



## CLIFTON PARK WATER AUTHORITY BOARD MEETING

Thursday, November 19, 2020  
4:00 PM

### AGENDA

#### Old Business

- Project to Increase Capacity from SCWA
- Knolltop Water Storage Tank Refurbishment
- SCWA Purchase Agreement Renewal
- Project to Investigate Capacity Improvements in Preserve
- Verizon Request for Installation of Telecommunications Tower at Boyack WTP

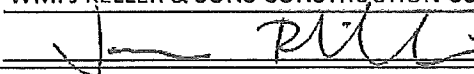
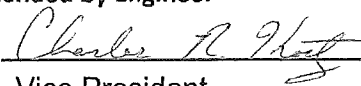
#### New Business

- HRA Administration
- CPWA Fee Schedule Modifications
- Resolution on the Adequacy of the Rates to Sufficiently Comply with the Rate Covenant

#### Other Business

- Approve Minutes of October 15, 2020 Meeting

**Contractor's Application for Payment**

<b>Owner:</b> <u>CLIFTON PARK WATER AUTHORITY</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>C.T. MALE ASSOCIATES</u>	<b>Engineer's Project No.:</b> <u>18.8053</u>
<b>Contractor:</b> <u>WM. J KELLER &amp; SONS CONSTRUCTION CORP</u>	<b>Contractor's Project No.:</b> <u>20-20</u>
<b>Project:</b> <u>CPWA Interconnect with SCWA</u>	
<b>Contract:</b> <u>General Construction</u>	
<b>Application No.:</b> <u>1</u> <b>Application Date:</b> <u>10/29/2020</u>	
<b>Application Period:</b> From <u>10/1/2020</u> to <u>10/31/2020</u>	
<hr/>	
1. Original Contract Price	\$ 1,000,000.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 1,000,000.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 121,149.75
5. Retainage	
a. 5% X \$ 121,149.75 Work Completed =	\$ 6,057.49
b. 5% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 6,057.49
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 115,092.26
7. Less previous payments (Line 6 from prior application)	\$ -
8. Amount due this application	\$ 115,092.26
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 884,907.74
<hr/>	
<b>Contractor's Certification</b>	
The undersigned Contractor certifies, to the best of its knowledge, the following:	
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;	
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and	
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
<hr/>	
<b>Contractor:</b> <u>WM. J KELLER &amp; SONS CONSTRUCTION CORP.</u>	
<b>Signature:</b> <u></u>	<b>Date:</b> <u>10/29/2020</u>
<hr/>	
<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u></u>	<b>By:</b> _____
<b>Title:</b> <u>Vice President</u>	<b>Title:</b> _____
<b>Date:</b> <u>11/17/2020</u>	<b>Date:</b> _____
<hr/>	
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

<b>Owner:</b>	CLIFTON PARK WATER AUTHORITY	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	C.T. MALE ASSOCIATES	<b>Engineer's Project No.:</b>	18.8053
<b>Contractor:</b>	WM. J. KELLER & SONS CONSTRUCTION CORP	<b>Contractor's Project No.:</b>	20-20
<b>Project:</b>	CPWA Interconnect with SCWA		
<b>Contract:</b>	General Construction		

Application No.: 1		Application Period:		From		10/01/20		to		10/31/20		Application Date:		10/29/20	
A	B	C	D	E	F	G	H	I							
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)							
			(D + E) From Previous Application (\$)	This Period (\$)											
Original Contract															
1	GENERAL CONDITIONS	24,147.00		6,036.75		6,036.75	25%	18,110.25							
2	EROSION & SEDIMENT CONTROL	5,877.00		2,938.50		2,938.50	50%	2,938.50							
3	TESTING	6,009.00		600.90		600.90	10%	5,408.10							
4	TEST PITS	3,252.00		1,626.00		1,626.00	50%	1,626.00							
5	BUILDING EXCAVATION & SUPPORT	86,112.00		86,112.00		86,112.00	100%	-							
6	BUILDING FOUNDATION	52,968.00		23,835.60		23,835.60	45%	29,132.40							
7	BUILDING BACKFILL	4,159.00		-		-	0%	4,159.00							
8	BOOSTER PUMP STATION	475,495.00		-		-	0%	475,495.00							
9	INTERIOR PLUMBING	161,801.00		-		-	0%	161,801.00							
10	16" WATER	22,896.00		-		-	0%	22,896.00							
11	24" WATER	83,820.00		-		-	0%	83,820.00							
12	4" SANITARY SEWER	3,024.00		-		-	0%	3,024.00							
13	ELECTRICAL	30,040.00		-		-	0%	30,040.00							
14	RESTORATION	10,400.00		-		-	0%	10,400.00							
15	ALLOWANCE	30,000.00		-		-	0%	30,000.00							
Original Contract Totals		\$ 1,000,000.00	\$ -	\$ 121,149.75	\$ -	\$ 121,149.75	12%	\$ 878,850.25							

## Don Austin

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**From:** Serra, Kathryn <K.Serra@ctmale.com>  
**Sent:** Thursday, November 5, 2020 2:25 PM  
**To:** Don Austin  
**Cc:** Kortz, Chad  
**Subject:** Knolltop Construction Observation

Don:

As I mentioned on the phone yesterday, the contractor at Knolltop is working at a slower pace than their original schedule.

Our contract for our work includes construction observation services billed at \$112 per hour. We estimated 240 hours of observation in our proposal, but we are paid hourly for the work. 240 hours is based upon our significant past experience with this type of work. The contractor's original schedule was in that range of hours.

As of the end of October, our observer has 190 hours on site. Note that our observer is a subconsultant from Connecticut and CPWA is only invoiced \$112 per hour for their time on site.

I have yet to see a formal updated schedule from PTTG, but when I was on site yesterday, it was discussed that they "should be done by Thanksgiving", maybe doing the final disinfection etc after that. This would be an additional 4 weeks of work. Right now they are working 50 hours weeks to get this wrapped up, so on the high end, that would be an additional 200 hours, totaling 390 hours. This would be 150 hours more than the original estimate in our proposal.

Again, working off of an assumed schedule moving forward, if the construction observation work is 150 hours over estimate, then that's an additional \$17,000 +/-.

Feel free to call with any questions.

**Kathryn Serra, P.E.**  
**Project Manager**  
Cell 207-712-1105  
[k.serra@ctmale.com](mailto:k.serra@ctmale.com)

*C.T. MALE ASSOCIATES  
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.  
50 Century Hill Drive, Latham, NY 12110  
Main Phone 518-786-7400 / Fax 518-786-7299*

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## 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



November 11, 2020

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

Re: *Pay Application #1*  
*Knolltop Tank 300,000 Gallon Hydropillar Rehabilitation Project*  
*CTMA Project No. 20.0172*

Dear Mr. Austin:

Enclosed is one electronically signed copy of Pay Application No. 1 for the Knolltop Tank Rehabilitation Project in the amount of \$124,445.00. This covers work through the end of October 2020.

C.T. Male has reviewed the pay application and agrees with the progress of the work as indicated in the pay application.

The certified payroll forms for the work included in this pay application are enclosed for CPWA's files.

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

To (Owner): CLIFTON PARK WATER AUTHORITY	Application Period: NOV 2020	Application Date: NOV 5TH, 2020
Project: KNOLTOP TANK REHABILITATION	From (Contractor): PITTSBURG TANK & TOWER	Notice to Proceed Date: AUGUST 18TH, 2020
300,000 GALLON HYDROPILLAR TANK PAINTING	Contract:	Via (Engineer): C.T. MALE ASSOCIATES 50 CENTURY HILL DR LATHAM, NY 12110
Owner's Contract No.:	Contractor's Project No.: 220121	Engineer's Project No.:

## Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		
2		
TOTALS	\$0.00	
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE
2. Net change by Change Orders
3. CURRENT COMPLETED PRICE (Line 1 + 2)
4. TOTAL COMPLETED AND STORED TO DATE  
(Column G on Progress Estimate)
5. RETAINAGE:
  - a. 5% x \$ \_\_\_\_\_ Work Completed
  - b. \_\_\_\_\_ % x \$ \_\_\_\_\_ Stored Material
  - c. Total Retainage (Line 5a + Line 5b)
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)
8. AMOUNT DUE THIS APPLICATION
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column I on Progress Estimate + Line 5 above)

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Funding Agency (if applicable)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Notary Public  
Kentucky - State at Large  
My Commission Expires Jun 5, 2023

# Progress Estimate

# Contractor's Application

For (contract):KNOLTOP TANK REHABILITATION									
Application Number 1									
Application Date: 11/5/2020									
Application Period: NOV 2020									
A					B				
Item		Description	Bid Quantity	Unit Price	Bid Value	C		E	I
Bid Item No.						From Previous Application	Work Completed	Value this Application	

EJCDC No. C-620 (2007 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

**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

**CHANGE ORDER**

NUMBER: 01  
DATE OF ISSUE: 11/11/2020

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CONTRACT NO.:	CONTRACT DATE:		
PROJECT NAME:	Knolltop Tank 300,000 Gallon Hydropillar Rehabilitation Project		
OWNER'S PROJECT NO.:	CT MALE ASSOCIATES PROJECT NO.:	20.0172	
OWNER'S NAME:	Clifton Park Water Authority	PHONE:	518-383-1122
	661 Clifton Park Center Road		
OWNER'S ADDRESS:	Clifton Park, NY 12065		
CONTRACTOR'S NAME:	Pittsburg Tank and Tower Group	PHONE:	270-826-9000
CONTRACTOR'S ADDRESS:	PO Box 1849, Henderson, KY 42419		
CT MALE ASSOCIATES PROJECT MANAGER:	Kathryn Serra, P.E.		
NAME OF INDIVIDUAL REQUESTING CHANGE ORDER:	Kathryn Serra, P.E.		
REPRESENTING:	C.T. Male Associates	PHONE:	518-786-7651

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**CHANGE IN CONTRACT PRICE**

Original Contract Price:	\$524,015.00
Contract Price after previous Change Order:	N/A
<input type="checkbox"/> Net Increase	
<input checked="" type="checkbox"/> Net Decrease	due to this Change Order: (\$6,500.00)
<input type="checkbox"/> No Change	

Check here if itemizations are attached: ☒

New Contract Price including this Change Order:	<u>\$517,515.00</u>
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**CHANGE IN CONTRACT TIME (NOT APPLICABLE)**

CALENDAR DAYS	COMPLETION TIME
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Original Contract Time:	
Contract Time after previous Change Order:	
<input type="checkbox"/> Net Increase	
<input type="checkbox"/> Net Decrease	due to this Change Order:
<input checked="" type="checkbox"/> No Change	

New Contract Time including this Change Order:	<u>                    </u>	<u>                    </u>
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# 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

# CHANGE ORDER

NUMBER: 01

DATE OF ISSUE: 11/11/2020

A P P R O V A L S	ENGINEER SIGNATURE	<u>Kathryn Serra</u>	Date:	<u>11/11/2020</u>
	Print Name and Title:	<u>Kathryn Serra, P.E., CT Male</u>		
	CONTRACTOR'S SIGNATURE	<u>Hugh Haire</u>	Date:	<u>11.11.2020</u>
	Print Name and Title:	<u>Hugh Haire V. P. of Operations</u>		
	OWNER'S SIGNATURE	<u>Donald J. Austin Jr.</u>	Date:	<u>11/17/2020</u>
	Print Name and Title:	<u>ADMINISTRATOR</u>		

## DESCRIPTION OF CHANGE

DRAWING REFERENCE(S): NONE

SPECIFICATION REFERENCE(S): N/A

PROPOSAL LINE ITEM NO.: Bid Item #4

If topics (B) and/or (C) below do not apply, enter "NONE".

A. Description: See attached letter. Price reduction in Bid Item #4 to remove the riser from the portion of the work.

B. Effect on Work of Other Contractors: N/A

C. Costs Not Included in This Change Order: N/A

## REASON FOR CHANGE

A. Necessity for Change: See attached letter.

B. Why Was Change Not Foreseen During Original Design: N/A

C. Other Alternatives: N/A

D. Cost-Effectiveness of this Alternative: This is a deduct change order.

## 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



October 23, 2020

Hugh Haire  
Pittsburg Tank & Tower Group  
Maintenance Division  
PO Box 1849  
Henderson, KY 42419

Via email: hhaire@pttg.com

Re: *Change Order Request #1 (Cost Reduction)*  
*Knolltop Tank 300,000 Gallon Hydropillar Rehabilitation Project*  
*CTMA Project No. 20.0172*

Dear Mr. Haire:

Clifton Park Water Authority is seeking a change order for a reduction in cost to Bid Item #4- Anti-Condensation Coating, Bottom of Bowl and Riser Pipe. This project was originally bid to install anti-condensation coating on the inside of the dry riser on the bottom of the bowl and on the riser pipe. The riser pipe currently has wrapped insulation, which the CPWA has determined is acceptable for continued use. This change order is to request that Bid Item #4 be reduced to only include installation of the anti-condensation coating on the bottom of the bowl.

Your bid for this item is a lump sum of \$33,615.00. The total area of anti-condensation coating between the bottom of the bowl and the riser pipe is approximately 600 square feet. The riser accounts for approximately 60% of the total area. Please provide CPWA with a reduction in the price for Bid Item #4 to only install the coating on bottom of the bowl.

Please provide an itemization of this change reduction for our review, per Section 012663.

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

cc: Don Austin, CPWA



1 Watertank Place  
PO Box 1849  
Henderson, KY 42419  
P: (270) 826-9000  
F: (270) 767-6912  
www.pttg.com

## CHANGE ORDER

To: C. T. Male Associates  
50 Century Hill Drive  
Latham, NY 12110

Date: October 30, 2020 No.: 220121

Change Order No. 1

Attn: Kathryn Serra

		WHEN SHIP	SHIP VIA	F.O.B. POINT	TERMS	
QTY. ORDERED	DESCRIPTION				UNIT PRICE	TOTAL
	Reduction in cost to Bid Item #4- Anti-Condensation Coating, Bottom of Bowl and Riser Pipe. The riser pipe currently has wrapped insulation which CPWA has determined is acceptable for continued use.					
	This change order reduces the scope to only include the anti-condensation coating on the bottom of the bowl.					
	Total credit for this Change Order					(\$6,500.00)

Signed: Hugh Haire  
Hugh Haire- V. P. of Operations

Accepted By: Donald Christ

Title: ADMINISTRATOR

COPY TO: Project Manager; Purchasing; File



1 Watertank Place  
PO Box 1849  
Henderson, KY 42419  
P: (270) 826-9000  
F: (270) 767-6912  
www.pttg.com

## COST BREAKDOWN

To: C. T. Male Associates  
50 Century Hill Drive  
Latham, NY 12110

<b>Date:</b> November 6, 2020	<b>No.:</b> 220121
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Change Order No. 1
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Attn: Kathryn Serra

		WHEN SHIP	SHIP VIA	F.O.B. POINT	TERMS	
QTY. ORDERED	DESCRIPTION				UNIT PRICE	TOTAL
2 Gal	Epoxoline WB					\$115.00
15 Gal	Aerolon					\$2,570.00
2 Gal	Tnemec 1028					\$145.00
16 Hours	Labor @\$95/Hr					\$1,520.00
	Overhead & Profit					\$2,150.00
	Change Order Breakdown Total					\$6,500.00

COPY TO: Project Manager; Purchasing; File

MVP Select Care, Inc.  
Health Reimbursement Account  
Small Group Administrative Fee Proposal for  
**CLIFTON PARK WATER AUTHORITY**



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Effective Date:	December 1, 2020	through	November 30, 2021
Quote Expiration Date:	November 1, 2020		

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Per Participant Per Month Administrative Fee, Including Debit Cards: **\$2.50**

Other Charges:

Implementation Fee **\$250**

Summary Plan Document (SPD)/Summary Material Modification (SMM):

<input type="checkbox"/>	Yes, SPD/SMM Requested	<b>\$75 Per Document</b>
<input type="checkbox"/>	No, SPD/SMM <i>Not</i> Requested	n/a

*Note: Copies must be provided of existing documents*

Changes/Customized Programming/Corrections/Audit Requests: **\$100 per hour**

Non-Discrimination Testing (*per test, if requested*): **\$350 per Test**

*Claims Run Out Service:*

Charges for the first three months following the termination date are based upon the following percentages of the total administrative fee for the month prior to termination:

Month 1: 100%      Month 2: 50%      Month 3: 50%

Notes:

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*Final pricing is subject to Home Office Approval and may be revised based upon plan design. All Comprehensive HRA plan designs require prior approval, plans requiring manual processing will not be implemented.*

*ACH Payment Processing is required for Services that include Direct Deposit Processing and Debit Card Administration. Pre-funding is required for all debit card enabled accounts.*

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*Agreement:*

**Client Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MVP Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Subject to Home Office Approval  
P101*

New, Small NY  
Group #427006  
11/5/2020



## CONSULTING AND THIRD PARTY ADMINISTRATION COMBINED SERVICES AGREEMENT

\*\*\*\*\*

This Consulting and Third Party Administration – Combined Services Agreement, which will run from **September 1, 2020 to August 31, 2021** ("Effective Dates"), hereinafter referred to as "Agreement," is between **Clifton Park Water Authority**, hereinafter referred to as "Client," or "Employer" and **Jaeger & Flynn Associates, Inc.**, hereinafter referred to as "CONSULTANT/TPA" or "JFA."

WHEREAS, Client wishes to retain the services of CONSULTANT/TPA for the services noted under Scope of Services;

WHEREAS, CONSULTANT/TPA has the required knowledge and expertise to provide these services; and

WHEREAS, the parties wish to set forth their respective expectations, the parties therefore agree as follows:

### 1. SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT/TPA

CONSULTANT/TPA will provide Client with **COBRA Administration (Exhibit A); JFA Flex Plan Administration (Exhibit B)**.

### 2. COST OF SERVICES

The regular Annual fee for COBRA Administration Services is **\$100**, plus **\$2.50 per COBRA notice** sent (via USPS first class mail with proof of mailing receipt) and a **2% premium charge** paid by COBRA participants as allowed by law.

There will be a **\$4.00 per participant per month fee** for administration of Client's HRA Plan. CONSULTANT/TPA intends to initiate direct withdrawal of any monthly or per notice fees from account designated on Employer ACH Authorization Form. For future plan years beyond the Effective Dates of this Agreement, CONSULTANT/TPA may change the amount of such fees by providing at least thirty (30) days written or electronic notice to Client prior to renewal of the Agreement.

### 3. INDEPENDENT CONTRACTOR

It is understood and agreed that CONSULTANT/TPA is engaged by Client to perform services under this Agreement as an independent contractor and, as such, is responsible for its own expenses.

### 4. TERM AND TERMINATION OF AGREEMENT

The Agreement shall commence as of the first day of the Effective Dates as noted in this Agreement and shall remain in force through the end of the Effective Date as noted above. Thereafter, the Agreement shall automatically renew for one (1) year plan years unless either party notifies the other of their intent to cancel per the termination provisions.

This Agreement will terminate upon the first to occur of the following: (1) the failure of CONSULTANT/TPA or Client to perform its obligations in accordance with this Agreement; (2) the expiration of 30 days after written notice has been given by Client or CONSULTANT/TPA to the other party that it intends to cancel services pursuant to this Agreement; (3) the date specified in a written notice given by CONSULTANT/TPA to Client due to Client's failure to remit payment to CONSULTANT/TPA for services provided pursuant to this Agreement; (4) the effective date of any legislation which makes this Agreement, or the services provided hereunder, illegal; or (5) any other date, subject to any agreement between Client and CONSULTANT/TPA, which is noted in writing and signed by Client and CONSULTANT/TPA.

If this Agreement is terminated, Client and CONSULTANT/TPA may mutually agree in writing that this Agreement shall continue for the purpose of payment of any benefit, expense or claims incurred prior to the date of termination of the Agreement. If CONSULTANT/TPA performs any services pursuant to this Agreement following its termination,

CONSULTANT/TPA will be entitled to its fees or other charges on the same basis as if the Agreement as continued in effect for the period during which such services were performed.

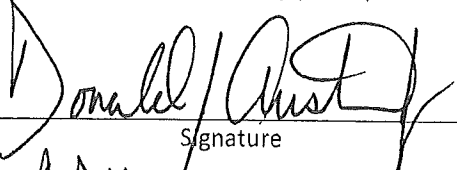
5. INDEMNIFICATION

CONSULTANT/TPA and Client agree to indemnify and hold harmless the other party to this Agreement from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that CONSULTANT/TPA or the Client sustains as a result of any act or omission of the other party in connection with this Agreement. In addition, neither CONSULTANT/TPA nor Client will be obligated to indemnify the other party if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by CONSULTANT/TPA or Client that was: (a) criminal or fraudulent; (b) an intentional disregard of CONSULTANT/TPA's obligation under this Agreement; or (c) grossly negligent. Notwithstanding the foregoing, Client will indemnify and hold CONSULTANT/TPA harmless to the extent Client concurred in, instructed, directed, or caused such acts or omissions by CONSULTANT/TPA.


6. ENTIRE AGREEMENT

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded. Subsequent amendments to this Agreement shall only be in writing signed by both parties.

Clifton Park Water Authority (Client)

  
\_\_\_\_\_  
Signature  
ADMINISTRATOR  
\_\_\_\_\_  
Title  
7/13/2020  
\_\_\_\_\_  
Date

Jaeger & Flynn Associates, Inc. (CONSULTANT/TPA)

  
\_\_\_\_\_  
Signature  
President  
\_\_\_\_\_  
Title  
July 13, 2020  
\_\_\_\_\_  
Date



**RESOLUTION #\_\_\_\_\_, 2020, RESOLUTION ON THE ADEQUACY OF THE RATES  
TO SUFFICIENTLY COMPLY WITH THE RATE COVENANT**

**WHEREAS**, the Clifton Park Water Authority has completed a review, taking into consideration the completion of any uncompleted water projects and issuance of future series of bonds if necessary to finance the completion of such water projects, of its financial condition for the purpose of estimating whether the net revenues for fiscal year 2020 and 2021 will be sufficient to comply with the rate covenant contained in subsection (b) of the section 7.12 of the water system revenue bond resolution adopted November 16, 1993. Now, therefore be it

**RESOLVED**, that the Clifton Park Water Authority has estimated that its net revenues for fiscal years 2020 and 2021 will be sufficient to comply with the rate covenant contained in the subsection (b) of section 7.12 of the water system revenue bond resolution adopted November 16, 1993, and it is further

**RESOLVED**, that the Clifton Park Water Authority Board of Directors hereby authorizes a copy of this resolution, certified by its chairman, an authorized officer, setting forth a reasonably detailed statement of the actual and estimated revenues, operating expenses, aggregate debt service, and any other estimates or assumptions upon which such determination was based to be filed with the bond trustee.

Roll Call Vote:

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