, there shall be made available to the CLIENT for examination, all of its records with respect to all matters covered by this Agreement BSP will also permit the CLIENT to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement to the extent applicable to the compensation provisions of this Agreement,
f. All records provided to BSP shall remain property of the CLIENT and shall be returned to the CLIENT upon the termination of this agreement or upon request.

10. BSP REPRESENTATION AND WARRANTIES.

BSP represents and warrants that:

a. BSP and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
b. BSP and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the CLIENT and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
c. BSP has complied or will comply with all legal requirements applicable to it with respect to this Agreement. BSP will observe all applicable laws, regulations, ordinances and orders of the United States, State of New York and agencies and political subdivisions thereof.
d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the BSP is a party or by which it is bound, or

result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the BSP contrary to the terms of any instrument or agreement.

e. There is no litigation pending or to the best of the BSP's knowledge threatened against BSP affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the BSP to perform its obligations hereunder.
f. BSP will not, without the prior written consent of the CLIENT, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.
g. BSP representatives are Independent Contractors to BSP and are not employees of the Client for purposes of any tax withholding requirements, workers compensation requirements or disability insurance coverage.

11. **OTHER CLIENTS:** BSP believes that each location is unique and that no conflicts of interest currently exist or will arise in the future. However, it is possible that BSP could be engaged to represent a landlord other than CLIENT in the same geographic area of a CLIENT location that is listed on Exhibit A. If that were to occur, BSP will notify CLIENT of that potential conflict and request the CLIENT to consent to BSP's representation of such other landlord unless:

    a. the location for the other landlord is greater than 2 miles from a CLIENT location listed on Exhibit A; OR
    b. the location for the other landlord is within 2 miles from a CLIENT location listed on Exhibit A, but the representation agreement between BSP and such other landlord is executed after CLIENT's lease for CLIENT's location has been executed, and provided further that the leases for such other landlord are not scheduled to expire within 12 months of a future lease expiration on CLIENT's location(s) listed on Exhibit A.

    BSP and CLIENT agree that situations covered by subparagraphs (a) and (b) within this section 11 are deemed not to present a conflict of interest.

    BSP also agrees that it will not accept representation of another landlord within 2 miles of any of the CLIENTS location(s) listed on Exhibit A, without consent of CLIENT, until any negotiation of CLIENTS contracts which are then ongoing for renewal or modification has been concluded as evidenced by a new agreement or modification of an existing agreement.

12. **AUTHORITY**: CLIENT represents to BSP that it has the authority to enter and sign this Agreement. The individuals signing this Agreement represent that they are authorized signatories of CLIENT.

13. **PROFESSIONAL ADVICE:** BSP recommends that CLIENT obtain legal, tax, or other professional advice relating to this Agreement and the leases that may result from services rendered pursuant to this Agreement.

14. **SURVIVAL:** This Agreement is binding upon the parties hereto and their respective successors and assigns.

15. **MISCELLANEOUS**: Unless the context clearly indicates the contrary, words in this Agreement used in this singular number shall include the plural number and words in this Agreement used in the plural number shall indicate the singular number. This Agreement shall be governed by the laws of the State of New York without giving effect to said State's principles of conflicts of law.

16. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between CLIENT and BSP and supersedes all prior discussions. No modification of this Agreement will be effective unless made in writing and signed by both CLIENT and BSP. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective parties thereto. BSP will not assign this Agreement without the consent of CLIENT, which consent shall not be unreasonably withheld.

17. **NOTICES:** Notices to CLIENT and BSP shall be delivered to the addresses noted below.

Bench Strength Partners, Inc.
26 First Street
P. O. Box 8581
Pelham, NY 10803

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

Executed, this th day of

BENCH STRENGTH PARTNERS, INC.	CLIFTON PARK WATER AUTHORITY
BY: _____	BY: _____
Name: _____	Name: _____
Title: _____	Title: _____

BENCH STRENGTH PARTNERS, INC.
EXCLUSIVE REPRESENTATION AGREEMENT
FOR LEASE OF OR LICENSE TO USE MUNICIPAL PROPERTY

EXHIBIT A – SCHEDULE OF LOCATIONS

This Exhibit A to the agreement dated , ("Agreement") between The Clifton Park Water Authority ("CLIENT") and Bench Strength Partners, Inc. ("BSP") describes the location(s) for which the CLIENT has designated BSP to act as CLIENT's Exclusive Representative.

LOCATION(S):

Elevated Water Tank located at 36 Boyack Road, Clifton Park NY, 12065
Elevated Water Tank "Knoll Top Water Tank" located at 51 Castle Pines Drive, Clifton Park NY, 12065

BENCH STRENGTH PARTNERS, INC.
EXCLUSIVE REPRESENTATION AGREEMENT
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EXHIBIT B – FEE SCHEDULE

This Exhibit B to the agreement dated , 20 ("Agreement") between Clifton Park Water Authority ("CLIENT") and Bench Strength Partners, Inc. ("BSP") describes the conditions upon which a fee will be earned by BSP and the terms concerning the timing of payment of such fee.

1. **FEE SCHEDULE:** BSP shall earn a fee for providing the services described in the Agreement, but only if such services result in an executed lease or lease amendment between CLIENT and a Tenant. Fees are earned only on the Increased Rent to be paid to CLIENT by Tenant: (a) over the Term of the new lease or (b) the term of the lease amendment or (c) the remaining term of an existing lease, the financial terms of which have been modified, or (d) on the value or increased value of termination provisions, as the case may be. The Term of the new lease or the lease amendment is the initial fixed term as defined in the lease or amendment. Renewal options or extensions of the new lease are discussed in paragraph 2 below. The "Increased Rent" is defined as the total rent or license fee scheduled to be paid over the Term of the new lease or license agreement plus any additional monetary enhancements discussed in paragraph 6 below, minus the Baseline Rent, defined as the product of (i) the annual rental (or license fee) in effect at the conclusion of the existing lease or license agreement or the amount of such annual rent scheduled to be paid in the current year in the case of an amendment and (ii) the term, in years, of the new lease or license agreement, or the remaining years of an amended lease. The Fee Percentages applied to the Increased Rent shall be those on the schedule below. The Fee Percentages within each range of increased rent shall be applicable only to the Increased Rent within that range of percentage increases.

Increased Rent		BSP Fee
From	Up To	Percentage
0%	20%	0%
20.01%	30%	15%
30.01%	40%	20%
40.01%	50%	25%
50.01%	or above	30%

For example, if a new lease was executed and the Increased Rent was 20%, no fee would be earned. If the Increased Rent were 35%, the fee earned by BSP would be the sum of (i) the BSP Fee Percentage (20%) applied to the Increased Rent between 30% and 40%, plus (ii) the BSP Fee Percentage (15%) applied to the Increased Rent between 20% and 30%

2. **RENEWAL OPTIONS:** If the new lease contains options to renew for additional terms, BSP shall earn a fee for such renewal terms and such fee will be computed in accordance with paragraph 1 above, as if the renewal term was a part of the original fixed term. However, such fee shall only be earned upon exercise of such renewal, and will be payable to BSP according to the payment provisions in paragraph 7. CLIENT agrees to notify BSP of any decision by a Tenant to exercise a renewal option.

3. **REPLACEMENT TENANTS**: In the event that BSP negotiates a lease with a new Tenant and such Tenant replaces the space leased by an existing Tenant that elects not to renew their lease, BSP shall earn a fee on the lease with the Replacement Tenant on the same terms as described in paragraph 1 above, and in such event the Baseline Rent shall be based on the rent of the Tenant that is being replaced by the new Tenant.

4. **ADDITIONAL TENANTS**: (a) In the event that BSP negotiates a lease with a Tenant not currently leasing space on a particular CLIENT property or is on the CLIENT property but not currently paying any rent and such Tenant is in addition to and not in replacement of an existing Tenant, BSP shall earn a fee for negotiating such lease based on the same terms as described in paragraph 1, and in such event the Baseline Rent shall be based on the average of the annual rents ("Average Annual Rent") then in effect for all other leases at the subject location for the year immediately preceding the commencement of the lease for the new tenant, except that any leases then in effect that have been entered into as a result of the services provided by BSP pursuant to this Agreement, shall be ignored and the annual rental of leases in effect at the specific location prior to leases resulting from services provided by BSP shall be used in calculating such Average Annual Rent. (b) In the event BSP is asked by CLIENT to negotiate a new agreement with a Tenant at a location which is not currently listed on Exhibit A, BSP shall earn a fee for negotiating such lease based on the same terms as described in paragraph 1, and in such event the Baseline Rent shall be based on the average of the annual rents ("Average Annual Rent") then in effect for all other leases at the locations listed on Exhibit A, for the year immediately preceding the commencement of the lease for the new tenant except that any leases then in effect that have been entered into as a result of the services provided by BSP pursuant to this Agreement shall be ignored and the annual rental of leases in effect at the specific location prior to leases resulting from services provided by BSP shall be used in calculating such Average Annual Rent. In the event CLIENT does not currently have any leases nor has CLIENT had any leases in the previous 3 years then the Baseline Rent shall be based upon the average of leases in the BSP database within a 5 mile radius of the site of the new lease or license agreement. The radius of the new site will be increased in 5 mile radius increments until at least a total of 6 leases are obtained. Any leases then in effect that have been entered into as a result of the services provided by BSP shall be excluded from this average computation. If the BSP database contains no leases as the radius is expanded up to 25 miles then BSP will proceed to obtain such leases from municipalities with in such area and upon obtaining a total of 6 leases, BSP will use those leases average as the Baseline Rent.

5. **CANCELLATION CLAUSES:** In the event that CLIENT has the right to cancel a lease at a time subsequent to the execution of the lease, BSP shall be paid a fee for the entire lease term (excluding renewal options) as though such right to cancel did not exist.

6. **ENHANCED REVENUE:** In calculating the fees pursuant to paragraph 1 above, the increased rent shall include all incremental revenue to which CLIENT is entitled that either stems from lease provisions that were not present in the existing lease, or relate to increased revenue terms for lease provisions that were present in the existing lease. In the case that BSP's review of the lease terms and the payment history under such lease terms determines that there are unpaid or underpaid rents or fees due to the CLIENT, which have not been paid in the previous 3 months BSP shall be entitled to 25% of all such unpaid or underpaid rents which BSP collects on behalf of the CLIENT. The payment for such collections will not be considered as increased rents, as defined in section 1 of this agreement and the 25% fee will be paid within 30 days of the receipt of the past due payments to the CLIENT

7. **TIME OF PAYMENT:** Fees earned by BSP pursuant to this Agreement shall be earned upon execution of the lease or lease amendment, or upon exercise of any renewal options. In the case of a new lease, lease amendment or lease renewal, CLIENT shall pay BSP its fee by allocating seventy five percent (75%) of the enhanced revenues scheduled to be received by CLIENT under the lease until the fee computed pursuant to paragraph 1 has been fully paid. The first such payment shall be made within 30 days of the receipt of the amounts paid pursuant to the terms of the new lease or lease amendment. Additional payments shall be made on each anniversary of the date of the date of Lease Execution until the total fee earned by BSP has been paid. In the case of a renewal option, such fee shall be paid in the same manner as a new lease or lease renewal described above.

ACCELERATION: In the event that CLIENT enters into a transaction to assign the lease or the cash flows stemming from this lease to a third party, any remaining fee then due to BSP shall be accelerated and paid in full as of the effective date of any such assignment. If such payments include renewal periods, which have not yet been exercised, but which are included in the transaction for the sale of such rights, then the BSP fee due for such renewal will also be due as of the effective date of any such assignment. Such renewal fee payment due BSP will be subject to the same discount rate utilized in arriving at the discounted rents.

Energy rate assumed at $0.104/kWh

Round Lake Road Pump Station Energy Cost

Design Pump GPM	3509	gpm
Design Pump TDH	116	ft
Operating GPM	3500	gpm
Operating Max TDH	115	ft
Motor HP	125	hp
Pump Efficiency	83.00%	
HP at which motor is running	123	hp
Motor Efficiency	94.50%	
Drive Efficiency	100.00%	
Daily Operation (Average)	12	hrs/day
Existing Energy Usage	423,422	kWh/yr
Existing Demand	97	kW
Current Operating Costs	$ 43,959	$/Year

Eastline Road PS Upgrades

Design Pump GPM	4800	gpm
Design Pump TDH	90	ft
Operating GPM	4800	gpm
Operating Max TDH	90	ft
Motor HP	200	hp
Pump Efficiency	72.60%	
HP at which motor is running	150	hp
Motor Efficiency	93.00%	
Drive Efficiency	100.00%	
Daily Operation (Average)	12	hrs/day
Existing Energy Usage	527,719	kWh/yr
Existing Demand	120	kW
Current Operating Costs	$ 54,787	$/Year

Total for both pump stations: ***$98,746***

January 13, 2016

Mr. Scott Messineo
Principal Examiner
NYS Office of the State Comptroller
Division of Local Government and School Accountability
One Broad Street Plaza
Glens Falls, NY 12801

Re: Clifton Park Water Authority Water Charges
Audit Report Number: 2015M-247

Dear Mr. Messineo:

The Clifton Park Water Authority Board of Directors has reviewed the audit report from your office. We appreciate the comments and suggestions that you have provided and are pleased to see only minor findings and suggestions in the report, all of which have already been addressed, either during the audit process, or immediately following its completion. The following is a list of the recommendations and the corresponding CPWA corrective action:

1. Suggestion: Ensure that an individual independent of the billing process reviews the billing registers and exception reports.

   Response: The Business Manager is now reviewing all billing registers and exception reports generated by the Billing Clerk.

2. Suggestion: Routinely compare the amounts collected as recorded on manual receipts to the amounts deposited and investigate and resolve any discrepancies.

   Response: The CPWA has replaced its duplicate receipt book with a triplicate book and all cash payments are accompanied by a copy of the receipt for processing by the appropriate employee. Cash deposits are then reconciled to the receipt amounts at the time of deposit. This ensures that all cash payments are recorded and deposited correctly.

3. Suggestion: Ensure that cash is deposited in a timely manner.

   Response: Cash is now deposited in the bank no less than twice a week.

4. Suggestion: Ensure that cash is physically secured prior to deposit and that access to cash is limited.

   Response: Cash is now kept in a lock box in the office safe.

5. Suggestion: Evaluate employee job descriptions and assign billing and collection software access rights to match their respective job functions.

   Response: Software access rights have been reviewed and modified accordingly.

6. Suggestion: The Board should designate an individual that is not involved in the process of financial transactions as the Authority's billing and collection software administrator.

   Response: The Board has designated the Authority Administrator as the billing and collection software administrator and the corresponding change has been made within the software establishing the Authority Administrator as the sole individual with control over employee access rights.

The CPWA would like to acknowledge the professionalism and courtesy shown by the auditors from your office throughout the process. Their suggestions have helped the CPWA to further tighten our internal controls and reduce our exposure to fraudulent activities.

Should you have any further comments or suggestions, please do not hesitate to contact me at your convenience.

Sincerely,

Helmut Gerstenberger
CPWA Board Chairman