

**CLIFTON PARK WATER AUTHORITY  
BOARD MEETING**

**Wednesday August 19, 2020  
3:00 PM**

**AGENDA**

**Old Business**

- Project to Increase Capacity from SCWA
  - Resolution to Award Bid
- Community Solar Proposal
  - Amended Proposal From Nexamp
- Knolltop Water Storage Tank Refurbishment
- SCWA Purchase Agreement Renewal
- Project to Investigate Capacity Improvements in Preserve
  - Resolution Authorizing Engineering Services

**New Business**

- Verizon Request for Installation of Telecommunications Tower at Boyack WTP

**Other Business**

- Approve Minutes of July 15, 2020 Meeting

**Clifton Park Water Authority**

**Resolution # \_\_\_\_, 2020**

**Amending Resolution # 25, 2019**

**Award Contract for SCWA Interconnect Upgrade**

**WHEREAS**, the Clifton Park Water Authority (CPWA) has received bids for work to upgrade the interconnect with the Saratoga County Water Authority, 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 William J. Keller & Sons, Inc., whose bid was \$1,000,000.00, 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 SCWA Interconnect Upgrade, in the amount of \$1,000,000.00, and amends the 2020 Capital Budget to include a line item of the same amount for the work and authorizes the CPWA Administrator to execute all necessary documents to implement this contract.

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  
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com



August 15, 2020

Mr. Don Austin, Administrator  
Clifton Park Water Authority  
661 Clifton Park Center Rd.  
Clifton Park, NY 12065

Re: *Bidding Results – August 14, 2020*  
*CPWA Interconnect with SCWA*  
*Clifton Park, NY*

Dear Don:

We have reviewed the bids received on August 14, 2020 for the above referenced project. The respective total bids, including the allowance, for each contractor are as follows:

<i>Bidder</i>	<i>Total Bid</i>
Wm. J. Keller & Sons, Inc.	\$1,000,000.00
R. B. Robinson Contracting, Inc.	\$1,012,883.00
Trinity Construction	\$1,049,363.00
CFI Contracting, Inc.	\$1,163,000.00
MCJ Construction, LLC	\$1,245,000.00
Rozell East, Inc.	\$1,264,500.00

The apparent low bidder for this contract is *Wm. J. Keller & Sons, Inc.* with a total bid of **\$1,000,000.00**. The bid opening report is attached for reference. After speaking with representatives of the apparent low bidder and assessing their qualifications, we find them suitable to perform the work for this project. Therefore, we can recommend that the contract be awarded to the apparent low bidder as identified above.

Please don't hesitate to call me at 518-786-7432 or e-mail at [c.kortz@ctmale.com](mailto:c.kortz@ctmale.com) with any questions or concerns.

Sincerely,

C.T. MALE ASSOCIATES

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

Charles R. Kortz, P.E.

Vice President of Engineering & Quality

Attachment



MAY 2018

## 5.0 ESTIMATE OF PROJECT COST

A budget level cost estimate was developed for the project, and is included in Table 1 below.

*Table 1- Budget Level Cost Estimate*

Description	Quantity	Units	Unit Price	Total Cost
3,125 GPM Package Pump Station	1	EA	\$365,000	\$365,000
Electrical Work	1	LS	\$80,000	\$80,000
Site Work	1	LS	\$280,000	\$280,000
			<b>Subtotal</b>	<b>\$725,000</b>
General Conditions (15%)				\$108,750
Engineering, Legal, Construction Administration (20%)				\$145,000
Contingency (20%)				\$145,000
<b>Total</b>				<b>\$1,123,750</b>

The total estimated project cost for this project is approximately \$1.124 million. The project cost includes a 20% contingency due to the schematic level of the project design.



Community Distributed Generation Disclosure Form		
<b>Customer Information</b>  <b>Distribution Utility</b>	<b>Customer Name:</b> _____ <b>Company:</b> Clifton Park Water Authority <b>Email:</b> _____ <b>Phone:</b> _____ <b>Utility Provider:</b> _____	<b>Utility Account:</b> See Schedule A <b>Billing Address:</b> 661 Clifton Park Ctr Rd Clifton Park, NY 12065 <b>Service Address (if different):</b> See Schedule A
<b>Overview</b>	This document describes your community solar subscription. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.	
<b>Price, Fees, and Charges</b>	<b>Cost to Enroll: \$0</b> <b>Discount: 12%</b> Each billing period, the price charged by Nexamp (the “Price”) will equal the value of the bill credits allocated to your Utility Account, less your Discount. The Price of your subscription will be determined by the value of bill credits allocated to your Utility Account, but your Discount is fixed for the full term of your subscription.	
<b>Project Location and Customer Allocation</b>	<b>Project Location:</b> National Grid <b>Customer Allocation (“Subscription Size”):</b> <b>Project Size:</b> 6,000 kW DC                                      See Schedule A <b>Anticipated Project Operation Date: October 2020</b> If a Project with an earlier anticipated Project Operation Date becomes available, we may assign you to that Project and notify you in advance.	
<b>Length of Agreement and Renewal</b>	<b>Subscription Type:</b> Pay-as-you-Go <b>Subscription Term:</b> Up to 20 years. If you need to cancel your subscription for any reason, you may do so at any time by following the guidelines below (under “Early Termination”).	
<b>Early Termination</b>	You may terminate your subscription, with no penalty, by providing Nexamp prior written notice of cancellation at least 120 days prior to the end of the current term. Nexamp may terminate your subscription for failure to make timely payment or other violations under the contract. All amounts due and payable to Nexamp will survive any Early Termination.	
<b>Estimated Benefits</b>	Your Utility Provider will distribute bill credits for the energy generated by your Subscription Size. Your savings will be equivalent to the value of bill credits multiplied by your Discount. <b>Estimated Annual Energy for your Subscription Size:</b> See Schedule A <b>Bill Credit Type:</b> Monetary Credits	
<b>Guarantees</b>	The energy generated by the Project will vary each month. This contract does not guarantee a minimum level of system performance or production of energy. Your Price will always reflect the Discount, but this contract does not guarantee savings on a monthly basis.	
<b>Data Sharing and Privacy Policy</b>	Your subscription authorizes Nexamp to request and receive historical electricity consumption information from your Utility Provider, which will not be shared with third parties. Our privacy policy can be found online: <a href="https://www.nexamp.com/privacy-policy">https://www.nexamp.com/privacy-policy</a>	
<b>Right to Cancel Without Penalty</b>	You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at 1-800-945-5124 or <a href="mailto:solarize@nexamp.com">solarize@nexamp.com</a> .	
<b>Customer Rights</b>	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at <a href="http://www.dps.ny.gov/complaints.html">http://www.dps.ny.gov/complaints.html</a> .	
<b>Other Important Terms</b>	Your Subscription Size may be adjusted, as needed, to better reflect your annual electricity consumption expectations.	
<b>Preparer Name and Contact Information</b>	<b>Contact:</b> Nexamp Community Solar Team <b>Email:</b> <a href="mailto:support@nexamp.com">support@nexamp.com</a>	<b>Phone:</b> 1-800-945-5124 <b>Address:</b> 101 Summer St, 2 <sup>nd</sup> Floor, Boston, MA 02110

Signature of Authorized Company Official or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Customer: \_\_\_\_\_ Date: \_\_\_\_\_

## Community Solar Three Year Subscription Agreement

### **Parties\* to this Agreement:**

**Provider:****Nexamp, Inc.**

Contact: Nexamp Community Solar Team

Email: support@nexamp.com

101 Summer St, 2<sup>nd</sup> Floor

Boston, MA 02110

**Customer:**

Company Name: Clifton Park Water Authority

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address:

661 Clifton Part Ctr Rd

Clifton Park, NY 12065

**Solar Project:** The “Project” is a community solar project located within the following utility territory:

**Meter Address** (if different from Mailing Address)  
See Schedule A

**Utility:** National Grid

**Utility Account number (“Account”):** See Schedule A

**“Project Operation Date”** is anticipated to be  
(or was): October 2020

**“Service Classification”:** See Schedule A

**“Discount”:** Twelve percent (12%)

**“Subscription Size”:** See Schedule A

If the Project is not currently operational, we will notify you of the actual Project Operation Date which will be the date on which the Utility grants permission to operate the Project.

We may, per the terms of this Agreement, adjust your Subscription Size to better reflect your expected annual electricity consumption and will notify you of any such adjustment.

\* Under this Agreement, Nexamp may be referred to as “Provider”, “us”, “we”, or “our” and Customer may be referred to as “you” or “your”.

Executing this Community Solar Subscription Agreement and the Community Distributed Generation Disclosure Form (collectively, the “Agreement”), allows Nexamp to direct your Utility to allocate monetary credits from a Nexamp project to your electric Utility bill. The dollar amount of the credit you receive will be based on your Subscription Size as a portion of the Project’s electricity output (the “Credit”). In exchange for receiving this Credit on your Utility bill, you will pay us the Credit value less your Discount (the “Price”). For example, if your Subscription Size results in a Credit of \$100, you would receive a credit on your Utility bill of \$100 and you would owe Nexamp only \$90, which is a 10% savings to you.

In a given billing period, if your Subscription Size results in a Credit in excess of your Utility costs, such excess Credits will roll over to be applied towards future Utility costs; and, if your allocated Credit is less than your monthly electricity bill, you will owe the balance to the Utility.

In consideration of the mutual premises, representations, warranties, covenants and conditions herein, the Parties agree as follows.

1. **Term:** The term of this Agreement begins on the date you execute this Agreement (the “Effective Date”) and will continue, unless terminated earlier pursuant to the terms herein, through the date upon which the transactions for the final Credit delivery 3 years from the Project Operation Date are complete (the “Term”). Under this agreement, we will act as the “Sponsor” or “CDG Host”, and you will act as the “Community Solar Subscriber” or “CDG Satellite.” This contract will automatically renew for another 3 year term unless either Party provides written notice of cancellation at least 120 days prior to the end of the current Term. provided however, such renewal may in all events only extend through the 25<sup>th</sup> anniversary of the Project Operation Date.
2. **Early Termination:** This Agreement may be terminated prior to the end of the Term (the “Early Termination Date”) by:
  - a. You pursuant to Sections 8 or 9 of this Agreement;
  - b. Nexamp, upon notice to you (i) at any time prior to the actual Project Operation Date, if we determine that developing the Project no longer feasible, (ii) if community solar is no longer available for the Project, (iii) upon three (3) months prior written notice; (iv) upon your default of this Agreement.

Upon early termination under this Section 2, each Party shall perform all obligations due to the other Party that arose prior to the Early Termination Date (including any transactions for the final Credit delivery) after which, the Parties shall have no further obligations hereunder, except those which survive this Agreement’s expiration or termination. You understand that, should excess Credits remain to be applied to your Utility Account at such a time when you terminate this Agreement, you may forfeit the entirety of such excess Credit as required by operation of Utility policies and applicable law.

3. **Sale and Purchase; Payment:**
  - a. We will invoice you for the Price each Utility billing period, and you agree to pay the invoices within 30 days of the invoice date.
  - b. You will automatically be enrolled in our autopay electronic billing program and are responsible for providing your payment information via our customer portal which can be accessed at [cs.nexamp.com](http://cs.nexamp.com). At any time and without penalty to you, you may opt out of our autopay program via our portal or request to receive a paper invoice by sending a written notice to us.
4. **Delivery; Change of Account; Acknowledgments:**
  - a. To deliver the Credit to you, we will deliver the Project’s electricity to the Utility at the Project meter as the electricity is produced, from the actual Project Operation Date through the Term.
  - b. You understand:
    - i. that the Credit delivered to you in any particular billing period will be reflected on your Account statement according to the Utility’s billing cycle.
    - ii. that the Utility will meter and record the Project’s electricity production and will apply the Credit to your Utility Account according to our direction;
    - iii. the Utility will be solely responsible for calculating the value of the Credit applied to your Utility bill in accordance with applicable Utility tariffs and applicable law.
  - c. You may change your Utility Account for Credit delivery by written notice to us, provided that your new account is in the same Utility territory as the existing Account or is otherwise approved by us. Our acceptance of the change is contingent on Utility’s approval of the change. The last bill for the former account and first bill for the new account will depend on the Utility’s tariffs and procedures for disenrolling and enrolling subscriptions.



- d. You agree that you will not change your Service Classification unless you have requested in writing and received our approval.
5. **Title:**
- a. As between the Parties, we will claim and receive any and all tax, environmental or other credits, grants, subsidies, renewable energy credits, carbon offset credits, rebates or other benefits related to the Project or its output, and any other benefits or profits of owning the Project (including any capital appreciation), both presently and in the future. You will NOT have the option to buy any equipment of the Project at any time during or at the end of the Term.
  - b. This Section shall survive Agreement termination.
6. **Assignment:**
- a. We (including any successor or subsequent assignee) may assign, sell or transfer the Project and/or the rights and obligations under this Agreement to any person without your consent including making collateral assignments for security purposes, and you hereby consent to the assignment, sale, or transfer of the Project to any lender or financing party (including agents acting on their behalf) and the collateral assignment of our right, title and interest in and to this Agreement as security for any financing incurred by us or our affiliates.
  - b. You may not sell, transfer or assign this Agreement, either in whole or in part, or the Credits purchased under this Agreement, to anyone without our express written consent.
7. **Termination for Default.** You will be in default if you fail to make a monthly payment within 60 days of the invoice date, or if you breach, fail to perform or comply with any material covenant, representation or agreement herein set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from us. If you are in default, we may terminate this Agreement and disenroll your subscription. If we terminate this Agreement, you may be charged the Price for Credits through the date your subscription with Utility has been disenrolled , plus an administrative fee (not to exceed \$250) for reasonable and documented costs paid by us to collect the amount owed by you. In addition, we may sell Credits to persons other than you and recover from you any loss in revenues. This Section shall not otherwise limit a Party's remedies at law or equity.
8. **Entire Agreement; Modifications in Writing; Survival:** This Agreement contains the Parties' entire agreement, and there are no other agreements between the Parties regarding the Project or the Credit, either written or oral. We reserve the right to amend your Subscription Size to better reflect your expected annual electricity consumption or to designate a replacement Project from time to time with 90 days notice, provided however, that you have a right to terminate this Agreement without penalty within 90 days of our sending such changes by contacting us. Any modification of this Agreement requires the written approval of both Parties. Any delay or failure of a Party to enforce the obligations of the other Party under this Agreement shall not constitute a waiver of such obligations or a Party's right to enforce the same and shall not affect the validity of this Agreement. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, the matter shall be resolved by arbitration and an arbitrator may reform the Agreement as the arbitrator deems just and equitable in order to restore to

the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

9. **Change in Law:** Notwithstanding anything else in this Agreement, if there is a change in law that materially affects our ability to perform obligations under this Agreement or that materially reduces the value of the Credits, we may amend this Agreement as necessary within our discretion on 90 days notice and providing all changes to this Agreement to you. You have a right to terminate without penalty within 90 days of our sending amendments under this provision by contacting us. For the purposes of this section, a change in law is a change federal, regional, state, or local statute, regulation, or guidance, or any decision or interpretation of an agency of such a government (including a court), including but not limited to decisions or interpretations of the New York State Public Service Commission
10. **Governing Law:** This Agreement is governed by the law of the State of New York without giving effect to the principles of conflict of laws that would require the application of any other law.
11. **Notices:** All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing or to the email address provided by you, shall be deemed delivered five business days after it was mailed (except notice provided by email shall be deemed delivered when sent), and shall be sent by any of the following methods: first class mail; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the Parties' addresses stated on page 1.
12. **Limitation of Liability and Warranty Disclaimer:** TO THE MAXIMUM EXTENT PERMITTED BY LAW
  - (A) EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY; AND
  - (B) EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING ITS OBLIGATIONS OR THE PROJECT. PROVIDER DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.
13. **Indemnification:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AND ITS SUCCESSORS AND ASSIGNEES, AND ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS, FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, ACTIONS, COSTS, JUDGMENTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), PENALTIES, DEMANDS AND LIENS ASSERTED BY OR RESULTING FROM CLAIMS, ACTIONS, SUITS OR DEMANDS BY ANY THIRD PARTY, OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM SUCH PARTY'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14. **Cooperation:** You agree to cooperate with us and the Utility as reasonably necessary to ensure this Agreement complies with community shared solar laws and regulations.
15. **Authorization to Receive Historical Consumption Information.** During the Term of this Agreement, you will need to provide your electric utility account information. This information is needed to determine the solar production required to offset your usage; we may under Section 8 of this Agreement propose a different subscription size during Term to reflect changes in your usage patterns.. You authorize Nexamp to request and review your historical electricity information from your local utility as long as you remain a customer under this Agreement. Your utility account information will not be shared with third parties. We reserve the right to update or adjust our utility data policy with notification if these changes impact you based on your contract or subscriber status. Our utility data policy can be found online at: <https://www.nexamp.com/privacy-policy>.
16. **Customer Status with Utility.** You hereby certify to us and permit us to confirm with the Utility that you are not already treated by the Utility as a net metered customer generator, a remote net metered host, or a CDG satellite account. You understand that your treatment under any of the foregoing will disqualify you from receiving Credits from us and shall permit us to immediately terminate this Agreement upon written notice.
17. **Customer's Rights:** You acknowledge that you are advised of your rights under New York's Home Energy Fair Practices Act (a summary of which can be found at [http://www.dps.ny.gov/HEFPA\\_Brochure\\_12-08.pdf](http://www.dps.ny.gov/HEFPA_Brochure_12-08.pdf)), and under the Uniform Business Practices for Distributed Energy Resources Suppliers (a summary of which can be found at <https://www.nyserda.ny.gov/-/media/A592A57FE72649FB88DD25E001CA803B.ashx>). You understand that if you have complaints about us or general questions, you may contact the Office of Consumer Services, New York State Public Service Commission, Empire State Plaza, Agency Building 3, Albany, NY 12223-1350, 1-800-342-3377.
18. **Press Releases.** Neither Party shall issue any press release or make any public statement or announcement of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Credits without the express written consent of the other Party.
19. **Customer Representations and Covenants.**
  - a. You hereby represent and warrant to us that (a) you have read and understand the terms of this Agreement and have had the opportunity to ask questions of us and to seek the advice of an attorney, if desired, (b) you are duly organized, validly existing and in good standing under the laws of the state in which you are organized, (c) the execution of this agreement is duly authorized, and each person executing the Agreement on behalf of you has the full authority, right and power to do so and to fully bind you, and such execution, delivery and performance does not violate any applicable law, (d) this agreement is your valid obligation and is enforceable against you in accordance with its terms, (d) your name is associated with the Utility Account, and (e) all information provided by you, including Utility and banking information, is accurate, true and complete in all respects.
  - b. You shall provide to us on or prior to the Effective Date and annually thereafter through the Term of this Agreement, a copy of your most recent years financial statements and, if available, credit rating information.

**Customer**

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

Name: \_\_\_\_\_

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

**Provider**

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

Name: Allan Telio

SVP of Community Solar

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

# Schedule A - Clifton Park Water Authority

Account Owner Name	Service Address	Rate Class	Account Number	kW Allocation (DC)	kWh Allocation
Town of Clifton Park Water Authority	36 Boyack Rd	SC3	18690-18101	30	36,522
Town of Clifton Park Water Authority	Riverview Rd	SC3	19090-18105	30	36,522
Town of Clifton Park Water Authority	Oakwood Blvd Pump	SC2D	10090-11108	30	36,522
Town of Clifton Park Water Authority	Lapp Rd Pump	SC2D	05690-16100	23.5	28,439
Town of Clifton Park Clifton Park Water Authority	661 Clifton Park Center Rd OFC	SC2D	19110-13003	18	21,597
Clifton Park Water Authority	1463 Route 146	SC2D	76126-27001	30	36,522
Clifton Park Water Authority	171 Eastline Rd	SC2	36584-28000	7.5	9,252
Clifton Park Water Authority	Kinns Rd	SC2	94338-16113	12.5	14,927
Clifton Park Water Authority	00 Miller Rd, Water Tank	SC2D	59811-38000	18	21,673
Clifton Park Water Authority	Vischers Ferry Rd	SC2D	33938-20108	30	36,522
Clifton Park Water Authority	Blue Spruce Ln Pump	SC2D	37538-13109	30	36,522
Clifton Park Water Authority	3 Colina Ln Unit A	SC2D	32138-18111	25	30,356
Town of Clifton Park Water Authority	51 Castle Pines	SC2D	14938-20108	14.5	17,594
Clifton Park Water Authority	1 Woodstream Dr	SC3	19538-10119	30	36,522
Total				329.0	399,492

**Clifton Park Water Authority**

**Resolution # \_\_\_\_, 2020**

**Amending Resolution # 25, 2019**

**Authorize Engineering Work for Preserve Water Supply Investigation**

**WHEREAS**, the Clifton Park Water Authority (CPWA) wishes to move forward with a project to investigate additional water supply capacity at the existing Vischer Ferry Preserve Well Site, and

**WHEREAS**, CT Male has provided the CPWA with a proposal for engineering services related to this project in the amount of \$33,900 for the installation of two (2) test wells, data collection, data review and reporting, and

**WHEREAS**, the CPWA will provide test pumps and absorb all costs of laboratory testing of water from the test wells at an estimated cost of \$6,500.00, 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 CPWA Board of Directors hereby amends Resolution #25, 2019 to include an additional \$40,400 item in the 2020 CPWA Capital Budget for engineering services, pumping equipment and laboratory testing related to the investigation into additional water supply capacity at the Vischer Ferry Preserve Well Site.

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  
518.786.7400 FAX 518.786.7299 www.ctmale.com



Draft July 31, 2020

**Final August 18, 2020**

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

Re: *Proposal for Professional Engineering Services  
Vischer Ferry Preserve Water Supply Investigation*

Dear Don:

We are pleased to present the following proposal for professional engineering services for the investigation of additional water supply capacity at the existing Vischer Ferry Preserve Wells site.

In preparation of this proposal, we have reviewed historical information in our files regarding the installation of the existing wells, site plan for the Vischer Ferry Preserve (Preserve), and information related to previous permitting efforts associated with drilling wells along the Mohawk River in the Preserve. Additionally, we also arranged and participated in a conference call with the Glens Falls District Office of the NYS Department of Health (DOH) to have a preliminary discussion about the installation of shallow wells along the bank of the Mohawk River specifically meant to draw water from the River. Based on our initial research and discussion with DOH, we have presented below a scope of services for an initial investigation into the feasibility of installing drinking water wells along the Mohawk River. The well(s) would be pumped to the Boyack Road Water Treatment Plant for treatment prior to distribution.

## **Scope of Services**

### **Task 1 – Test Wells**

1. Drill two (2) test wells in the Preserve along the bank of the Mohawk River. The wells will be drilled by a DOH certified well driller. The anticipated depths of the wells are 30-35 feet below ground surface.
2. Based on review of the previous project files, the 2 areas for the test wells are: south of OB-4; and the area of OB-13 (see map attached). The test well will be 8-inches in diameter with a 10-foot section of telescoped well screen. Eight-inch diameter wells are planned to allow for a larger submersible to be installed as compared to a 6-inch diameter well.

# C.T. MALE ASSOCIATES

August 18, 2020

Mr. Don Austin

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## **Task 2 – Pump Tests and Sampling**

Upon successful installation of the test wells, a pump test and water quality sampling will be performed to determine if the well locations are appropriate for new well supplies in adequate capacity and of sufficient quality. *This work will be conducted by CPWA staff, with 10 hours of oversight by C.T. Male staff geologists.*

1. Conduct pumping tests of each new test well for approximately 2 to 3 weeks. Water level pressure/temperatures will be deployed in the pumping wells, the river (temporary staff gauge) and several other existing wells with the Preserve to evaluate aquifer characteristic and infiltration from the river. *C.T. Male will provide CPWA with the water level and temperature sensors. CPWA will perform the well tests.*
2. Water samples from each test well and the river would be collected at the start of each pumping test and twice per week thereafter during the pumping period. These samples would be analyzed for Iron, Manganese, Total Dissolved Solids, pH, Hardness and Alkalinity. *CPWA will perform the sampling.*
3. Prior to shut down of the pumping tests, samples from each well will be collected for full NYSDOH Part 5 and PFAS analyses. *CPWA will perform the sampling.*

## **Task 3 – Hydrogeologic Data Review and Reporting**

1. Prepare a report detailing the results of the test wells pump testing and water quality sampling. Water level data from the test wells, monitoring wells and river, and the water quality results for groundwater and river will be utilized to evaluate hydraulic connection between the aquifer and river.
2. Analysis of required changes or upgrades to the Boyack Road Water Treatment Plant to accommodate the new well(s). Note that this effort will only be undertaken if the wells look to be suitable as production well locations.

## **Task 4 – Capacity Increase Alternatives Report**

1. Prepare a report that identifies 3-4 alternatives for increasing the water supply capacity of CPWA. One of the alternatives will likely be drilling additional well(s) in the Preserve.
2. The report shall identify the feasibility of the alternatives presented and shall include budget level cost opinions.
3. The report shall also address the time horizons likely needed to implement each of the studied alternatives.



## C.T. MALE ASSOCIATES

August 18, 2020  
Mr. Don Austin  
Page - 3

4. The report shall recommend a path forward which may include a "do nothing" alternative, recommendation of a single alternative, or a phased approach potentially combining two or more alternatives.

### **Proposed Fees**

For the above-presented scope of work, we propose the following fee schedule:

	<b>Basis of Payment</b>	<b>Total Cost</b>
Task 1 – Test Wells	Lump Sum	\$25,000
Task 2 – Pump Tests & Sampling	Lump Sum	\$1,400
Task 3 – Reporting	Lump Sum	\$7,500
<b>Tasks 1 – 3 Total</b>		<b>\$33,900</b>
Task 4 - Capacity Increase Alternatives Report	Lump Sum	TBD

Preparation of an Engineering Report detailing the alternatives to increase water supply capacity will not be authorized until the CPWA Board reviews the results of the reporting in Task 3. Upon consideration of the viability of additional wells in the Preserve, Task 4 may be authorized and a fee can be presented. The scope of work is presented herein for informational purposes at this time.

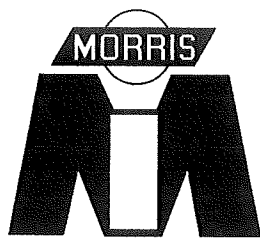
Please don't hesitate to contact me at any time at 518-848-5457 or [c.kortz@ctmale.com](mailto:c.kortz@ctmale.com) if you have any questions regarding this proposal.

Sincerely,  
C.T. MALE ASSOCIATES  
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

Charles (Chad) R. Kortz, P.E.  
Vice President of Engineering & Quality

Attachment

C: Kirk Moline, P.G., C.T. Male

**Morris Industries, Inc.**

New York Division  
44 Route 146  
Mechanicville, NY 12118  
Phone: (800) 635-6591  
morrispipe.com

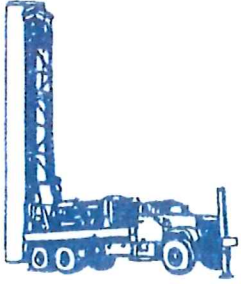
**Quote**

ORDER DATE	08/18/20
ORDER NO.	20002593-00
P.O. NO.	
PAGE #	1

SHIP TO: CLIFTON PARK WATER AUTH  
661 CLIFTON PARK CTR ROAD  
DON AUSTIN 518-383-1122  
DAUSTIN@CPWA.ORG  
CLIFTON PARK, NY 12065-1618

Customer #: 20330350  
BILL TO: CLIFTON PARK WATER AUTH  
661 CLIFTON PARK CTR ROAD  
CLIFTON PARK, NY 12065-1618

PLACED BY		REQUIRED DATE		SHIP VIA		TERMS			TAKEN BY	
DON AUSTIN		08/18/20		Pickup		2% 15 Net 30			snc	
LINE NO.	PRODUCT AND DESCRIPTION	QTY ORD	# OF PCS	QTY B/O	QTY AVAIL	LIST PRICE	UNIT DISCOUNT	UNIT PRICE	EXTENDED PRICE	
1	16B70001 GRUNDFOS 385Z75-1 4NPT 6" 60	1			1	2141.00	50.00%	1070.500	1070.50	
2	0542753301 FRANKLIN MOTOR 7.5HP 460V-3 PHASE 6"	1			1	2727.00	50.00%	1363.500	1363.50	
3	0754440000 4 (7939) FLOMATIC 80DI CHECK VALVE	1			1	639.00	50.00%	319.500	319.50	
4	0104511208 4-1/2 OD 11LB SCH 40 GALV PIPE F/L T&C	42	2		42	14.50	0.00%	14.500	609.00	
5	0716405123 12/3 HEAVY DUTY FLAT PVC CABLE W/GROUND 500'	500			500	1.48	50.00%	0.740	370.00	
5	Lines Total	Qty In Stock Total:			545			Total	3732.50	
								Order Total	3732.50	



# Smith Well Drilling

## Water Well Contractors

- WELL DRILLING • TEST DRILLING • WELL & PUMP REPAIRS • PUMP INSTALLATION •
- GROUND WATER INVESTIGATIONS • HYDRO-FRACTURING •
- INDUSTRIAL AND MUNICIPAL WATER SUPPLY CONTRACTORS •



July 15, 2020

C. T. Male Associates, PC  
50 Century Hill Drive  
Latham, NY 12110  
Attn: Kirk Moline

Re: Test Water Wells-CPWA Vischer Ferry Preserve

Dear Kirk,

Thank you for contacting us regarding the two test wells at Vischer Ferry Preserve.

Our pricing includes the following:

Item	Unit	Cost
M&D	Lump Sum	\$7500.00
6 inch drilling with casing:	per foot:	\$125.00
8 inch drilling with casing:	per foot	\$150.00
10' telescoped screen (6") with installation:	per foot	\$280.00
10' telescoped screen (8"): with installation:	per foot	\$450.00
Locking Well Cap:	each	\$150.00
Well Development (assume 16 hours):	per hour	\$450.00



[smithwelldrilling.com](http://smithwelldrilling.com)

PO BOX 585, NIVERVILLE, NY 12130 • 518-758-6142 • FAX 518-784-2765



Thank you for contacting our office, and feel free to call with any questions or concerns regarding this quote.

Sincerely,

Tyler Wills, MGWC



**Layne Christensen Co.**

134-2 Layne Lane  
Schoharie, NY 12157

T 518-295-8288

F 518-295-8289

[graniteconstruction.com](http://graniteconstruction.com)

## Clifton Park NY Test Wells (6" and 8" options)

<u>Task</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
M&D	Lump Sum	1	7480	\$ 7,480.00
6 inch drilling with casing (2 wells)	per foot	65	165	\$ 10,725.00
8 inch drilling with casing (2 wells)	per foot	65	210	\$ 13,650.00
10' telescoping screen (6") with installation	per foot	20	320	\$ 6,400.00
10' telescoping screen (8") with installation	per foot	20	430	\$ 8,600.00
Locking Well Cap	each	2	85	\$ 170.00
Well Development (assume 16 hours)	per hour	32	430	\$ 13,760.00
			<b>Est. Total</b>	<b>\$ 60,785.00</b>
*Assumes either 6" or 8" will be selected				
*Layne can mobilize nearly immediately				

Don:

Thanks for taking my call this afternoon. Attached is the Lease Exhibit and Survey of your property.

The initial business terms I suggest are:

1. Term – 25 years total. Initial Term of 5 years with four renewal options, each for five years.
2. Rent -- \$1,000 a month
3. Rent Escalation – 1% per year

I understand you need your Engineer needs to review the Lease Exhibit and your Board must discuss the project overall.

Please call or email me with any questions and or comments.

Thanks Again,

Chuck Bruttomesso

Site Acquisition and Business Development

Airosmith Development

318 West Avenue, Saratoga Springs, NY 12866

*We've moved! Please note our new address above.*

(860) 306-8355 Cell

(518) 306-1711 Fax

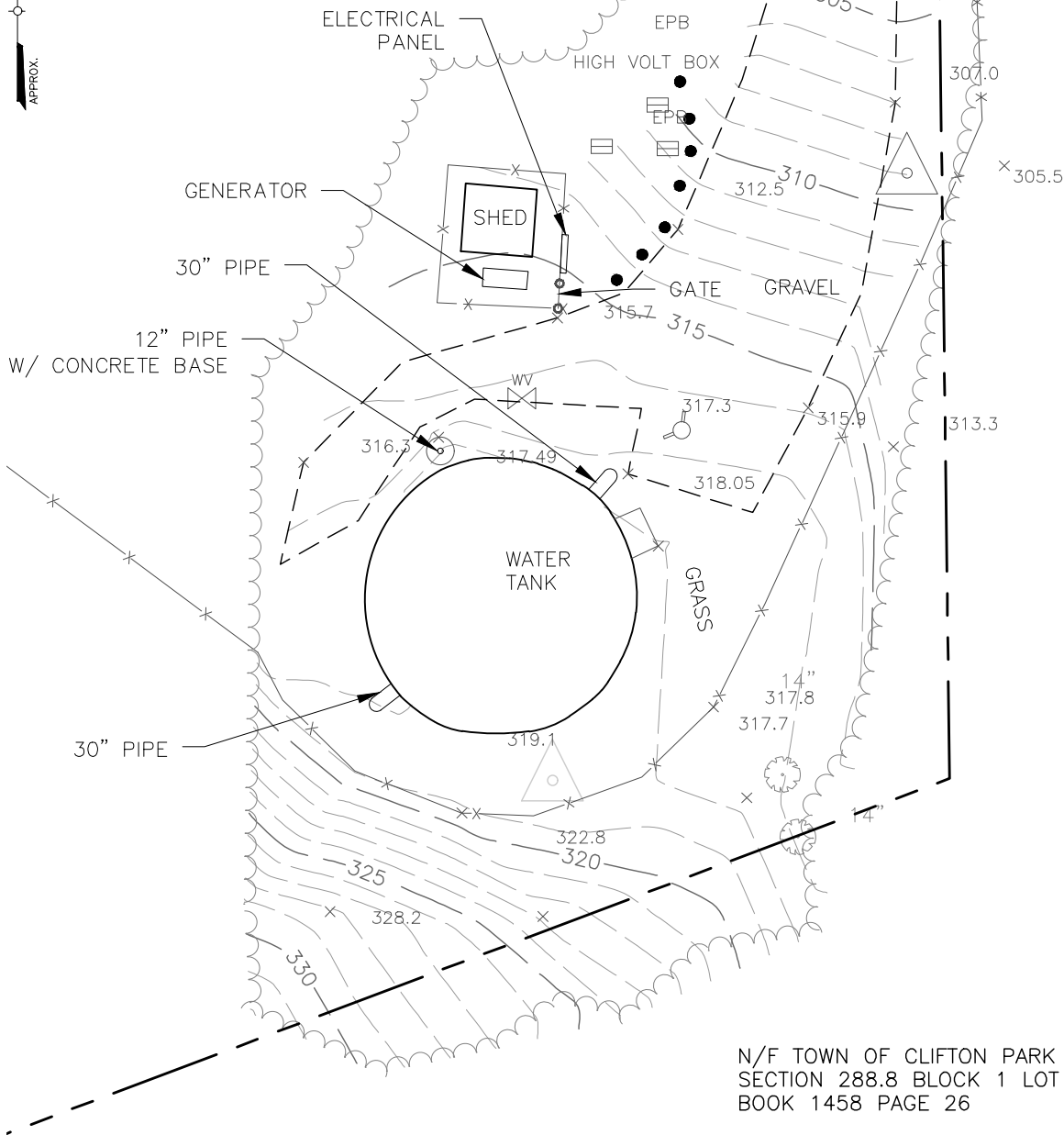
[cbruttomesso@airosmithdevelopment.com](mailto:cbruttomesso@airosmithdevelopment.com)

[www.airosmithdevelopment.com](http://www.airosmithdevelopment.com)



N/F TOWN OF CLIFTON PARK  
SECTION 288.8 BLOCK 1 LOT 56  
BOOK 1327 PAGE 691

8' CHAINLINK  
FENCE



N/F TOWN OF CLIFTON PARK  
SECTION 288.8 BLOCK 1 LOT 56  
BOOK 1458 PAGE 26



PARTIAL SURVEY

SCALE: 1" = 30'

**Tectonic**  
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.  
70 Pleasant Hill Road Phone: (845) 534-5959  
P.O. Box 37 (800) 829-6531  
Mountainville, NY 10953 [www.tectonicengineering.com](http://www.tectonicengineering.com)

Project Contact Info  
36 British American Blvd.  
Suite 101  
Latham, NY 12110

Phone: (518) 783-1630

CLIFTON PARK SOUTH - LEASE EXHIBIT

PROJECT # 20192091022 - LOCATION CODE # 603643

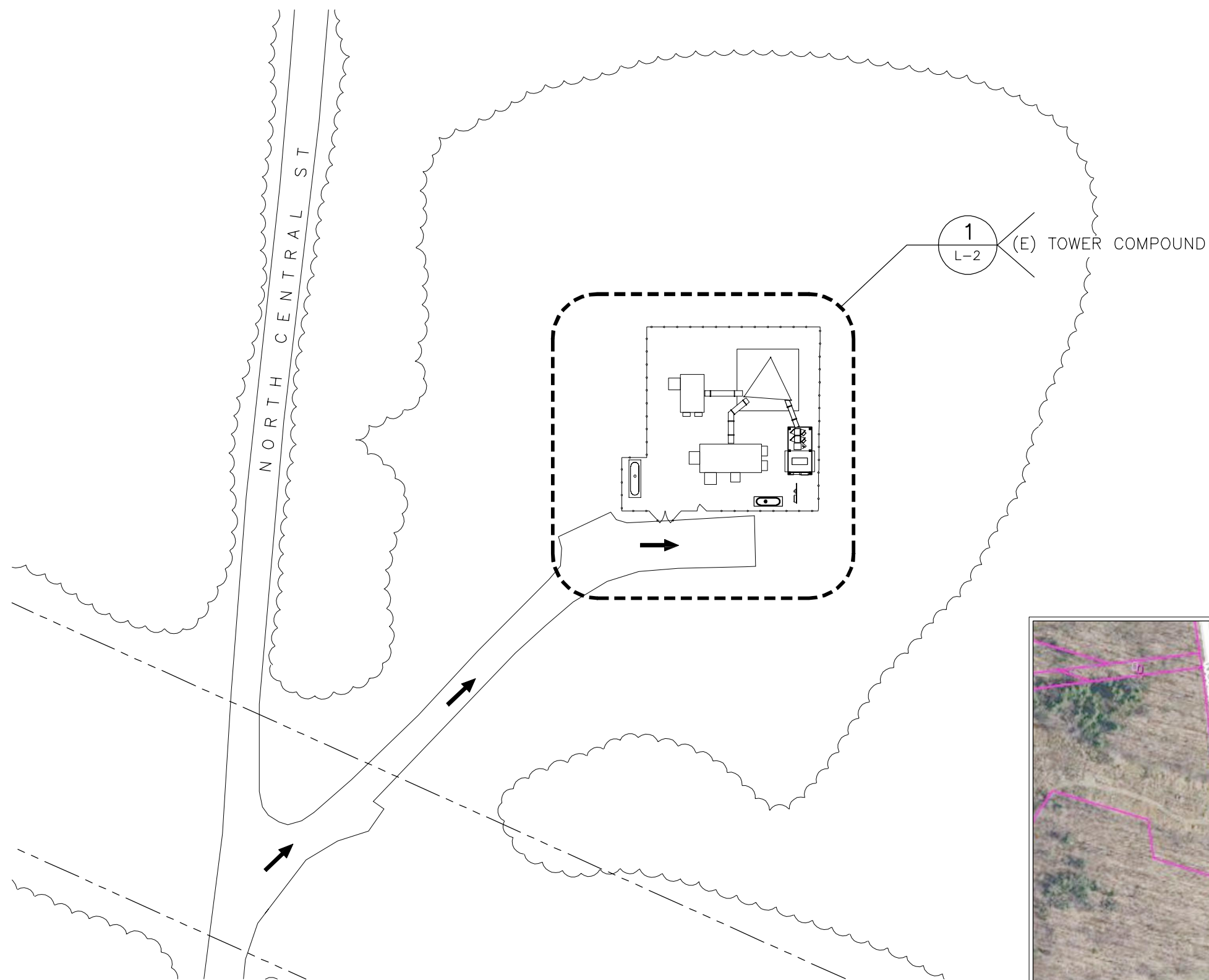
36 BOYACK ROAD - TOWN OF CLIFTON PARK  
SARATOGA COUNTY, NY 12065

CELLCO PARTNERSHIP,  
(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:10272.32	ISSUED BY: GS	DATE: 7/24/20	SCALE: AS NOTED	SHEET: SU-101	REV: 1
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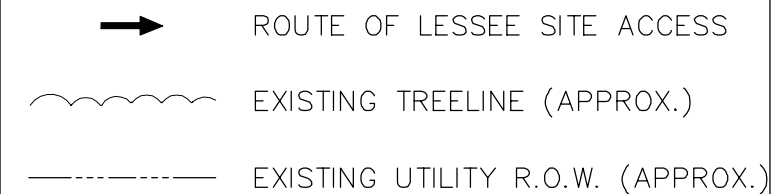
LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

TOWER COORDINATES: LAT.: 42°-31'-33.5"  
(REFERENCED FROM GOOGLE EARTH PRO SOFTWARE) LNG.: 72°-54'-54.3"

GROUND ELEVATION: 1805' ± A.M.S.L.

## SYMBOL LEGEND



## KEY PLAN

NOT TO SCALE



## PARTIAL SITE/ SITE LOCATION PLAN

SCALE: 1" = 50'

GRAPHIC SCALE



( IN FEET )

1 inch = 50 ft.



APPROXIMATE  
NORTH

[illegible]

ACCEPTED MANUSCRIPT

**CEN<sup>TEK</sup> engineering**  
Centered on Solutions™  
www.CenTekEng.com  
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(203) 488-8587 Fax  
63-2 North Branford Road, Branford, CT 06405

**Cellco Partnership d/b/a Verizon Wireless**

PLAINFIELD, MA

158-159 NORTH UNION STREET  
PLAINFIELD, MA 01070

DATE:	06/04/2020
SCALE:	AS SHOWN
JOB NO.	20083.02

SHEET NO.

L-1



## LEASE EXHIBIT

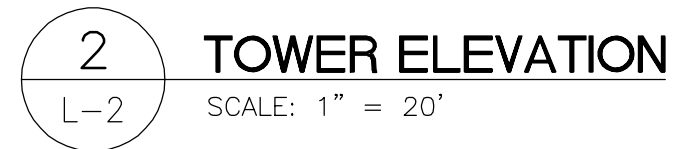
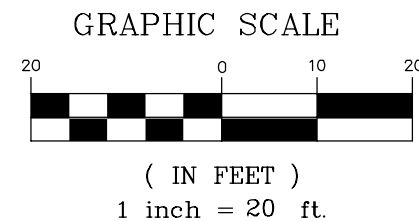
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## NOTES:

1. THE PROPOSED LESSEE ANTENNA INSTALLATION TO CONSIST OF A TOTAL OF (6) PANEL ANTENNAS, ASSOCIATED APPURTENANCES & CABLING.
2. PROPOSED 25 KW AC BACKUP POWER GENERATOR TO BE LOCATED ON EQUIPMENT PAD.
3. POWER AND TELCO UTILITIES SHALL BE ROUTED FROM EXISTING DEMARCS LOCATED WITHIN OR ADJACENT TO THE EXISTING COMMUNICATIONS FACILITY.

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DATE:	06/04/2020
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JOB NO.	20083.02

SHEET NO.

**L-2**