

**CLIFTON PARK WATER AUTHORITY  
BOARD MEETING**

**Wednesday, July 10, 2019  
7:00 PM**

**AGENDA**

**Privilege of the Floor**

**Old Business**

- Project to Increase Capacity from SCWA
- Miller Road Water Main Extension
  - Repayment Agreement with Property Owners
  - Intermunicipal Agreement with Town of Clifton Park
- Moe Road Pumpstation Parcel
- CPWA Handbook

**New Business**

**Other Business**

- Approve Minutes of June 12, 2019 Meeting

Clifton Park Water Authority

Resolution # \_\_\_\_\_, 2019

Approve Miller Road Repayment Agreement

WHEREAS, the landowners at 498, 499, 504 and 508 Miller Road wish to have water main extended, enabling them to connect their homes to the CPWA water system, and

WHEREAS, these four landowners have agreed to contribute \$5,000 each toward the construction of this water main, and

WHEREAS, the CPWA has agreed to collect this money from these landowners over a period of time, now therefore be it

RESOLVED, that the CPWA Board of Directors hereby approves the Repayment Agreement for the Extension of Water Main, as attached and the CPWA Administrator is hereby authorized to execute the agreements and any other documents or instruments necessary to implement these agreements.

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

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

Roll Call Vote:

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

Repayment Agreement for the Extension of Water Main

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2019 between \_\_\_\_\_ residing at \_\_\_\_\_

(hereinafter referred to as First Party) and Clifton Park Water Authority having a principal office for the transaction of business located at 661 Clifton Park Center Road, Clifton Park, New York 12065 (hereinafter referred to as CPWA); and

WHEREAS, the First Party is one of four residential parcel owners that heave requested an extension of a water line being constructed by a developer of a subdivision that is fronting, in part, on Miller Road, in the Town of Clifton Park; and

WHEREAS, First Party, together with the other three residential parcel owners have advised that they are all willing to pay an impact fee to cover a portion of the costs to extend water main from the development along Miller Road to service First Party's residential premises and three other residential parcels; and

WHEREAS, First Party and the other residential parcel owners have requested that the impact fee be paid in installments; and

NOW, upon Agreement of the parties hereto, and in consideration of the circumstances set forth above, it is agreed as follows:

1. Upon express condition the First Party and the other three residential parcel owners agree to pay as an impact fee a portion of the cost for extending water main from the subdivision along Miller Road, in the Town of Clifton Park, to provide service to First Party's residential premises and to the three other residential parcels referenced above, CPWA will cooperate with the Town of Clifton Park and the developer of the subdivision to have the water main extended.
2. First Party acknowledges that the portion of the cost they will incur to extend the water main to First Party's residential premises and residential premises of the three other owners will be \$20,000 in total.
3. First Party agrees to pay to CPWA, an impact fee of \$5,000 with interest at the rate of 1.5% as follows:

- a. A down payment installment of \$\_\_\_\_\_ shall be paid by First Party on or before the \_\_\_\_\_ day of \_\_\_\_\_ 2019; and
  - b. First Party shall, thereafter, pay installments on an annual basis in the amount of \$\_\_\_\_\_ until the balance, inclusive of interest, is fully paid.
4. First Party expressly acknowledges that all obligations of CPWA are expressly conditioned upon all four residential parcel owners entering into a repayment agreement with CPWA to cover their portion of the cost of construction; and that if any one of the three other residential owners decline to do so, then this contract shall be deemed null and void, and any monies advanced by First Party shall be refunded in full.
5. First Party acknowledges and agrees that CPWA shall not be under any obligation to arrange for or cooperate with construction of the water line until the owners of all four residential parcels shall have signed repayment agreements with CPWA.
6. First Party acknowledges that CPWA makes no representation as to the time frame for the completion of construction of the water main extension.
7. First Party acknowledges that the impact fee, as set forth above, does not include cost of hookup by the First Party to the water main, nor does it include cost of water, which First Party shall pay in accordance with billing policies of the CPWA.
8. If the First Party as provided herein, includes more than one person, all such persons acknowledge and agree that they are jointly, as well as individually, responsible to meet the terms of this Agreement.
9. First Party acknowledges and agrees that this Agreement shall be binding upon him/her, their successors, transferees, heirs and assigns.

Dated: The \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
Donald J. Austin Jr., Administrator  
Clifton Park Water Authority

\_\_\_\_\_  
First Party

\_\_\_\_\_  
First Party

STATE OF NEW YORK )  
                                    ) ss.:  
COUNTY OF SARATOGA )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned,  
a Notary Public in and for the State, personally appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory evidence to be the individual  
whose name is subscribed to the within instrument and acknowledged to me that he/she executed  
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or  
the person on behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
                                    ) ss.:  
COUNTY OF SARATOGA )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned,  
a Notary Public in and for the State, personally appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory evidence to be the individual  
whose name is subscribed to the within instrument and acknowledged to me that he/she executed  
the same in his/her capacity, and that by his/her signature on the instrument, the individual, or  
the person on behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
  ) ss.:  
COUNTY OF SARATOGA )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019, before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

Clifton Park Water Authority

Resolution # \_\_\_\_\_, 2019

Approve Intermunicipal Agreement for Miller Road Water Extension

WHEREAS, the CPWA and the Town of Clifton Park and V&R LLC wish to enter into an agreement related to the installation of water main on Miller Road, where said water main is an extension of water main to be installed for the Miller Road Subdivision project, and

WHEREAS, the agreement sets the obligations of each party with regard to installation of infrastructure as well as financial responsibilities, now therefore be it

RESOLVED, that the CPWA Board of Directors hereby approves the Intermunicipal Agreement, as attached and the CPWA Administrator is hereby authorized to execute the agreement and any other documents or instruments necessary to implement this agreement, contingent on the acquisition of executed Repayment Agreements with the homeowners at 498, 499, 504 and 508 Miller Road.

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

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

Roll Call Vote:

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

## INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, is made between the Town of Clifton Park, a municipal corporation with its offices and principal place of business at One Town Hall Plaza, Clifton Park, New York 12065 (The Town), the Clifton Park Water Authority, a Public Benefit Corporation authorized by Section 1120-(a) of the New York State Public Authorities Law, with offices at 661 Clifton Park Center Road, Clifton Park, NY 12065 (CPWA), and V & R LLC, 41 Old Glick Road, Saratoga Springs, N.Y. 12866 ( V & R )

WHEREAS this agreement is made pursuant to General Municipal Law, Article 5-G, Section 119-o; and

WHEREAS, CPWA is authorized by NYSPAL 1120-d (8) to construct, maintain, develop, expand or rehabilitate water facilities, and to pay the costs thereof, and

WHEREAS V & R LLC, 41 Old Glick Road, Saratoga Springs, N.Y. 12866 ( V & R ) proposes to construct a 79 home residential subdivision on 105 .86 ± acres located on Miller Road in Clifton Park, and will construct water mains and infrastructure along Miller Road and within the proposed residential subdivision, all to be dedicated to the CPWA, and

WHEREAS, the V & R Subdivision, as approved, presents a unique opportunity to extend water service to existing residential properties at 498, 499, 504, and 508 Miller Road, due to its proximity to these properties, which are immediately adjacent to but outside of the project area, based on the approved location of the planned extension of water service infrastructure as approved by the Town Planning Board, and

WHEREAS by resolution 169 of 2002, and pursuant to General Municipal Law §6-c, the Town Board established a Water Development Capital Reserve Fund, to construct an interconnection between facilities of the Rexford Water District and the Corporate Commerce Water District, and to otherwise provide for the extension of water service to the western part of Clifton Park, and

WHEREAS, following construction of an interconnection between Water District facilities in 2006 to provide an emergency reserve capacity for both Districts, the Capital Reserve Account contains remaining funds which are to be dedicated to the extension and provision of water service within western Clifton Park, and

WHEREAS, pursuant to Subdivision regulations, Parkland Mitigation Fees typically applicable to the project application would total \$97,500, and

WHEREAS, by resolution #14 of 2019, the Clifton Park Water Authority has recognized the unique opportunity to extend water service in the immediate vicinity of the planned development, and has authorized the waiver of \$11,000 in connection fees to V & R LLC, in order to provide incentive for the extension of service infrastructure to the properties identified above, based upon the circumstances presented by the proximity of



these properties to the proposed extension of water mains and infrastructure associated with the planned development, as approved by the Town Planning Board, conditioned upon the Town's contribution of an equal amount or greater, and

WHEREAS, The CPWA has separately reached agreement with Corey and Lisa Reid, Robert and Donna Marie Jones, Kryan and Patricia Chesterfield, and David Vanderzee, as owners of the 4 properties identified above, to also contribute capital costs of the proposal, and

WHEREAS The Town Board wishes to match the commitment of the CPWA to provide financial incentives to the V & R LLC Co. to offset costs of extending water service beyond their project area as proposed, in order to facilitate the extension of public water service in Western Clifton Park consistent with the goals and Purpose of the Water Development Capital Reserve Fund established by Resolution No. 169 of 2002, and

WHEREAS, the Western Clifton Park GEIS fees include contributions calculated in part to offset costs of public water infrastructure within Western Clifton Park, and

Whereas, Lansing Engineers, designers of the Riggi Project, estimate that infrastructure for the 4 additional homes can be constructed at a cost of \$138,771, and

NOW THEREFORE the parties hereto do mutually covenant and agree as follows:

1. The Town will waive up to \$97,500 in Parkland Mitigation Fees Western Clifton Park GEIS fees otherwise associated with the V & R LLC subdivision application.
2. CPWA will waive up to \$42,000 in connection fees to the Riggi Subdivision project, and
3. The Town will transfer \$11,000 to CPWA in partial reimbursement for the waiver of connection fees, and
4. Homeowners Corey and Lisa Reid, Robert and Donna Marie Jones, Kryan and Patricia Chesterfield, and David Vanderzee have committed to reimburse CPWA \$20,000 in partial reimbursement for the waiver of connection fees outlined in (2) above, by separate agreement.
5. V & R LLC will extend the construction of water mains, laterals and related infrastructure for the provision of public water service to the ..... properties at 498, 499, 504, and 508 Miller Road in exchange for the waiver of fees enumerated above.

6. This Agreement is contingent upon full and final execution of Agreements from each of the Homeowners referenced in Paragraph 4, above, as attached.

For the Town

\_\_\_\_\_ (Date)

For Clifton Park Water Authority

\_\_\_\_\_ (Date)

For V & R LLC.

\_\_\_\_\_ (Date)

**Clifton Park Water Authority**

**Resolution # \_\_\_\_\_, 2019**

**Adopting New CPWA Handbook**

**WHEREAS**, the Clifton Park Water Authority engaged the services of a human resource firm, Pinnacle HR, to update the CPWA Employee Handbook in order to communicate the Authority's personnel policies to all employees and to ensure that the Handbook is in compliance with all regulatory guidelines, now therefore be it

**RESOLVED**, that the Clifton Park Water Authority Board of Directors hereby adopts the updated Clifton Park Water Authority Employee Handbook as attached.

Motion to Accept: \_\_\_\_\_

Seconded: \_\_\_\_\_

**Roll Call Vote**

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