

**CLIFTON PARK WATER AUTHORITY
BOARD MEETING**

**Wednesday July 15, 2020
3:00 PM**

AGENDA

Old Business

- Project to Increase Capacity from SCWA
- Community Solar Proposal
- Knolltop Water Storage Tank Refurbishment
- General Legal Services RFP
- SCWA Purchase Agreement Renewal

New Business

- Approve Investment Policy
- Project to Investigate Capacity Improvements in Preserve

Other Business

- Approve Minutes of June 18, 2020 Meeting

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



July 13, 2020

Don Austin, Administrator
Clifton Park Water Authority
661 Clifton Park Center Road
Clifton Park, NY 12065

Re: *Contract Award Recommendation*
Knolltop Tank 300,000 Gallon Hydropillar Rehabilitation Project
CTMA Project No. 20.0172

Dear Mr. Austin:

Bids were opened on July 8, 2020 for the above referenced project. A total of seven (7) bids were received, as noted on the enclosed bid summary. The bids were reviewed for accuracy and conformance with the bid requirements. The apparent low bidder, Pittsburg Tank & Tower Maintenance Co., Inc. was verified and deemed to be acceptable.

Based upon documentation provided with their bid, and a review of references for prior water tank rehabilitation projects, we recommend that the Clifton Park Water Authority award the project to Pittsburg Tank & Tower Maintenance Co., Inc., for their bid price of \$524,015.00.

Please feel free to call me at 518.786.7651 should you have any questions in this matter.

Sincerely,

C.T. MALE ASSOCIATES

Kathryn C. Serra, P.E.
Project Manager

Encl: Bid Summary

cc: Patrick Heltsley, Pittsburgh Tank and Tower

Clifton Park Water Authority

Resolution # _____, 2020

Amending Resolution # 25, 2019

Award Contract for Knolltop Water Storage Tank Refurbishment

WHEREAS, the Clifton Park Water Authority (CPWA) has received bids for the refurbishment of the Knolltop Water Storage Tank in accordance with specifications created by CT Male Associates, and

WHEREAS, the CPWA has received sealed bids for the work, as well as a recommendation of award from CT Male Associates, and

WHEREAS, the low bidder was Pittsburg Tank and Tower Group, whose bid was \$524,015, and

WHEREAS, the Clifton Park Water Authority Board of Directors passed Resolution #25, 2019 adopting the Capital Budget for 2020, now therefore be it

RESOLVED, that the Clifton Park Water Authority hereby awards the bid for the refurbishment of the Knolltop Water Storage Tank to Pittsburg Tank and Tower Group, in the amount of \$524,015, and amends the 2020 Capital Budget to include a line item of the same amount for the work.

Motion By: _____

Seconded By: _____

Roll Call Vote:

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

BID OPENING REPORT



C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture,
Landscape Architecture & Geology, D.P.C.
50 Century Hill Drive
Latham, NY 12110

Project Name: Knolltop Tank Rehabilitation Project		Project Number: 20.0172	
Location: Clifton Park Water Authority		Sheet 1 of 1	
Bid Opening Time and Date: 2pm, Wednesday July 8, 2020		Recorded By: Kathryn Serra	
Location: Clifton Park Water Authority		Checked By:	
Name of Contract:		Date: 7/8/2020	
Name of Bidder	Bid Results		Addenda Rec'd
	Base Bid	Bid Bond	
Alpine Painting and Sandblasting Contractors	\$778,100**	x	x
Amstar of Western NY	\$658,500	x	x
Atlas Painting	\$709,500	x	x
<i>Pittsburg Tank and Tower Group</i>	<i>\$524,015 Apparent Low Bidder</i>	<i>x</i>	<i>x</i>
Worldwide Industries Corp.	\$531,720	x	x
Utility Service Corp.	\$848,900	x	
** Bid received after 2 pm on 7/8/2020			

Clifton Park Water Authority

Resolution # _____, 2020

Approve Engagement Agreement with Trainor Law PLLC

WHEREAS, the Clifton Park Water Authority sent out a Request for Proposal to a number of local law firms for the ongoing performance of general legal services on behalf of and in service to the CPWA, and

WHEREAS, after reviewing proposals from several law firms, the CPWA wishes to engage with Trainor Law PLLC for general legal services, now therefore be it

RESOLVED, that the Clifton Park Water Authority Board of Directors hereby wishes to enter into an engagement agreement, as attached, with Trainor Law PLLC and authorizes the CPWA Chairman to execute all necessary documents to implement this agreement.

Motion to Accept: _____ Seconded: _____

Roll Call Vote:

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

TRAINOR LAW PLLC
ATTORNEYS AT LAW
2452 US ROUTE 9, SUITE 203, MALTA, NY 12020
PH: 518-899-9200/FAX: 518-899-9300

James P. Trainor, Esq., Principal
Ryan P. Pezzulo, Esq., Associate
Elizabeth A. Marcuccio, Esq., CPA, Of Counsel

Marci K. Chadwick, Paralegal
Courtney V. Densmore, Paralegal
www.trainor-lawfirm.com

Engagement Agreement

This Agreement is between the Clifton Park Water Authority (hereinafter, the “CPWA”), and James P. Trainor, Esq. (hereinafter “Attorney”) and the law firm of Trainor Law PLLC (hereinafter, the “Firm”) for the period of July 1, 2020 through June 30, 2024.

The CPWA has appointed Trainor and the law firm to be the attorneys for the CPWA. In this capacity, the Attorney and the Firm will provide the following reoccurring legal services to the CPWA Board: review of agenda materials for Board meetings, preparation of resolutions, communications and conferences with Board members related to agenda items, and attendance of Board meetings.

Additional legal services will be provided related to litigation involving representation of the CPWA or of CPWA officials acting in their official capacity; preparation of applications and regulations; preparation of contracts; real estate conveyances in which the CPWA transfers or acquires real estate or easements; representation of the CPWA in enforcement proceedings and administrative hearings; representation with regard to special districts and capital projects; all Court and Agency proceedings, legal research, legal opinions, application and project reviews, communications, meetings and conferences and such other matters as may be required by or on behalf of the CPWA Board. Expressly excluded from the scope of our engagement will be any bond-related legal work.

Legal services shall be billed hourly on a monthly basis. The hourly rates for professional services rendered to or on behalf of the CPWA which are not reimbursable to the CPWA by another person or entity shall be as follows: \$200.00 per hour for the services of any attorney of the firm and \$100.00 per hour for the separate services of any paralegal or legal assistant of the firm. The regular hourly rates for professional services rendered to or on behalf of the CPWA which are payable by a third party or which are reimbursable to the CPWA by another person or entity, such as for project reviews, shall be as follows: \$300.00 per hour for any attorney of the firm and \$150.00 per hour for the separate services of any paralegal or legal assistant of the firm.

It is understood and agreed that James P. Trainor will be in charge of and responsible for the administration of these matters, but specific assignments may be made to another attorney, paralegal or legal assistant of the firm in accordance with the level of service required. It is the policy of the firm to assign a task to the individual most competent to undertake the particular task at the lowest hourly rate. Such assignments will be made at the discretion of the firm.

The Firm shall provide the CPWA with an invoice and voucher (if required) on a monthly basis for payment. Itemized invoices and vouchers for the hourly legal services will be sent on a monthly basis to the Administrator. It is agreed that the invoices and vouchers for legal services are to be paid within 30 days of being submitted to the CPWA.

In addition to the foregoing, the CPWA’s responsibilities will include direct payment or reimbursement to the Attorney or the Firm for disbursements advanced on the CPWA’s behalf. These

Engagement Agreement

Page 2

disbursements include, but are not necessarily limited to, title searches and insurance, appraisers, professional consultants, court filing fees, recording fees, charges of process servers, necessary travel/lodging expenses, copying costs, publishing and mailing expenses, messenger services, transcripts, printing of appellate briefs and records, outsourced secretarial, stenographic or transcription services and expert or witness fees, as needed.

The Attorney and the law Firm may seek, on the CPWA's behalf, depending upon the circumstances of the matter, recovery of the legal fees and disbursements expended by the CPWA. In the event the Attorney or Firm shall be successful in whole or in part recovering monies, the Attorney/Firm shall refund to the CPWA the amount recovered less any outstanding amounts owed to the firm. The Attorney / Firm shall retain a lien on any files for which there remains an unpaid balance.

The CPWA agrees to submit fee disputes, if any, to arbitration pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, and agrees that its consent to arbitration of fee disputes is knowing and informed and that it has had the opportunity to have this fee agreement reviewed by independent counsel. You acknowledge that you have read the official written instructions and procedures for Part 137 and that you on behalf of the CPWA agree to resolve fee disputes under this Part. A true copy of Part 137 is available at www.nycourts.gov/admin/feedispute.

In the event fee arbitration is conducted, you and we agree to be bound by the decision of the arbitrator(s) and further agree to waive our respective rights to reject the arbitrator(s) award by commencing an action on the merits (trial de novo) in a Court of Law within 30 days after the arbitrator(s) decision has been mailed. Both you and we understand we are not required to waive our right to seek a trial under Part 137.

Dated: July ____, 2020

Clifton Park Water Authority

James P. Trainor, Esq. and
Trainor Law PLLC

By: _____
Helmut Gerstenberger, Chairman

By: _____
James P. Trainor, Esq., Principal



A **motion** was made by Mr. _____ to adopt the Investment Policy; seconded by Mr. _____.

RESOLUTION # _____, 2020 – ADOPTING CPWA INVESTMENT POLICY

RESOLVED, that the Clifton Park Water Authority Board of Directors hereby approves the policy with regard to the investment of Authority funds as attached.

Roll Call Vote:

Mr. Gerstenberger	-
Mr. Ryan	-
Mr. Peterson	-
Mr. Taubkin	-
Mr. Butler	-

CLIFTON PARK WATER AUTHORITY AND SUBSIDIARIES

INVESTMENT POLICY

The objectives of the investment policy of the Clifton Park Water Authority (Authority) and Subsidiaries are to minimize risk, to ensure that investments mature when the cash is required to finance operations, construction schedules and debt service payments, and to ensure a competitive rate of return. In accordance with this policy, the Authority Administrator is hereby authorized to invest all funds, exclusive of those held by the bond trustee(s) in accounts directly related to the Authority's bond obligations, in:

1. Direct obligations of the United States of America,
2. Securities fully and unconditionally guaranteed by the United States of America,
3. Direct obligations of any state of the United States of America or any subdivision or agency thereof,
4. Federal funds, certificates of deposit, time deposits, or bankers' acceptances of any domestic bank authorized to do business in New York State,
5. Investment in money market funds,
6. Time deposit accounts in a bank or trust company authorized to do business in New York State.

All investments made pursuant to this investment policy shall comply with the following conditions:

1. Collateral

- a. Certificates of deposit and time deposit accounts shall be fully secured by insurance of the Federal Deposit Insurance Corporation, obligations of New York State, obligations of the United States, obligations of federal agencies with principal and interest which are guaranteed by the United States or obligations of New York State local governments. Collateral shall be delivered to the custodial bank with which the Authority has entered into a custodial agreement. The market value of the collateral shall at all times equal or exceed the principal amount of the certificate of deposit or balance of the time deposit accounts.
- b. Collateral shall not be required with respect to the direct purchase obligations of New York State, obligations of the United States, and the obligations of federal agencies with principal and interest of which are guaranteed by the United States government.

2. Delivery of securities

Payment shall be made by or on behalf of the Authority for obligations of New York State, obligations the principal and interest of which are guaranteed by the United States. United States obligations, certificates of deposits, and other purchase securities upon the delivery thereof to the custodial bank, or in the case of a book-entry transactions, when the purchased securities are credited to the custodial bank's federal reserve system account. All transactions shall be confirmed in writing.

3. Written contracts

Written contracts are required for certificates of deposit, and custodial undertakings. With respect to the purchase of obligations of the United States, New York State, or other governmental entities, etc., in which monies may be invested, the interest of the Authority will be adequately protected by conditioning payment on the physical delivery of purchased securities to the Authority or custodian, or in the case of book-entry transactions, on the crediting of purchases security to the custodian's federal reserve system account. All purchases will be confirmed in writing to the Authority.

It is therefore the policy of the authority to require written contracts as follows:

- a. Written contracts shall be required for the purchase of all certificates of deposit.
- b. A written contract shall be required with the custodial bank.

4. Designation of custodial bank

KeyBank and BNY Mellon, chartered by the State of New York, are designated to act as custodial banks of the Authority's investments. However, securities may not be purchased through a repurchase agreement with the custodial bank.

5. Investment of Bond Obligations and Bond Reserve Funds

Investment of bond obligations and bond reserve funds are subject to the limitations and guidelines set forth in the Water System Revenue Bond Resolution, Article 1, Section 1.01 under "Authorized Investments", Section 6.03 "Investment of Certain Funds" and Section 6.04 "Valuation or Sale of Investments", adopted November 16, 1993.

6. Financial strength of institutions

All trading partners must be credit worthy. Their financial statements must be reviewed at least annually by the Authority Administrator, or the Authority Administrator may use credit rating agencies or credible online rating services to determine satisfactory financial strength of trading partners. Concentration of investments in financial institutions should be avoided.

Investments in time deposits and certificates of deposit are to be made with banks or trust companies. Their annual reports must be reviewed by the Authority Administrator to determine satisfactory financial strength.

When purchasing eligible securities, the seller shall be required to deliver the securities to the custodial bank.

7. Operations audit and reporting

The Authority Administrator or Business Manager shall authorize the purchase or sale of all securities and execute contracts for certificates of deposit on behalf of the Authority. Oral directions concerning the purchase or sale of securities shall be confirmed in writing. The Authority shall pay for purchased securities upon the delivery or book entry thereof.

The Authority will encourage the purchase and sale of securities and certificates of deposit through a competitive or negotiated price involving telephone solicitation of at least three bids for each transaction.

At the time independent auditors conduct the annual audit of the accounts and financial affairs of the Authority, the independent auditors shall audit the investments of the Authority for compliance with provisions of these investment guidelines.

Within 120 days of the end of the fiscal year, the Authority Administrator or Business Manager shall prepare and submit to the Board of the Authority, or designated committee thereof, an annual investment report, recommendations for change in these investment guidelines, the results of the annual independent audit, the investment income record, a list of total fees, commissions, or other charges (if any) paid to the custodial bank, and such other matters as the Authority Administrator or Business Manager deems appropriate. The Board of the Authority shall review and approve the annual investment report if practicable at its May meeting.

At least annually, and if practicable, at the May meeting of the Board of the Authority, the members shall review and amend, if necessary, these investment guidelines.

The provisions of these investment guidelines and any amendments hereto shall take effect prospectively and shall not invalidate the prior selection of any custodial bank or prior investment.