



CLIFTON PARK WATER AUTHORITY BOARD MEETING

Tuesday, October 8, 2019
7:00 PM

AGENDA

Privilege of the Floor

Old Business

- Project to Increase Capacity from SCWA
 - Approve Change Order and Amended CT Male Agreement
- Moe Road Pumpstation Parcel
- CPWA Annual Budget

New Business

- Towerpoint Proposal to Purchase Cellular Leases

Other Business

- Approve Minutes of June 12, 2019, July 10, 2019 and September 18, 2019 Meetings

Clifton Park Water Authority

Resolution # ____, 2019

Approve Change Order and Revised CT Male Contract for SCWA Interconnect Upgrade

WHEREAS, the CPWA entered into a contract agreement with CT Male for construction administration and construction observation services related to the Authority's project to upgrade its interconnection with the Saratoga County Water Authority, and

WHEREAS, the CPWA wishes to have CT Male subcontract the construction observation services to a qualifying Minority and Women Owned Business Enterprise (MWBE) in order to satisfy the requirements of the Environmental Facilities Corporation grant that the CPWA has secured, and

WHEREAS, the change has resulted in an increase in the cost of these services, now therefore be it

RESOLVED, that the CPWA Board of Directors hereby approves the Change Order, as attached, removing the Construction Observation services from the original Contract Agreement with CT Male and also approves the Contract Agreement with CT Male, as attached, which separately provides for construction observation using a qualified MWBE contractor and hereby authorizes the CPWA Chairman to execute any documents necessary to implement this change order and agreement.

Motion By: _____

Seconded By: _____

Roll Call Vote:

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

C.T. MALE ASSOCIATES

ENGINEERING, SURVEYING, ARCHITECTURE,
LANDSCAPE ARCHITECTURE & GEOLOGY,
D.P.C.

50 Century Hill Drive
Latham, NY 12110
Tel. 518.786.7400
Fax 518.786.7299



TECHNICAL SERVICES

CHANGE ORDER

NUMBER: **1**

DATE OF ISSUE: 8/21/2019

PROJECT NAME: Saratoga County Water Authority Interconnect Pump Station
PROJECT NO. 18.8053

CLIENT'S NAME: CLIFTON PARK WATER AUTHORITY

CLIENT'S ADDRESS: 661 Clifton Park Center Road
Clifton Park, NY 12065

CLIENT CONTACT: DONALD J. AUSTIN, JR., ADMINISTRATOR

This Change Order incorporates changes and/or additions to the original Scope of Services for Contract Agreement dated February 7, 2019. All Provisions of Agreement in the original signed Contract Agreement apply to this Change Order, unless otherwise specified herein.

A. DESCRIPTION OF CHANGE:

Remove construction phase services from the original contract. Construction phase services identified in the original executed contract include construction administration and construction observation. Also included are reimbursable expenses associated with construction phase activities. These are summarized below:

- Construction Administration \$18,600.00
- Construction Observation \$15,200.00
- Reimbursable expenses \$ 1,000.00

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TECHNICAL SERVICES CHANGE ORDER

NUMBER: **1**

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B. CHANGE IN CONTRACT PRICE:

Original Contract Price	\$118,200.00
Contract Price after previous Change Order	\$0.00
Net Change in Contract Price due to this Change Order	\$-34,800.00
New Contract Price including this Change Order	\$83,400.00

APPROVED AND ACCEPTED BY:

(INSERT CLIENT NAME)

C.T. MALE ASSOCIATES ENGINEERING,
SURVEYING, ARCHITECTURE, LANDSCAPE
ARCHITECTURE & GEOLOGY, D.P.C.

By: _____

Date: _____

Name: Donald J. Austin, Jr.

Title: Administrator

By: Charles R. Kortz

Date: 8/21/2019

Name: Charles R. Kortz, P.E.

Title: Vice President of Engineering & Quality

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



August 21, 2019

Mr. Donald J. Austin, Jr., Administrator
Clifton Park Water Authority
661 Clifton Park Center Road
Clifton Park, NY 12065

Re: *Proposal for Construction Phase Professional Services*
Clifton Park Water Authority
Connection to Saratoga County Water Authority Capacity Expansion

Dear Don:

As discussed, we are pleased to present our proposed scope of services and fee for construction phase services for the above referenced project. The project includes installation of a booster pump/meter/chlorination station to provide increased capacity at the current connection location with the Saratoga County Water Authority (SCWA). The proposed facility will be located on County owned property that is part of the Zim Smith Trail southwest of the Route 67 and East Line Road intersection, the site of the current BHBL WD#2/CPWA connection to the SCWA system.

Our proposed scope of services is as follows:

A. Construction Administration

1. Contract administration, including attendance at a pre-construction conference and periodic site visits by the Engineer.
2. Review and process submittals.
3. Review the Contractor's itemized amount of work performed. Prepare and certify payment estimates and vouchers for work performed.
4. Coordinate project between Contractor, Owner and Engineer. Prepare and process change orders where applicable.
5. Prepare utility record drawings at the completion of construction.

B. Construction Observation

1. Provide full-time construction observation during the water main installation and other critical phases of work. This work would be performed on an hourly basis at \$95.00/hour, plus reimbursables (mileage, photographs, etc.). We have included an estimate of 160 hours for construction observation.

C.T. MALE ASSOCIATES

August 21, 2019

Mr. Donald J. Austin, Jr.

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C. Construction Materials Testing

1. Provide concrete and soils testing for construction of the pump station foundation. C.T. Male will contract with QCQA Laboratories for testing of soils and concrete. C.T. Male will coordinate testing activities with the General Contractor.

Fees

The fees for the scope of work presented above are as follows:

Construction Phase Services

A. Construction Administration (Lump Sum)	\$ 18,600
B. Construction Observation (Estimated at 160 Hours @ \$105.00/hour)	\$ 16,800
C. Construction Materials Testing (QCQA Laboratories) (Estimated at \$2,800.00)	\$ 2,800

Reimbursables

Estimated fee (per 2019 CTM Reimbursable Rate Schedule)	\$ 1,000
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TOTAL	\$39,200
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Please contact my office if you have any questions or need any additional information.

Sincerely,

C.T. MALE ASSOCIATES

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



Charles R. Kortz, P.E.

Vice President of Engineering & Quality

C.T. MALE ASSOCIATES

CONTRACT AGREEMENT

Project No.: 18.8053

Agreement made this 21st day of August, 2019, by and between C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C., a Design Professional Corporation registered in New York State and authorized to do business in the State of New York, (hereinafter called C.T. MALE ASSOCIATES); and CLIFTON PARK WATER AUTHORITY (hereinafter called the CLIENT).

CLIENT and C.T. MALE ASSOCIATES agree as follows:

- A. CLIENT and C. T. MALE ASSOCIATES, for the mutual consideration hereinafter set forth, agree as follows:

Proposal and scope of services is attached to this contract for professional construction phase services for the Saratoga County Water Authority Capacity Upgrade and Interconnect Pump Station project. The general scope of work includes construction administration and observation.

- B. CLIENT agrees to pay C. T. MALE ASSOCIATES as compensation for services as follows:

According to the fees in the attached proposal for a total maximum fee of \$39,200.

CLIENT shall reimburse C. T. MALE ASSOCIATES for the actual cost of all travel-related expenses (including but not limited to meals, lodging, transportation) for project related work performed away from C.T. MALE ASSOCIATES' office. CLIENT shall reimburse C.T. MALE ASSOCIATES for other project related expenses, including but not limited to, blueprints and reproduction costs, shipping, survey monuments, computer charges, at charged rates. Cellular telephone charges shall be invoiced at fixed rates. Other expenses, including but not limited to, outside consultants, materials testing, bond premiums, title company charges, application fees, permits, shall be invoiced at cost plus a 10% service fee for handling and administration.

Fees and other charges will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within 30 days, a late payment service charge will be charged on any unpaid balance at the rate of 1.25% compounded monthly (annual rate of 15%) or the highest rate allowable under applicable State law, whichever is higher.

- C. CLIENT shall furnish the following:

D. This Agreement, as signed by the CLIENT and/or his/her representative, includes the following Standard Terms and Conditions incorporated herein by this reference.

E. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

F. CLIENT shall provide C.T. MALE ASSOCIATES personnel with any information regarding potential hazards or whether personal protective measures are required when working on project site(s) associated with this contract and that C.T. MALE ASSOCIATES personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on.

AGREED TO:

CLIFTON PARK WATER AUTHORITY

661 Clifton Park Center Road
Clifton Park, NY 12065
Phone: (518) 383-1122
Fax:

By: _____
(Authorized Signature/Date)

Title: Administrator

AGREED TO:

C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C.

50 Century Hill Drive
Latham, NY 12110
Phone: (518) 786-7400
Fax: (518) 786-7299

By: Charles R. Hoyt 8/21/2019
(Date)

Title: Vice President of Engineering & Quality

C.T. MALE ASSOCIATES

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes or governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof. All extra work to be authorized by CLIENT in writing prior to commencement by C.T. MALE ASSOCIATES.
2. **OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES:** All tracings, specifications, computations, survey notes and media files and other original documents as instruments of service are and shall remain the property of C.T. MALE ASSOCIATES unless otherwise provided by law. CLIENT shall not use such items on other projects without C.T. MALE ASSOCIATES' prior written consent. C.T. MALE ASSOCIATES shall not release CLIENT's data without authorization.
3. **LIMITATIONS OF PROBABLE COST ESTIMATES:** Any estimate of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.
4. **APPROVAL OF WORK:** The work performed by C.T. MALE ASSOCIATES shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.
5. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of C.T. MALE ASSOCIATES under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove C.T. MALE ASSOCIATES' work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of C.T. MALE ASSOCIATES' work, or any other acts of the CLIENT or any other Federal, State, or local government agency, or any other cause beyond C.T. MALE ASSOCIATES' reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of C.T. MALE ASSOCIATES as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
6. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, C.T. MALE ASSOCIATES shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay C.T. MALE ASSOCIATES within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, C.T. MALE ASSOCIATES, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured without consequence. No delay or omission on the part of C.T. MALE ASSOCIATES in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.
7. **INDEMNIFICATION:** CLIENT shall indemnify, defend and hold C.T. MALE ASSOCIATES harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by C.T. MALE ASSOCIATES or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by C.T. MALE ASSOCIATES' own negligence.
8. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.
9. **REPLACEMENT OF SURVEY STAKES:** C.T. MALE ASSOCIATES, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time basis. It will be the CLIENT's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT's responsibility to protect said stakes until such time as construction takes place.
10. **MAPPING:** Areas obscured by dense vegetation or shadow will be labeled as "DENSE WOODS", "SHADOW", or "OBSCURED AREA". C.T. MALE ASSOCIATES cannot certify as to the accuracies within these areas. Field verification of such area(s) must be undertaken and is not included within the scope of this Agreement unless explicitly stated.
11. **OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY:** The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of C.T. MALE ASSOCIATES' field representative will be for the purpose of providing observation and field testing. Under no circumstances is it C.T. MALE ASSOCIATES' intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of C.T. MALE ASSOCIATES' field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of C.T. MALE ASSOCIATES' field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that C.T. MALE ASSOCIATES will not be responsible for job or site safety on the project.
12. **RESTRICTIONS ON USE OF REPORTS:** It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.
13. **RISK ALLOCATION:** The CLIENT agrees that C.T. MALE ASSOCIATES' liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of \$100,000.00, or C.T. MALE ASSOCIATES' total fee for services rendered on the project.
14. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
15. **CLIENT RESPONSIBILITIES:** Client shall be responsible for providing all reasonable assistance required by C.T. MALE ASSOCIATES in connection with Services, including, without limitation, any assistance specified in the Proposal. In particular, Client will provide the following:
Reasonable ingress to and egress from the Site by C.T. MALE ASSOCIATES and/or its subcontractors and their respective personnel and equipment.
Clean, secure, and unobstructed space and areas at the Site for C.T. MALE ASSOCIATES equipment and vehicles or those of C.T. MALE ASSOCIATES' subcontractors.
Information in the possession of Client (including, without limitation, facility and/or Site schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or above ground at the Site that pertain to the stated scope of work or are necessary to assist C.T. MALE ASSOCIATES in performing Services and/or to successfully carry out the project.
Prior to any boring, drilling, and/or excavation work being commenced by C.T. MALE ASSOCIATES, the specific location(s) of such work will be provided to Client. Prior to any boring, drilling, excavation or other intrusive subsurface activities on the Site, Client or Client's representative shall identify any private and public subsurface obstruction or utility that Client or its representative knows or believes to exist at the Site. C.T. MALE ASSOCIATES, at its discretion, may contact the local public utility locator and, if agreed by Client, a private utility locator to determine the existence and location of subsurface obstruction or utilities. Client or Client's representative will provide C.T. MALE ASSOCIATES with prior approval of each location where C.T. MALE ASSOCIATES will carry-out any intrusive activity on the Site. Client agrees that if C.T. MALE ASSOCIATES or its subcontractor causes damage to a subsurface obstruction or utility that was not properly identified by Client, or marked by the public utility locator or private utility locator, if any, the Client shall indemnify, defend and hold harmless C.T. MALE ASSOCIATES, its officers, directors, employees and independent contractors from and against any and all claims, costs, fines, or other liability arising out of, or in connection with any damage to any such subsurface obstruction or utilities, except to the extent such claims, costs, fines, or other liability are caused by C.T. MALE ASSOCIATES' negligence or willful misconduct.
16. **CONTROLLING LAWS:** This Agreement is to be governed by the laws of the State of New York.
17. **INSURANCE** C.T. MALE ASSOCIATES shall procure and maintain throughout the period of this agreement, at C.T. MALE ASSOCIATES' own expense, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws, and

C.T. MALE ASSOCIATES

shall maintain general and professional liability insurances. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. C.T. MALE ASSOCIATES shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

18. STANDARD OF CARE: CLIENT agrees that in performing requested tasks, in accordance with this contract or amendments thereto, C.T. MALE ASSOCIATES will provide statements of adherence to standards or specifications only when said standards or specifications are included in the scope of services. In the event C.T. MALE ASSOCIATES is required to sign a statement or certificate on behalf of CLIENT, which differs from or exceeds the scope of services contracted for, CLIENT hereby agrees to indemnify and hold C.T. MALE ASSOCIATES harmless from any liability arising from or resulting from such statement or certificate.

19. SUCCESSORS AND ASSIGNS: Neither CLIENT nor C.T. MALE ASSOCIATES shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

20. MEDIATION: CLIENT and C.T. MALE ASSOCIATES agree to resolve all claims, disputes or controversies, or in relation to the interpretation, application or enforcement of this agreement through mediation. The parties further agree that the CLIENT will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, subcontractors, subcontractors and material-persons, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties shall agree to this procedure.

21. EQUAL EMPLOYMENT OPPORTUNITY: C.T. MALE ASSOCIATES is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with sub-contractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1.

22. NOTICES: All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested.

Clifton Park Water Authority

Resolution # _____, 2019

Adopting 2020 Operating and Capital Budgets

NOW, THEREFORE BE IT

RESOLVED, that the Clifton Park Water Authority Board of Directors hereby adopts the 2020 Operating Budget and Capital Budget 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	_____	_____

CLIFTON PARK WATER AUTHORITY



PROPOSED BUDGET

FISCAL YEAR 2020

OPERATION AND MAINTENANCE EXPENSES

<u>CODE</u>	<u>DESCRIPTION</u>	<u>2020</u> <u>PROPOSED</u>	<u>2019</u> <u>ADOPTED</u>	<u>2018</u> <u>ACTUAL</u>	<u>CHANGE (%)</u>
5000	WAGES	\$ 659,526	\$ 656,526	\$ 675,585	0.46
5001	OVERTIME	\$ 55,500	\$ 55,500	\$ 50,139	0.00
5002	SEASONAL EMPLOYEES	\$ 14,500	\$ 13,000	\$ 12,600	11.54
5010	FICA + MEDICARE	\$ 55,809	\$ 55,465	\$ 55,439	0.62
5020	RETIREMENT	\$ 112,342	\$ 109,889	\$ 115,204	2.23
5125	HEALTH INSURANCE	\$ 224,428	\$ 204,880	\$ 198,872	9.54
	SUBTOTAL	<u>\$ 1,122,105</u>	<u>\$ 1,095,260</u>	<u>\$ 1,107,839</u>	2.45
5310	CONSULTANT FEES	\$ 1,000	\$ 1,000	\$ -	0.00
5320	LAB FEES	\$ 40,000	\$ 50,000	\$ 37,337	(20.00)
5330	EDUCATION	\$ 3,000	\$ 2,500	\$ 1,650	20.00
5400	ELECTRICITY	\$ 275,000	\$ 275,000	\$ 267,476	0.00
5405	GAS & OIL	\$ 27,000	\$ 20,000	\$ 26,277	35.00
5500	TREATMENT CHEMICALS	\$ 200,000	\$ 200,000	\$ 209,934	0.00
5610	SUPPLIES	\$ 7,500	\$ 6,500	\$ 4,216	15.38
5700	REPAIRS & MAINTENANCE	\$ 185,000	\$ 175,000	\$ 170,152	5.71
5710	SMALL TOOLS	\$ 5,200	\$ 5,200	\$ 5,281	0.00
5715	CONTRACTED REPAIRS	\$ 41,000	\$ 26,000	\$ 6,460	57.69
5730	UNIFORMS	\$ 6,000	\$ 6,000	\$ 6,857	0.00
5805	VEHICLE MAINTENANCE	\$ 15,000	\$ 15,000	\$ 14,010	0.00
5810	MILEAGE	\$ 1,100	\$ 1,100	\$ 875	0.00
5901	PRESERVE RENTAL	\$ 61,000	\$ 61,000	\$ 60,382	0.00
5902	NPDES PERMIT	\$ 2,000	\$ 2,000	\$ 2,500	0.00
5903	PURCHASED WATER	\$ 825,000	\$ 825,000	\$ 630,893	0.00
5910	EQUIPMENT RENTAL	\$ 1,500	\$ 1,500	\$ 1,314	0.00
5950	PROPERTY TAXES - MALTA	\$ 80,000	\$ 80,000	\$ 73,792	0.00
6000	MISCELLANEOUS	\$ 9,000	\$ 9,000	\$ 9,550	0.00
	SUBTOTAL	<u>\$ 1,785,300</u>	<u>\$ 1,761,800</u>	<u>\$ 1,528,956</u>	1.33
TOTAL O & M		<u>\$ 2,907,405</u>	<u>\$ 2,857,060</u>	<u>\$ 2,636,795</u>	1.76

GENERAL AND ADMINISTRATIVE EXPENSES

<u>CODE</u>	<u>DESCRIPTION</u>	<u>2020</u> <u>PROPOSED</u>	<u>2019</u> <u>ADOPTED</u>	<u>2018</u> <u>ACTUAL</u>	<u>CHANGE (%)</u>
7000	WAGES	\$ 359,931	\$ 352,815	\$ 343,096	2.02
7010	FICA + MEDICARE	\$ 25,278	\$ 24,734	\$ 23,241	2.20
7020	RETIREMENT	\$ 53,199	\$ 51,084	\$ 49,590	4.14
7125	HEALTH INSURANCE	\$ 105,846	\$ 101,305	\$ 103,545	4.48
	SUBTOTAL	<u>\$ 544,254</u>	<u>\$ 529,938</u>	<u>\$ 519,472</u>	2.70
7100	INSURANCE, GENERAL	\$ 35,000	\$ 35,000	\$ 23,570	0.00
7105	WORKERS COMPENSATION	\$ 32,000	\$ 36,354	\$ 26,296	(11.98)
7310	CONSULTANT FEES	\$ 5,000	\$ 5,000	\$ 8,163	0.00
7320	DUES	\$ 600	\$ 600	\$ 333	0.00
7330	EDUCATION	\$ 1,000	\$ 1,000	\$ -	0.00
7400	OFFICE SUPPLIES	\$ 25,000	\$ 23,000	\$ 22,871	8.70
7410	POSTAGE	\$ 30,500	\$ 30,500	\$ 31,210	0.00
7420	AUDIT & ACCOUNTING	\$ 36,000	\$ 36,000	\$ 37,901	0.00
7425	LEGAL FEES	\$ 5,000	\$ 5,000	\$ 113	0.00
7430	ENGINEERING FEES	\$ 11,000	\$ 11,000	\$ 7,099	0.00
7600	SERVICE CONTRACTS	\$ 27,000	\$ 26,000	\$ 25,609	3.85
7700	TELEPHONE EXPENSES	\$ 15,000	\$ 14,500	\$ 14,617	3.45
7705	TECHNICAL SUPPLIES	\$ 2,000	\$ 2,000	\$ 2,312	0.00
7710	UTILITIES OFFICE	\$ 7,000	\$ 7,000	\$ 6,026	0.00
7810	MILEAGE	\$ 200	\$ 200	\$ -	0.00
7815	TRAVEL	\$ 500	\$ 500	\$ -	0.00
7820	BAD DEBT EXPENSE	\$ 4,000	\$ 4,000	\$ 1,784	0.00
7822	COLLECTION AGENCY FEE	\$ 300	\$ 300	\$ 156	0.00
7824	BANK SERVICE CHARGE	\$ 6,360	\$ 6,360	\$ 6,129	0.00
7990	MISCELLANEOUS	\$ 3,300	\$ 3,300	\$ 2,332	0.00
	SUBTOTAL	<u>\$ 246,760</u>	<u>\$ 247,614</u>	<u>\$ 216,521</u>	(0.34)
<u>TOTAL GENERAL & ADMINISTRATIVE</u>		<u>\$ 791,014</u>	<u>\$ 777,552</u>	<u>\$ 735,993</u>	1.73

BUDGET SUMMARY

	<u>2020</u> <u>PROPOSED</u>	<u>2019</u> <u>ADOPTED</u>	<u>2018</u> <u>ACTUAL</u>	<u>CHANGE (%)</u>
<u>EXPENSES</u>				
WAGES AND BENEFITS	\$ 1,666,359	\$ 1,625,198	\$ 1,627,311	2.53
ADMINISTRATION EXPENSES	\$ 246,760	\$ 247,614	\$ 216,521	(0.34)
O & M EXPENSES	\$ 1,785,300	\$ 1,761,800	\$ 1,528,956	1.33
TOTAL OPERATIONAL COSTS	\$ 3,698,419	\$ 3,634,612	\$ 3,372,788	1.76
DEBT SERVICE COSTS	\$ 1,987,413	\$ 2,005,262	\$ 2,000,563	(0.89)
TOTAL EXPENDITURES	<u>\$ 5,685,832</u>	<u>\$ 5,639,874</u>	<u>\$ 5,373,351</u>	0.81
<u>REVENUES</u>				
METERED WATER SALES	\$ 4,300,000	\$ 4,300,000	\$ 4,460,672	0.00
BULK SALES	\$ 40,000	\$ 32,000	\$ 26,695	25.00
HYDRANT CHARGES	\$ 492,780	\$ 480,813	\$ 470,306	2.49
PRIVATE FIRE	\$ 32,500	\$ 31,000	\$ 32,370	4.84
HOOK UP FEE	\$ 65,000	\$ 60,000	\$ 81,990	8.33
BASIC SERVICE CHARGE	\$ 1,050,000	\$ 1,025,000	\$ 1,032,680	2.44
LEASE INCOME	\$ 125,000	\$ 127,668	\$ 118,857	(2.09)
INTEREST ON CAPITAL	\$ 60,000	\$ 35,000	\$ 58,119	71.43
MISCELLANEOUS*	\$ 30,000	\$ 30,000	\$ 33,676	0.00
TOTAL REVENUE	<u>\$ 6,195,280</u>	<u>\$ 6,121,481</u>	<u>\$ 6,315,365</u>	1.21
RESERVED, CAPITAL	\$ 509,448	\$ 481,607	\$ 942,014	
DEBT SERVICE RATIO	1.25	1.24	1.47	

Miscellaneous Revenues include charges and fees such as: Inspection Fees, Interest Charges, Plan Review Fees, Hydrant Permit Fees and others.

**Clifton Park Water Authority
2020 Capital Budget**

<u>Item</u>	<u>Estimated Cost</u>
Brass Goods	\$ 19,000
Water Meters (Includes Routine Meter Replacements and Scheduled Replacements)	\$ 130,000
Fire Hydrants	\$ 21,000
(1) Pickup Truck	\$ 30,000
New Dump Truck	\$ 150,000
Well Redevelopment	\$ 15,000
SCADA Upgrades	\$ 8,100
Office Server	\$ 6,000
Variable Frequency Drive for Preserve Well 4	\$ 15,000
Tapping Tool	\$ 10,200
Total	<u>\$ 404,300</u>
 CPWA Fund Balance (as of 9/30/19)	 \$ 2,687,102



September 23, 2019

Town of Clifton Park NY
661 Clifton Park Ctr Rd
Clifton Park, NY 12065-1618

Re: Letter of Intent to Purchase Interest in Wireless Site ("LOI")

Dear Don Austin:

In consideration of the sum of \$100.00 ("Option Fee"), the receipt and sufficiency of which is hereby acknowledged, your signature below grants to TowerPoint Acquisitions, LLC and its successors and assigns ("TowerPoint") an exclusive option ("Option") to purchase your interest in the Lease ("Lease" as further described in Exhibit A) through an assignment of the Lease and the grant of an underlying telecommunications easement pursuant to the terms herein. TowerPoint may exercise the Option at any time within 90 calendar days of the date you sign this LOI (the "Option Period"). The Option Period will be extended for the length of any delay in delivering the due diligence items listed in Exhibit B. TowerPoint may exercise the Option by delivering executable closing documents to you. TowerPoint's exercise of the Option will require you to sell to TowerPoint the Lease on the terms set forth in a mutually agreed upon Easement Agreement and other documentation as required by the escrow/closing agent for the transaction - TitleVest Agency, LLC. The basic terms of the transaction are as follows:

Purchase Price: **\$1,550,000.00** paid in **15** installment payments with TowerPoint paying **\$103,333.38** of the Purchase Price at closing and **14** additional installments of **\$103,333.33** annually thereafter.

Easement and Lease Assignment for a term of ninety-nine (99) years

Revenue Sharing Provisions:

- TowerPoint Site Management Agreement: **55% in favor of the Landlord**
- New Tenant Rent: **55% in favor of Landlord** (New Tenant Rent will be generated from tenants collocating equipment on the equivalent of up to 250 sq. ft. outside the lease premises of the existing rooftop tenant.)

TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses. Landlord pays transfer/stamp or other tax (if any) and recording fees. Purchase price shall be pro-rated at closing based on interim monthly or annual rent payments and a rent check redirection period of the two (2) months following closing. Landlord shall retain rent checks for pro-rated periods and during the redirection period.

During the Option Period, you agree not to directly or indirectly solicit, initiate or participate in any discussions or negotiations with, or encourage or respond to any inquiries or proposals by, any persons, company or group other than TowerPoint concerning your Lease. You agree to promptly notify TowerPoint if any person, company or group seeks to initiate any discussions regarding your Lease. You further agree to work in good faith with TowerPoint to close this transaction. This LOI is intended as and shall be a legally binding commitment for you to sell your Lease. In the event of a breach of this LOI by you, TowerPoint shall, in addition to its other rights and remedies (including recording a copy of this LOI), be entitled to compensation for its time, effort and expense to evaluate this transaction and, in any action to enforce this LOI, to recovery of its reasonable attorneys' fees. The terms of this LOI are confidential and may not be disclosed without the prior written consent of TowerPoint, except to professionals engaged to evaluate and conduct the transaction on your behalf. You acknowledge that TowerPoint has given you no tax or legal advice in evaluating the transaction.

To the extent the terms of this LOI represent an offer by TowerPoint, the terms herein are subject to change by TowerPoint after October 14, 2019 if this LOI is not mutually executed. TowerPoint reserves the right to change the terms of this LOI following expiration.

Sincerely,
TowerPoint Acquisitions, LLC

Accepted and Agreed:
Town of Clifton Park NY

Jesse M. Wellner, Chief Executive Officer
September 23, 2019

Landlord's Signature Date

Print Name:

Title:

Exhibit ASite Location and Lease Terms

Site Location: 51 Castle Pines, Clifton Park, NY 12065

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
AT&T	\$2,318.60	Monthly	3%	Annual	August 1, 2020
T-Mobile	\$2,423.79	Monthly	3%	Annual	October 1, 2020
Verizon	\$2,353.20	Monthly	3%	Annual	March 1, 2020

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

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Here:

Exhibit B

Required Due Diligence Items

1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
3. Landlord Request for Information (RFI): Completed and executed including social security numbers for individuals with 20% or greater ownership positions in the entity which owns the property.
4. Landlord's comments or Landlord's counsel's comments, if any, to the Easement Agreement ("Easement") to be provided under separate cover (to be finalized in a mutually agreeable Easement) or return the Easement with each page initialed showing approval of the form Easement.
5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument).
6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporation	LLC	General Partnership	Limited Partnership	Condominium Association	Cooperative Corporation (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Incorporation	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

Within 10 days of signing this LOI, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this LOI.

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Here:

Submitted by: Connor Jacobson, Ph: (678) 987-4960, Email: connor.jacobson@towerpoint.com