

CLIFTON PARK WATER AUTHORITY

BOARD MEETING NOTICE

WEDNESDAY, AUGUST 9, 2023

7:00PM

661 CLIFTON PARK CENTER ROAD

CLIFTON PARK, NY 12065

**CLIFTON PARK WATER AUTHORITY
BOARD MEETING**

**Wednesday, August 9, 2023
7:00 PM**

AGENDA

- Approve Minutes of June 7, 2023 Meeting

Privilege of the Floor

Old Business

- AT&T Request for Equipment Modification
- Glenville Water Purchase Agreement
- Mountain View Meadows – Resolution to Amend Service Area in Malta

New Business

- Water Storage Tank Inspections
- Peacock Glen Property
- PFAS Settlement

Other Business

CLIFTON PARK WATER AUTHORITY

BOARD MEETING MINUTES

AUGUST 9, 2023

Those present were: Mr. Helmut Gerstenberger, Chairman; Mr. John Ryan, Vice Chairman; Mr. Peter Taubkin, Board Member; Ms. Heather Brondi, Secretary; Mr. Donald Austin Jr., Administrator; Mr. Ronald Marshall, Superintendent; Mr. Brock Juusola, Engineer; and Mr. James Trainor, Attorney.
Absent: Mr. William Butler, Treasurer.

Mr. Gerstenberger called the meeting to order at 7:04pm.

APPROVE MINUTES OF JUNE 7, 2023 AND JUNE 23, 2023 MEETINGS

Mr. Gerstenberger made a **motion** to approve the June 7, 2023 board meeting minutes; seconded by Mr. John Ryan. The **motion** carried 4-0, 1 absent.

Mr. Gerstenberger made a **motion** to approve the June 23, 2023 board meeting minutes; seconded by Ms. Brondi. The **motion** carried 4-0, 1 absent.

PRIVILEGE OF THE FLOOR

No members of the public present.

OLD BUSINESS

AT&T REQUEST FOR EQUIPMENT MODIFICATION

A **motion** was made by Mr. Ryan to authorize the Chairman to sign the proposed Lease Amendment with AT&T; seconded by Mr. Taubkin.

RESOLUTION #21, 2023 – AMENDING AT&T LEASE AGREEMENT

WHEREAS, AT&T has proposed an amendment to its lease on the CPWA's Knolltop water tower, and

WHEREAS, the amendment allows AT&T to modify its equipment after review by the CPWA and also a \$760.06 per month increase in rent, now therefore be it

RESOLVED, the Chairman is authorized to sign the proposed lease amendment with AT&T.

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Taubkin	- Aye
Mr. Butler	- Absent
Ms. Brondi	- Aye

GLENVILLE WATER PURCHASE AGREEMENT

Mr. Austin explained that the NYS Department of Health is going to require additional monitoring requirements in order for the CPWA to engage in a long-term everyday purchase agreement with the Town of Glenville. A small building will have to be built to monitor chlorine levels, SCADA equipment will have to be installed to monitor flows, and a control valve will also have to be installed to regulate flows remotely. Mr. Austin had Delaware Engineering prepare a cost estimate, assuming everything was bid out, at a total project cost of \$242,969.10. He feels this number is extremely high because he doesn't think we will go out to bid on the entire project. He suggested building or buying a small shed ourselves and setting it on a slab.

The issue right now is the current underground meter vault is in the NYSDOT right of way (ROW) on Glenridge Road. Glenridge Road is a NYSDOT road maintained by Schenectady County in that area. Mr. Juusola has started the conversation with NYSDOT. NYSDOT has requested a set of plans to review the proposed chlorine monitoring station. If NYSDOT doesn't allow the building to be constructed on the ROW the CPWA would have to approach a private landowner and obtain an easement from them.

A **motion** was made by Ms. Brondi to approve the Glenville Water Purchase Agreement; seconded by Mr. Gerstenberger.

RESOLUTION #22, 2023 – APPROVING GLENVILLE WATER PURCHASE AGREEMENT

WHEREAS, the CPWA wishes to secure additional capacity for its water system to enhance its ability to maintain sufficient supply to its customers, and

WHEREAS, the Town of Glenville has additional capacity that they would like to sell to the Clifton Park Water Authority on a regular basis, and

WHEREAS, the two parties have established terms on a 10-year water purchase agreement, now therefore be it

RESOLVED, that the Clifton Park Water Authority Board of Directors hereby approves the Water Purchase and Sale Agreement, as attached, and authorizes the Chairman to execute any documents necessary to implement this agreement.

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Taubkin	- Aye
Mr. Butler	- Absent
Ms. Brondi	- Aye

MOUNTAIN VIEW MEADOWS – RESOLUTION TO AMEND SERVICE AREA IN MALTA

A **motion** was made by Mr. Taubkin to amend the Malta Water Supply Agreement; seconded by Mr. Ryan.

**RESOLUTION #23, 2023 – RESOLUTION TO AMEND MALTA WATER SUPPLY
AGREEMENT**

WHEREAS, the Clifton Park Water Authority (“CPWA”) is a public authority and existing pursuant to Public Authorities Law Section 1120 et seq, having a principal office for the transaction of business at 661 Clifton Park Center Road, Clifton Park, NY 12065, and

WHEREAS, the developer for the proposed Mountain View Meadows Subdivision has requested the CPWA to provide water to certain lands which it owns located within the Town of Malta, Saratoga County, New York, and

WHEREAS, the CPWA entered into a Water Supply Agreement dated October 4, 1993 (“Agreement”) with the Malta Water Supply District No. 1 (hereinafter “District”) to supply water and ancillary services to lands in the Town of Malta, and

WHEREAS, pursuant to the fourth recital Paragraph of the Agreement, the original boundaries of the District are defined as certain lands located in Exhibit “A” of the Agreement, and

WHEREAS, the District boundary has previously been amended, and

WHEREAS, the lands of the proposed Mountain View Meadows Subdivision are not within the current boundaries of the District, and

WHEREAS, pursuant to the applicable provisions of the Public Authorities Law Article 5 and pursuant to Section 6 of the Agreement, the consent of the District, the CPWA, the Town of Malta, and the Town of Clifton Park is required in order to expand the geographical area of the District, now therefore be it

RESOLVED, pursuant to Section 6 of the October 4, 1993 Water Supply Agreement between the Clifton Park Water Authority and Malta Water Supply District No. 1, the CPWA Board of Directors hereby consents and agrees that the District may expand its geographical area to serve the proposed Mountain View Meadows Subdivision, which is comprised of the parcel currently identified as Tax Parcel ID# 240.-1-25 and authorizes the Authority Chairman to execute any documents necessary to facilitate this amendment.

Roll Call Vote:

Mr. Gerstenberger	- Aye
Mr. Ryan	- Aye
Mr. Butler	- Absent
Mr. Taubkin	- Aye
Ms. Brondi	- Aye

Mr. Trainor has reviewed the Agreement between the Developer of the Mountain View Meadows subdivision and the CPWA and has made some redline changes. He has sent it back to the Developer’s attorney for approval. The Board requested that any other normal fees that would be applicable to the construction of a new home be added to the Agreement for clarification purposes. The Board tabled approving the Mountain View Meadows Agreement until Mr. Trainor hears back from the Developer’s attorney.

NEW BUSINESS

WATER STORAGE TANK INSPECTIONS

Mr. Austin has not received the inspection reports.

PEACOCK GLEN PROPERTY

The property is located in the Peacock Glen subdivision. The land appraisal reports an estimated value of \$153,999.00. The Town of Clifton Park has expressed an interest in the property. Mr. Gerstenberger will follow up with them to see if they are still interested in purchasing the property.

PFAS SETTLEMENT

Jim Thompson of Aligned Solutions, LLC introduced his client Robert King of King Law to the board to speak about the PFAS settlement.

Robert King, of King Law spoke to the board regarding the proposed national PFAS settlement. PFAS are known as “forever chemicals” because they resist degradation in the natural environment. A main source of PFAS contamination in water systems is Aqueous Firefighting Foam (AFFF). Since 2019, a multidistrict litigation, in which suits alleging similar damages and identical defendants are consolidated for trial before a single judge in a single court. This nationwide lawsuit has been ongoing in South Carolina Federal Court. One of several defendants agreed to a settlement fund of at least \$10.5 billion to pay public water systems (PWS) who qualify. The proposed settlement will now be submitted to the court for approval, with payments starting as early as 2024.

Currently 3M has agreed to contribute at least \$10.5 billion and up to \$12.5 billion to the settlement fund to be made available to eligible PWS. The Dupont related companies agreed to contribute as additional \$1.185 billion to fund a water district settlement fund. It is possible more than 20 other companies could add additional amounts into the fund at later dates as the case is continuing against these chemical manufacturers and distributors.

Public water systems servicing at least 3,300 people may qualify. The CPWA should qualify for a settlement payment since the Vischer Ferry Wells have a detectable level of .92 parts per trillion (ppt), as reported on the NYSDOH annual report. The EPA has proposed a MCL of 4 ppt for PFAS in its current PFAS regulation. If this regulation is enforced as anticipated, the CPWA will be legally required to test and show less than 4 ppt in its system. Testing ahead of any such regulation makes sense so the CPWA can obtain compensation from the settlement to remediate, if necessary.

The settlement places eligible PWS into one of two phases. Phase One eligible PWS are those that have a documented positive PFAS test result any time prior to June 22, 2023. These Phase One candidates can file a claim immediately after the proposed settlement is approved by the court. Phase Two eligible PWS will qualify if they have a positive PFAS test result after June 22, 2023.

The board asked how much may we receive in this settlement? Mr. King explained that there is a complex formula that considers the following:

- Concentration of PFAS (PFOS and/or PFOS) including how test results may have varied among the multiple wells the CPWA owns/operates, and
- Our adjusted flow rate with averaging for three highest rates in a 10-year period.

The goal is to calculate a “Capital Costs Component” and an “Operations and Maintenance Costs Component” for each settlement award. It is Mr. King’s opinion that the settlement will be in the hundreds of thousands or millions of dollars range.

Mr. King stated at low levels PFAS are pretty easy to remove by using active carbon filtration.

The Board thanked Mr. King for all the information. The Board requested a copy of the original complaint and the causes of action be sent to Mr. Austin for them to review.

OTHER BUSINESS

A **motion** was made by Mr. Gerstenberger to move into executive session at 8:25pm to discuss on-going litigation and a personnel matter; seconded by Mr. Ryan. The **motion** carried 4-0, 1 absent.

A **motion** was made by Mr. Gerstenberger to move out of executive session at 9:18pm; seconded by Mr. Taubkin. The **motion** carried 4-0, 1 absent.

The CPWA's next board meeting is scheduled for Wednesday, September 20, 2023 at 7pm.

Ms. Brondi announced that she will be tendering her resignation in November. She is taking the bench in Saratoga County Family Court. The Board congratulated her and wished her good luck!

A **motion** was made by Mr. Gerstenberger to adjourn the meeting at 9:23pm; seconded by Mr. Ryan. The **motion** carried 4-0, 1 absent.

Respectfully submitted,
Sheri Collins
Recording Secretary

cc: CPWA Board of Directors
Trainor Law PLLC

WATER PURCHASE AND SALE AGREEMENT

BETWEEN

TOWN OF GLENVILLE

AND

CLIFTON PARK WATER AUTHORITY

2023

This Agreement, dated as of the 9th day of AUGUST, 2023 ("Effective Date"), between the **Town of Glenville**, a municipal corporation having its place of business at 18 Glenridge Road, Glenville, NY 12302 ("Town" or "Glenville") and the **Clifton Park Water Authority** ("CPWA"), a public benefit corporation having offices at 661 Clifton Park Center Road, Clifton Park, NY 12065 ("CPWA").

WITNESSETH:

WHEREAS, Glenville operates a multi town-wide water system (the "System") which is capable of delivering potable water suitable for a public water system for purchase by municipal and other permissible users; and

WHEREAS, the CPWA wishes to obtain a supply of potable water from Glenville to resell to end-users within its water system territory.

NOW, THEREFORE, IN EXCHANGE FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED TO BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. WATER PURCHASE AND TERM

A. Subject to the terms and conditions set forth herein, Glenville agrees to provide and CPWA agrees to purchase a minimum number of gallons per day (gpd) of potable water in accordance with Minimum Purchase Amount defined in Schedule A. In addition, Glenville agrees to provide a minimum of 1 million gpd during CPWA's peak demand periods, or in the event of emergency, as requested by the CPWA.

B. Water volume purchased shall be calculated by measuring the mean average daily use during each calendar year and billing of such volume shall be in accordance with Paragraph 6.

2. This Agreement shall take effect as of the "Effective Date" set forth herein and shall remain in effect until December 31, 2033.

3. PURCHASE PRICE

A. Glenville shall charge for all water purchased by the CPWA in accordance with the rate schedule defined in Schedule A.

4. DELIVERY LOCATION

Glenville will deliver water to CPWA via a suitable connection to Glenville's transmission main at a location agreed to by the parties.

5. METERING EQUIPMENT

All water furnished by Glenville to CPWA pursuant to this Agreement shall be measured by a flow totalizer (meter) owned and maintained by GLENVILLE at the point of delivery. The flow meter shall be located such that confined space access by GLENVILLE personnel is not required, unless otherwise approved. The CPWA is responsible for installation, ownership and maintenance of any other equipment deemed necessary by the NYS Department of Health or any other regulatory agency having the legal authority to do so.

A. .

6. BILLING

Once water purchase has begun pursuant to the terms set forth herein, GLENVILLE will bill CPWA on a quarterly basis, as follows: on the 15th day of April (for January 1 through March 31), on the 15th of July (for April 1 through June 30), on the 15th of October (for July 1 through September 30), and on the 15th of January (for October 1 through December 31). Adjustments will be made to the final bill for the year (the January bill) to reflect CPWA's obligation to pay the greater of the daily minimum purchase obligation then in effect multiplied by the number of days in the year or the actual volume of water received. CPWA shall pay all amounts within forty-five (45) days of the date of the bill. In the event that CPWA fails to pay any amount within ninety (90) days after the due date, GLENVILLE reserves the right, upon prior written notice to CPWA, to terminate water service to CPWA until such time as any such past due amounts and related charges, including any service charges set forth in GLENVILLE's Rules and Regulations, are paid in full. Such service charges shall not be imposed until the payment due date has passed. Upon CPWA's full payment of any past due amounts and related charges, GLENVILLE shall promptly reestablish service to CPWA.

7. COMMENCEMENT OF PURCHASE OBLIGATION

CPWA's obligation to purchase water shall begin on the Effective Date of this Agreement.

8. AUTOMATIC RENEWAL

Upon expiration of the initial term of this Agreement, this Agreement will be deemed automatically renewed for one (1) year periods thereafter unless either party has provided written notice to the other of its intention to terminate. The water rate per 1,000 gallons payable by CPWA during a renewal period shall not exceed 1.50% of the water rate paid during the previous year. Notice of intention to terminate must be provided to the other party at least six (6) months in advance of the date that the Agreement is scheduled to terminate or, if terminated during a renewal period, at least six (6) months prior to the end of such period. Termination prior to expiration of the initial term of this Agreement requires mutual consent of the parties. Termination of this Agreement during any renewal period may be done unilaterally by either party.

9. SERVICE INTERRUPTION

GLENVILLE reserves the right to interrupt service if it deems it necessary to do so for purposes of testing, repairs, addressing water quality issues, investigating and/or addressing potential infrastructure problems and in emergency situations. In the case of scheduled repairs necessitating interruption in service, GLENVILLE shall provide prior written notice to the CPWA of any such planned interruption and shall reasonably coordinate the scheduling thereof with the CPWA in order to minimize the impact of any such planned interruption on the CPWA's operations. GLENVILLE shall endeavor to provide written notice to the CPWA of unplanned interruptions, such as in the case of an emergency, as soon after GLENVILLE becomes aware of any need to interrupt service as is reasonable under the circumstances, which notice shall describe the nature and cause of the interruption and expected duration thereof. When an

interruption is not planned and written notice is not feasible under the circumstances, GLENVILLE shall provide verbal notice to the Administrator of the CPWA as soon and in whatever manner most practicable and will provide written notice as soon thereafter as may be feasible. In all cases, GLENVILLE shall complete all work required to resume service as soon as possible so as to limit the duration of any such interruption to the maximum extent possible under the circumstances. In the event of an unplanned interruption of service, written notice provided by e-mail shall be effective when sent.

10. ACCESS TO WATER TEST RESULTS

The CPWA shall be provided access to any water test results received by the Town of Glenville. Water test results shall be made available to the CPWA within 48 hours of a request by the CPWA.

11. ASSIGNMENT

CPWA has the unilateral right to assign this Agreement to the Town of Clifton Park. However, other than such assignment, neither party may assign this Agreement without the prior written consent of the other. In the event GLENVILLE's obligations are assumed by any municipal or governmental entity having legal authority to do so, such assumption shall not be deemed an assignment. This Agreement shall be binding upon the parties, their lawful successors and/or lawful assigns.

12. FORCE MAJEURE

A. No failure or delay in performance of this Agreement by either party shall be deemed to be a breach if such failure or delay is due to Force Majeure.

B. "Force Majeure" shall include any and all circumstances which are not within the control of the affected party, and which circumstances such party is unable to prevent or overcome by the exercise of commercially reasonable due diligence which prevents or delays a party from performing its obligation hereunder. In no event shall economic hardship, the financial condition of either party, GLENVILLE's ability to sell the water at a greater price than that specified in this Agreement and/or CPWA's ability to purchase water at a lower price than that specified in this Agreement constitute Force Majeure. Notwithstanding the foregoing, in no event shall this provision apply to the discontinuance of water service associated with an infrastructure, mechanical or chemical issue requiring replacement, modification or repair by GLENVILLE. The parties understand and agree that this provision does not apply to any failure to provide the water described in Paragraph 1(A) of this Agreement by virtue of sale of such water to any other purchaser.

C. Under no circumstances shall the CPWA be excused from its obligation to make payments for potable water delivered to CPWA at the agreed-upon location prior to any interruption of service occasioned by Force Majeure.

D. In the event that a party is prevented or delayed in the performance of its obligations hereunder by reason of Force Majeure, such party shall promptly

provide written notice to the other party of such Force Majeure event, shall remedy the Force Majeure as soon as possible if commercially reasonable to do so, and shall resume performance of its obligations hereunder immediately after conclusion of the Force Majeure event.

E. If GLENVILLE fails to provide the minimum amount of water specified in Paragraph 1 (A) of this Agreement for fifteen (15) consecutive days or more due to a Force Majeure event, CPWA may immediately terminate this Agreement, provided that CPWA gives GLENVILLE ten (10) days' written notice of its intention to do so in order to provide GLENVILLE the opportunity to cure any failure within said ten (10) day period. In the event CPWA experiences a Force Majeure event that impacts its infrastructure and its ability to receive water for a period of fifteen (15) consecutive days or more, GLENVILLE may immediately terminate this Agreement provided that GLENVILLE gives CPWA ten (10) days' written notice of its intention to do so in order to provide CPWA the opportunity to cure any failure within said ten (10) day period.

F. GLENVILLE and CPWA shall not be required under this Agreement to take any actions to resolve a Force Majeure event if they deem remedying such event to not be in its financial best interests, in which case that Party shall provide written notice to the other Party of its decision not to remedy within thirty (30) days of such Force Majeure event.

G. CPWA will be obligated to pay for all water received; however, CPWA's minimum purchase obligation set forth in Paragraph 1(A) of this Agreement will be

prorated during any Force Majeure event. In the event GLENVILLE cannot deliver water due to a Force Majeure event affecting CPWA or its infrastructure, GLENVILLE's delivery obligation is likewise prorated during any such Force Majeure event.

13. LIABILITY LIMITATIONS

Under no circumstance shall GLENVILLE or CPWA be responsible for the other party's lost revenues, profits or costs arising from or in any way relating to either party's breach of this Agreement, unless such claims arise from transmission by GLENVILLE of non-potable, contaminated water. In no event shall GLENVILLE or CPWA be liable for direct, consequential, incidental, punitive, exemplary or indirect damages, lost profits, lost revenues or other business interruption damages, by statute, in tort, contract, or otherwise in connection with their respective performance of or failure to perform this Agreement, except that this shall not apply to claims arising from transmission by GLENVILLE of non-potable, contaminated water. GLENVILLE shall not be responsible for and does not guarantee the supply of water sufficient or necessary for fire prevention or suppression and shall in no manner be held liable for any resulting damage or claimed damage. GLENVILLE shall not be responsible for maintaining any particular water pressure, water volume or water quality, except as may be required elsewhere in this Agreement or by any applicable Federal or New York State statute or regulation. Notwithstanding the foregoing, in the event of any party's gross negligence or willful misconduct, the other party's damages shall be limited to direct actual damages and shall not include incidental damages, consequential damages, third-party

damages, liquidated damages, punitive damages or any other type of indirect damages. The Parties hereby acknowledge that GLENVILLE's inability to deliver or process sufficient water to the CPWA as a result of a Force Majeure event as defined in this Agreement necessary to maintain and operate part or all of the System and CPWA's or GLENVILLE's decision not to remedy due to a Force Majeure event shall not constitute gross negligence or willful misconduct on the part of GLENVILLE or CPWA. This provision shall control in the event of any conflict with any other provision of this Agreement.

14. APPROVAL CONTINGENCY

This Agreement and all actions to be undertaken in furtherance thereof are contingent upon GLENVILLE and the CPWA obtaining and maintaining any and all regulatory approvals and real property rights and interests that are necessary to fully and lawfully perform hereunder. Notwithstanding failure to obtain or maintain any approvals, the CPWA shall be obligated to make payment for any water it actually receives from GLENVILLE.

15. INSURANCE

GLENVILLE and CPWA shall each maintain in full force and effect Comprehensive General Liability in the amounts of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage, including products and completed operations, and Automobile Liability. Each party shall name the other as an additional insured.

A. The parties may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. Coverage must be on a follow-form basis. Coverage under such a policy shall be primary and non-contributory to CPWA or GLENVILLE and any others noted above and must be maintained for at least five (5) years after the expiration of this Agreement.

B. All certificates of insurance furnished by either Party to the other shall include a waiver of subrogation in favor of the other and all policies of insurance in which either Party is a named insured shall be primary and non-contributory to any other insurance providing coverage to the other party.

16. PUBLIC AUTHORITIES LAW AND TOWN LAW

The parties each represent and warrant to the other that they have complied with all applicable requirements set forth at New York State Public Authorities Law Section 1199-aaa et seq and in the New York Town Law that are applicable to them. CPWA represents and warrants that the Town of Clifton Park Town Board has adopted the resolution specified in Public Authorities Law Section 1199-eee (20).

17. NO THIRD-PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of the parties hereto and nothing herein shall be construed to create any duty to or standard of care with reference to, or any liability to, any person or entity not a party hereto.

18. MUTUAL WORK PRODUCT

This Agreement is the mutual work product of the parties and shall not be construed against one party or the other as a result of the preparation, submission or other event of negotiation, drafting or execution hereof. Both parties have been represented by the attorneys of their own choosing in the drafting of this Agreement.

19. AGREEMENT AUTHORIZATION

By executing this Agreement, both parties represent that they have obtained all necessary approvals in order to make this Agreement binding and effective. Nothing contained herein shall be construed to require GLENVILLE or CPWA to take any action which violates any applicable law or regulation or any binding order, stipulation, judgment or decree of any Court or governmental authority of competent jurisdiction or other pre-existing and binding contractual or legal obligation, and this Agreement shall be null and void to the extent it requires GLENVILLE or CPWA to violate any of the foregoing. CPWA and GLENVILLE represent and warrant that neither is a party to any binding order, stipulation, judgment or decree of any Court or governmental authority of competent jurisdiction or other pre-existing contractual or legal obligation that would prevent it from fulfilling its obligations under this Agreement.

20. DISPUTE RESOLUTION

The parties agree that any claim or controversy arising out of the application or interpretation of or relating to this Agreement shall first be referred in writing to a representative of each party for resolution. If such representatives are unable to resolve the dispute within fifteen (15) days after written notice thereof is provided or

such other period as the parties may mutually agree to in writing, the parties may pursue any legal or equitable remedies that may be available.

21. GOVERNING LAW AND VENUE

Construction of this Agreement shall be governed by the laws of the State of New York. One or more waivers by either party of any provision or condition hereof shall not be construed as waiver of any subsequent breach of that same provision or condition or any subsequent breach of any other provision or condition. Any legal action arising from or relating in any way to the subject matter of this Agreement shall be maintained in New York State Supreme Court, Saratoga County, New York or, if the jurisdictional threshold of such Court is not met, then the appropriate Court located in Saratoga County.

22. NOTICES

Unless otherwise specified in this Agreement, notices shall be in writing and may be delivered by hand delivery, United States Mail or overnight courier service. Notices shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notwithstanding the foregoing, any notices that are hand-delivered shall be effective upon delivery. A party may change its contact information below by providing notice in this manner.

Notices to GLENVILLE shall be sent to:

Notices to CPWA shall be sent to:

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

661 Clifton Park Center Road
Clifton Park, NY 12065

Email:

Email: daustin@cpwa.org

With a copy to:

With a copy to:

James P. Trainor, Esq.
Trainor, Pezzulo & DeSanto PLLC
2452 US Route 9, Suite 203
Malta, NY 12020

Email:

jamest@tpdlawfirm.com

GLENVILLE Contact in Case of Emergencies:

CPWA Contact in Case of
Emergencies:

(518)

Donald J. Austin Jr., Administrator
(518) 383-1122/365-7228

23. COMPLETE AGREEMENT

This Agreement reflects the final intent of the parties. Any purported modifications, rescissions or waivers will be effective only if in writing and signed on behalf of both parties with the same formalities used herein.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all which taken together shall constitute one instrument.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed.

TOWN OF GLENVILLE

By:  6/28/23
Christopher Koetzle, Town Supervisor Date

CLIFTON PARK WATER AUTHORITY

By:  8/9/2023
Helmut Gerstenberger, Chairman Date

Schedule A

Year	Water Rate Per 1,000 Gallons	Minimum Purchase Amount (GPD)
2023	\$3.20	None
2024	\$3.05	165,000
2025	\$3.05	165,000
2026	\$2.90	250,000
2027	\$2.65	500,000
2028	\$2.68	500,000
2029	\$2.72	500,000
2030	\$2.76	500,000
2031	\$2.80	500,000
2032	\$2.83	500,000
2033	\$2.85	500,000