

**CLIFTON PARK WATER AUTHORITY
BOARD MEETING**

**Wednesday, December 15, 2021
7:00 PM**

AGENDA

- Approve Minutes of November 10, 2021 Meeting

Privilege of the Floor

Old Business

- Project to Increase Capacity from SCWA
- Verizon Request for Installation of Telecommunications Tower at Boyack WTP
- Engineering RFQ

New Business

- T-Mobile Equipment Modification Request
- NYS Low Income Household Water Assistance Program

Other Business

Clifton Park Water Authority

Resolution # ___, 2021

Authorize T-Mobile Equipment Modifications at Knolltop Tank

WHEREAS, T-Mobile Northeast LLC (T-Mobile) has requested consent from the CPWA for modification of their telecommunications equipment at the CPWA's Knolltop Water Storage Tank, and

WHEREAS, the additional loading is minimal and poses no significant structural impacts to the tank, and

WHEREAS, the Lease Agreement between the CPWA and T-Mobile requires approval by the CPWA for such modifications when additional loading on the tank is proposed, and

WHEREAS, T-Mobile has provided plans and structural analyses for these modifications that have been reviewed and deemed acceptable by the CPWA's Administrator and CT Male Associates, now therefore be it

RESOLVED, that the CPWA Board of Directors hereby consents to the equipment modification request by T-Mobile and authorizes the CPWA Administrator to execute any documents needed to provide such consent.

Motion By: _____

Seconded By: _____

Roll Call Vote:

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

Via E-mail: daustin@cpwa.org

August 25, 2021

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

**Re: Notice of Modification of Antenna Facilities
T-Mobile # 3SAA114A – 51 Castle Pines, Clifton Park, NY**

Dear Mr. Austin:

T-Mobile Northeast LLC, as successor in interest to Omnipoint Communications, Inc. (“Lessee”) entered into a Water Tower Lease Agreement on October 16th, 2007, with the Clifton Park Water Authority (“CPWA” or “Lessor”) for a site located at the above-referenced address (the “Property”), to install telecommunications equipment as defined therein on the Property.

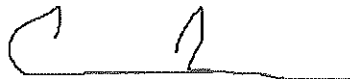
This letter is to notify you that T-Mobile Northeast LLC will be performing minor modifications to its antenna facility located on the premises, according to the terms of the lease. The proposed modifications will take place within the existing lease area and include the following: replacing three (3) existing antennas with three (3) new antennas, removing three (3) existing tower mounted amplifiers, and replacing them with six (6) new remote radio heads, removing three (3) existing bias T, removing three (3) coaxial cables, and replacing them with three (3) HCS (hybrid fiber) cables. Please anticipate our Modification Department contacting you or your representative in the coming weeks to schedule access.

If you accept the terms of this Acknowledgment and Consent Letter set forth above, please sign and date and kindly return a scan copy via e-mail to cmcdonough@nbcllc.com. Should you have any questions or concerns, please contact Chris McDonough at (717)947-0149. We thank you for your cooperation in this matter.

Sincerely,

Acknowledged, Accepted and Agreed:

Landlord: Clifton Park Water Authority



Chris McDonough
NB+C
Senior Site Acquisition Specialist
As Contractor for T-Mobile Northeast LLC

By: _____

Date: _____

Please provide a contact name and phone number for NB+C, LLC so T-Mobile can schedule the necessary work.

Contact Name & Number:

Clifton Park Water Authority

Resolution # ___, 2021

Approve Agreement for NYS Low Income Household Water Assistance Program

WHEREAS, New York State has received federal funds that will be used to assist low income households with payment of water and wastewater charges through the NYS Low Income Household Water Assistance Program (LIHWAP), and

WHEREAS, payments under this program will be made directly to the vendor, and

WHEREAS, in order to receive payment under this program, it is necessary for the CPWA to enter into a vendor agreement with the NYS Office of Temporary and Disability Assistance, now therefore be it

RESOLVED, that the CPWA Board of Directors hereby agrees to enter into a vendor agreement, as attached, with the NYS Office of Temporary and Disability Assistance and authorizes the CPWA Administrator to execute the agreement and any other documents or instruments necessary to facilitate this agreement.

Motion By: _____

Seconded By: _____

Roll Call Vote:

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



Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

BARBARA C. GUINN
Executive Deputy Commissioner

November 05, 2021

Dear New York State Drinking Water and/or Wastewater Supplier:

This is to provide you with information and a Vendor Agreement for the New York State Low Income Household Water Assistance Program (LIHWAP). Please review all enclosed materials carefully.

LIHWAP was established through the Consolidated Appropriations Act, 2021 and the American Rescue Plan Act, 2021. New York State will use these funds to assist low income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services. Benefits will be issued directly to drinking water and wastewater providers to restore or prevent loss of drinking water or wastewater services. The Office of Temporary and Disability Assistance (OTDA) will operationalize LIHWAP benefits in two phases. Phase one funding and outreach will target households with arrears for unpaid charges for drinking water and/or wastewater services. In phase two, OTDA will reevaluate available funding and if feasible, focus on establishing a benefit to assist eligible households with current drinking water and/or wastewater bills. This is a New York State administered program that will start on December 1, 2021 and end on September 30, 2023, or when funding is exhausted, whichever occurs first.

Vendor Agreement:

- A signed Vendor Agreement and completed Substitute Form W9/AC 3237-S (Rev. 1/17) are required in order to participate in and receive LIHWAP payments. The signed agreement will apply to all customers in your service territory within New York State. Vendor Agreements and program participation will be managed centrally by OTDA through the LIHWAP Bureau.
- Please review all documents carefully before signing.
- You may not make any changes to the Vendor Agreement, please contact us if you have any questions at: NYSLIHWAP.vendor@otda.ny.gov.

Vendor Payment and Remittance Information:

- Payments will be made directly to vendors via Electronic Funds Transfer issued through the NYS Office of the Comptroller (OSC).
- The OSC State Vendor Resource Page is available at: <https://www.osc.state.ny.us/state-vendors>. This resource page provides information and guidance to vendors on their payments and how to view those payments through the self-service vendor portal.
- Vendors who need assistance in enrolling in the online Vendor Self Service application: <http://www.sfs.ny.gov>, should contact the Statewide Financial System (SFS) Help Desk at either (855) 233-8363 or helpdesk@sfs.ny.gov.

Please return the signed Vendor Agreement and completed Substitute Form W9/AC 3237-S (Rev. 1/17) forms as soon as possible to:

**New York State OTDA
LIHWAP Bureau
PO BOX 1789
Albany, NY 12201**

Phone: (518) 473-0332

Fax: (518) 486-1259

Email: NYSLIHWAP.vendor@otda.ny.gov

Your company's name will not be added to the NYS LIHWAP vendor list until a signed agreement and a completed Substitute Form W9/AC 3237-S (Rev. 1/17) is on file.

We look forward to continuing to work with your company and staff as we assist LIHWAP eligible households in meeting their drinking water and/or wastewater needs. Please contact the NYS LIHWAP Bureau staff at (518) 473-0332 with any questions or concerns.

Sincerely,

/s/ AB/ 11-05-2021

Andrew Bryk
HEAP/LIHWAP Bureau Chief
Employment and Income Support Programs

Attachments (3):

LIHWAP Vendor Agreement
Attachment 1 - OTDA Security and Confidentiality Terms
Substitute Form W9/AC 3237-S (Rev. 1/17)



Office of Temporary and Disability Assistance

NEW YORK STATE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM VENDOR AGREEMENT

This Agreement ("Agreement") shall govern the purchase of water services from the Water Service Provider (Vendor) on behalf of households eligible for the Low Income Household Water Assistance Program (LIHWAP). Federal funds awarded under LIHWAP shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services. If funding is available, the New York State Office of Temporary and Disability Assistance (NYS OTDA) will evaluate providing bill assistance to eligible households to reduce the household's cost for drinking water and wastewater services. This Agreement is a contract between NYS OTDA and the Vendor for the provision of direct vendor payments to assist low income households with drinking water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to federal laws and regulations in addition to issued federal and State guidance in relation to the Low Income Household Water Assistance Program.

In order to receive LIHWAP payments on behalf of eligible households, the Vendor agrees and assures to NYS OTDA to abide by the below listed provisions contained in this agreement. Drinking water and/or wastewater service benefits paid directly to Vendors will be issued through the NYS Office of the State Comptroller (NYS OSC).

1. Households receiving assistance from LIHWAP shall not be treated adversely on the basis of receipt of such assistance under applicable provision of the LIHWAP Supplemental Terms and Conditions 11h under Federal LIHWAP Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260).
2. Vendors will not discriminate, either in the costs of goods supplied or the services provided, against the household on whose behalf LIHWAP payments are made.
3. The Vendor understands that payment and satisfaction of any claims under LIHWAP will be made by NYS OTDA, through the NYS OSC. The Vendor further understands that they must comply with all applicable requirements of the Consolidated Appropriations Act of 2021 (CAA) and the American Rescue Plan Act of 2021 (ARPA), as well as all applicable policy determinations and directives of the NYS OTDA. The Vendor may be prosecuted under applicable federal and/or State law for false claims, statements or documents or concealment of material fact.
4. The Vendor agrees to accept all LIHWAP benefits authorized on behalf of residential customers and without imposing any conditions precedent. "Residential customer" is defined in accordance with Title 16 of the New York Compilation of Codes, Rules and Regulations, Part 14.2(b)(18).
5. The Vendor agrees to continue, establish or reestablish service for LIHWAP authorized residential customers and maintain such service for such LIHWAP authorized residential customer for ninety (90) calendar days after receipt of each LIHWAP benefit authorized and received on behalf of residential customers.

6. The Vendor agrees that arrears are charges for which payment has not been made more than 20 calendar days after payment was due. A payment is considered to be made on the date when it is received by the Vendor or one of its authorized agents. Payment is due whenever specified by a Vendor on its bill, as long as the date is not before the bill is hand-delivered to the customer, or less than three (3) calendar days after the bill is mailed.
7. Vendors may not transfer or cash-out LIHWAP benefits to recipients. Unexpended funds due to account closing and/or incorrect payments and funds that are unable to be credited to a recipient's account must be returned to NYS OTDA no later than thirty (30) business days after discovery, or September 30th of the current program year, whichever comes first, or upon request by NYS OTDA. A LIHWAP Vendor Refund Form must accompany all refunds. The vendor must contact NYS OTDA for a copy of this form at: NYSLIHWAP.vendor@otda.ny.gov.
8. The Vendor cannot apply LIHWAP payments to commercial accounts for non-residential services. LIHWAP payments must only be applied to LIHWAP authorized residential customer accounts.
9. The Vendor shall maintain an accounting system and supporting fiscal records adequate to audit for a period of not less than three program years (current year plus three years) and will otherwise verify the proper disbursement of LIHWAP funds. The Vendor shall allow NYS OTDA representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.
10. The Vendor shall permit and cooperate with federal and/or State audits and/or investigations undertaken in accordance with the CAA, and ARPA, and also any State and/or county investigations undertaken to ensure program integrity.
11. The Vendor shall treat all information relative to LIHWAP and, in particular, information relating to recipients, as confidential information, and shall not use any information so obtained in any manner except as necessary to the proper discharge of their obligation and the securement of their rights hereunder. The Vendor further agrees to protect all confidential information in accordance with all applicable federal and State laws, rules and regulations. The Vendor further agrees to abide, at a minimum, by the requirements set forth in Attachment 1, the OTDA Security and Confidentiality Terms.
12. The Vendor agrees to continue or restore service for the minimum time periods outlined in this agreement when notified by NYS OTDA that a LIHWAP benefit will be issued on behalf of an eligible household and vendor acknowledges acceptance of LIHWAP benefits. The time period begins from the date of the earliest notification by NYS OTDA.
13. The Vendor agrees to clearly identify the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP on household statements, receipts, or accounts.
14. The Vendor understands that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in LIHWAP.
15. The Vendor agrees to take corrective action in the time frame specified by NYS OTDA if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance. The vendor understands that failure to implement corrective actions may result in the immediate disqualification from participation in LIHWAP.
16. This Agreement shall remain in effect unless superseded by another Agreement or terminated by either party. A written agreement must be submitted thirty (30) business days in advance of the effective date to replace, modify or terminate the agreement.

17. Vendor agrees that any modification to this agreement must be reviewed and agreed to by NYS OTDA. Vendor agreement modification must be made in writing and submitted to NYS OTDA through NYSLIHWAP.vendor@otda.ny.gov.

Check here to hereby declare to the New York State Office of Temporary and Disability Assistance (NYS OTDA) that you, the vendor or vendor's representative, have the authority to bind such vendor, that you have read and understand the above, and that it is your intention to sign and submit this Vendor Agreement on behalf of the vendor to NYS OTDA, and further agree that the vendor will comply with and abide by the Vendor Agreement while participating as a Vendor in the New York State Low Income Household Water Assistance Program.

Vendor or Vendor's Representative name _____

Vendor or Vendor's Representative signature _____

Vendor Business Name _____

Address _____

Vendor TIN _____

Vendor Type:

_____ Drinking Water

_____ Wastewater

_____ Combined Drinking Water/Wastewater

Primary Contact _____

Phone _____

Email _____

FAX _____

Secondary Contact _____

Phone _____

Email _____

FAX _____