

**CLIFTON PARK WATER AUTHORITY**

**BOARD MEETING NOTICE**

**TUESDAY, OCTOBER 17, 2023**

**7:00PM**

**661 CLIFTON PARK CENTER ROAD**

**CLIFTON PARK, NY 12065**

**CLIFTON PARK WATER AUTHORITY  
BOARD MEETING**

**Tuesday, October 17, 2023  
7:00 PM**

**AGENDA**

- Approve Minutes of September 20, 2023 Meeting

**Privilege of the Floor**

**Old Business**

- Peacock Glen Property
- PFAS Settlement
- Mountain View Meadows Agreement
- 2024 CPWA Operating and Capital Budget

**New Business**

**Other Business**

**CLIFTON PARK WATER AUTHORITY**

**BOARD MEETING MINUTES**

**OCTOBER 17, 2023**

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

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

**APPROVE MINUTES OF SEPTEMBER 20, 2023 MEETING**

Mr. Butler made a **motion** to approve the minutes of September 20, 2023; seconded by Mr. Taubkin. The **motion** carried 4-0, 1 absent.

**PRIVILEGE OF THE FLOOR**

No members of the public present.

**OLD BUSINESS**

**PEACOCK GLEN PROPERTY**

Mr. Austin stated that Mr. Gerstenberger has been talking to Tony Morelli about the Town of Clifton Park's interest in this property. Due to Mr. Gerstenberger's absence this discussion was tabled until next month.

**PFAS SETTLEMENT**

Mr. Ryan spoke to Mr. Gerstenberger earlier this evening and it was his position that this would be in the CPWA's best interest to enter into the Agreement and pursue any claims it may have related to PFAS. A **motion** was made by Mr. Butler authorizing the execution of the legal services agreement related to PFAS litigation services; seconded by Mr. Taubkin.

**RESOLUTION# 25, 2023 – AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES AGREEMENT RELATED TO PFAS LITIGATION SERVICES**

**WHEREAS**, the CLIFTON PARK WATER AUTHORITY (the "Water Authority") is committed to delivering clean drinking water to its customers; and

**WHEREAS**, the Water Authority is also committed to identifying parties and taking reasonable steps to avoid passing on the costs to its consumers for the treatment and remediation of contamination; and

**WHEREAS**, the Law Office of Robert King, PLLC and Stagg Liuzza, L.L.C. have assembled a team of uniquely qualified and experienced attorneys (the "Firm") who have joined together to assist public entities facing the challenges posed by contamination with per- and polyfluoroalkyl substances ("PFAS"); and

**WHEREAS**, the Firms are comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities and water suppliers in cases involving groundwater contamination; and

**WHEREAS**, the Water Authority has determined it to be in the Water Authority’s best interest to enter into the Agreement with the Firms and pursue any claims it may have related to PFAS; and

**WHEREAS**, the Agreement is established under a contingency basis, ensuring that no costs will be incurred by the Water Authority; and

**WHEREAS**, the Water Authority desires to authorize the execution of the Retainer Agreement with the Firms; now therefore be it

**RESOLVED**, that the Clifton Park Water Authority wishes to retain the services of the Law Office of Robert King, PLLC and Stagg Liuzza, L.L.C. in the pursuit of any claims it may have related to PFAS and that the CPWA Chairman is hereby authorized to execute the Legal Services’ Agreement as attached.

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

**MOUNTAIN VIEW MEADOWS AGREEMENT**

A **motion** was made by Mr. Butler approving the Mountain View Meadows Agreement; seconded by Mr. Taubkin.

**RESOLUTION# 26, 2023 – APPROVING MOUNTAIN VIEW MEADOWS AGREEMENT**

**WHEREAS**, the Developer of the Mountain View Meadows Subdivision desires water services from the CPWA and the CPWA desires to provide such services to Mountain View Meadows pursuant to certain terms and conditions, and

**WHEREAS**, the CPWA has an intermunicipal agreement with the Town of Malta, which allows the CPWA to provide water to a portion of the Town of Malta, including the area of the Mountain View Meadows Subdivision, and

**WHEREAS**, the Developer and the CPWA have created an Agreement outlining certain terms and conditions related to their connection to the CPWA system, now therefore be it

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

Roll Call Vote:

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

**2023 CPWA OPERATING AND CAPITAL BUDGET**

Mr. Austin increased the metered water sales number based on calculations through the end of September. Upon further review, some minor formula errors on the benefits and wages worksheets were also corrected which caused wages to be overstated on last year’s budget. A **motion** was made by Mr. Ryan adopting the 2024 Operating and Capital Budgets; seconded by Mr. Taubkin.

**RESOLUTION# 27, 2023 – ADOPTING 2024 OPERATING AND CAPITAL BUDGETS**

**NOW, THEREFORE BE IT**

**RESOLVED**, that the Clifton Park Water Authority Board of Directors hereby adopts the 2024 Operating Budget and Capital Budget as attached, effective January 1, 2024.

Roll Call Vote:

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

**NEW BUSINESS**

**OTHER BUSINESS**

The CPWA’s next board meeting has been scheduled for Tuesday, November 14, 2023 at 7pm.

A **motion** was made by Mr. Ryan to adjourn the meeting at 7:31pm; seconded by Mr. Butler. The **motion** carried 4-0, 1 absent.

Respectfully submitted,  
*Sheri Collins*  
Recording Secretary

cc: CPWA Board of Directors  
Trainor, Pezzulo, & DeSanto PLLC

**CONTRACT FOR LEGAL SERVICES  
AFFF/PFAS LITIGATION**

CLIFTON PARK WATER AUTHORITY, represented by \_\_\_\_\_, (hereinafter the “Client”) hereby retains, the Law Office of Robert King PLLC and STAG LIUZZA, L.L.C., (through attorney Michael Stag, LLC) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing and litigation of a civil action for damages due to soil and water contamination against Defendants who manufactured, marketed, distributed, and/or sold products containing per-and polyfluoroalkyl substances (“PFAS”), including but not limited to aqueous film-forming foam (“AFFF”), a firefighting product used to control and extinguish aviation, marine, fuel, and other flammable liquid fires and contains perfluorooctanoic acid (“PFOA”) and/or perfluorooctane sulfonic acid (“PFOS”). (Hereinafter the “Client’s Claims”).

The Attorneys do not represent the Client regarding any other matters. If the Client engages the Attorneys for any related or additional matters, those matters will be described in a separate engagement letter or in a written supplement to this contract. The Client acknowledges that the Attorneys are not tax, bankruptcy, or local or municipal governance legal experts, and if these services are requested or required by or on behalf of the Client, and if the Attorneys agree to provide or advance the cash payments necessary to retain legal counsel for said supplemental legal services, then any resulting attorney fees and expenses will be in addition to the attorney fees and expenses set out herein.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client specifically authorizes the Attorneys to undertake negotiations and/or file suit or institute legal proceedings necessary on the Client’s behalf. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client.

The Client will or has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

The Attorneys agree to diligently communicate with the Client, to institute and prosecute the Client’s Claims to determination in the appropriate court and make all reasonable and necessary

efforts to collect any judgment that may be rendered therein in the Client's favor. In the event of a judgment unfavorable to the Client in said court, Attorneys will, if in their sole opinion good grounds exist, appeal said cause to the appropriate court of appeals and prosecute same to a final determination therein.

**1. ATTORNEYS' FEES.** As compensation for legal services, the Client agrees to pay the Attorneys out of the proceeds recovered, as follows:

The maximum contingent attorneys' fees for the representation in question shall be paid at the sole option of the Attorneys the higher of (i) the sums set forth in this paragraph under *Option ONE: Fees Set by Courts of Agreement with Defendants* or (ii) the sums set forth in this paragraph under *Option TWO: Contingency Fee*.

**OPTION ONE: Fees Set by Court or by Agreement with Defendants**

If Attorneys for the Client secure a cash settlement of the claim(s) either by demand, conference, mediation, arbitration, negotiation, suit, complaint, or other manner or obtain a final definitive judgment and payment of the judgment, Attorneys are to receive as compensation for their services, reimbursement of reasonable expenses, as well as one the following:

- a. The total sum of attorneys' fees awarded by the Court related to representation of the Client. This excludes attorney fees paid related to common benefit work in the MDL.
- b. The total sum of attorneys' fees agreed to be paid by the settling Defendant(s) related to representation of the Client in the event of a settlement. This excludes attorney fees paid related to common benefit work in the MDL.

**OPTION TWO: Contingency Fee**

For legal services rendered and to be rendered on account of the Client's Claims, the Client shall pay the Attorneys' fees (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be twenty-five percent (25%) of the Gross Amount Recovered if the Client's Claims, or any constituent claims, are settled before filing a lawsuit. If the claims are not settled before filing suit in a court of law, the Attorneys' Fees shall be increased by an additional eight and one-third percent (8.33%) of the Gross Amount Recovered. If after trial any defendant takes an appeal, the Attorneys' Fees shall be a separate fee consistent with the complexity of the legal issue, but not less than a 10% additional fee. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. Notwithstanding the above, if attorneys' fees awarded by a court are more than the Attorneys' Fees calculated with the applicable percentage(s) above, then the Attorneys' Fees shall be in the amount of the Court-awarded attorney's fees instead of as calculated with the applicable percentage(s) above, regardless of whether there is an award of damages.

"Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants.

The Client agrees to pay all costs and expenses out of the proceeds recovered, as set forth in Section 2 herein, which, shall be deducted from the Client's share of that recovery.

The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court.

Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims.

**2. COSTS AND EXPENSES.** In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses as set forth herein, but only in the event of a successful, sufficient recovery, which costs and expenses shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment. If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs only such items directly incurred on and made necessary by Client's case as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$ .10 per page; facsimile costs at a rate of \$ .15 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. The Attorneys will provide the Client with an itemized list of the costs and expenses incurred on Client's case no less frequently than every calendar quarter of the representation. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility



costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

**3. NO GUARANTEE.** The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

The Attorneys have the right to withdraw from this representation after giving reasonable notice to Client. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees out of any recovery received based on all of the facts and circumstances of its representation.

**4. ELECTRONIC DATA COMMUNICATION AND STORAGE.** In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential.

Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

**5. PRIVILEGE.** The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions of any state law that applies to this contract.

6. **MODIFICATION.** It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. **TERMINATION OF REPRESENTATION.** The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible to pay out of any recovery received for any fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis.

The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief.

At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files after thirty (30) days prior written notice to the Client unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. **ENTIRE AGREEMENT.** The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. **AUTHORITY.** The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

#### EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CLIFTON PARK WATER AUTHORITY

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Helmut Gerstenberger, Chairman

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Date

Robert King, Esq.

**THIS AGREEMENT** is made \_\_\_\_\_, 2023, ("Effective Date"), by and between \_\_\_\_\_, (hereinafter "Developer") of an approved subdivision located within the Town of Malta, County of Saratoga and State of New York (hereinafter referred to as "Mountain View Meadows"), and the Clifton Park Water Authority, a municipal water utility corporation located within the County of Saratoga, State of New York (hereinafter referred to as "CPWA"), with offices located at, 661 Clifton Park Center Road, New York, 12065, (or at times referred to collectively as "the parties").

**WITNESSETH**

WHEREAS, the Developer desires water services from the CPWA and the CPWA desires to provide such services to Mountain View Meadows pursuant to the terms and conditions of this Agreement; and

WHEREAS, the CPWA has an intermunicipal agreement with the Town of Malta, which allows the CPWA to provide water to a portion of the Town of Malta, including the area of the Mountain View Meadows Subdivision.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- I. The foregoing recitals are incorporated herein with full force and effect. The CPWA shall supply potable water to the residents of Mountain View Meadows in accord with the terms and conditions set forth in this Agreement.
- II. Developer shall install a connection to the 16-inch diameter water main, located on Eastline Road, with a meter vault and building, and shall also install a connection to the existing 8-inch diameter water main located on Surrey Lane, designed in accordance with the Saratoga County Water Authority and CPWA requirements, before the issuance of the first water meter.
- III. The cost of an eight (8) inch diameter secondary connection approximately 2,600 linear feet in length shall be transferred to the CPWA in accordance with Sections IV and V of this Agreement, for future utilization for projects enhancing the supply of water to the Eastline Road area and the CPWA water system. The method for the cost determination of the eight (8) inch diameter secondary connection shall be mutually agreed upon by the CPWA and the developer. Developer's engineer will fully design the eight (8) inch secondary connection to an "as built" standard and Developer will also provide a certified survey of where the water main is to be installed in relation to the driving lanes on Eastline Road. After the engineering design and survey have been received and reviewed, in connection with construction of the eight (8) inch diameter secondary connection, Developer and CPWA shall solicit bids from three (3) different, mutually agreeable contractors engineering firms. Both Developer's and CPWA's engineers shall jointly review the design, survey and estimates received and shall confirm and approve the estimates and ultimately determine a reasonable and appropriate cost estimate for construction of the eight (8) inch diameter secondary connection. The total cost for the eight (8) inch diameter secondary connection is to be determined prior to any construction taking place.
- IV. The sum of Twenty Thousand (\$20,000.00) Dollars, shall be paid to the CPWA by the Developer prior to building permit issuance for the first home within the Mountain View Meadows Subdivision. Said sum shall be credited to the total cost of the construction of the approximate 2,600 linear feet long eight (8) inch diameter secondary connection as established in Section III of this Agreement.

- V. The balance of the total estimated cost of construction of the eight (8) inch diameter secondary connection shall be paid in an equal payment for each of the first sixty (60) lots within Mountain View Meadows.
- VI. The fee per lot for construction of the eight (8) inch diameter secondary connection shall be collected at the time of purchase and issuance of each individual water meter.
- VII. Developer is responsible for paying all normal hookup, permitting, and service fees in accordance with CPWA rules and policies.
- VIII. This Agreement may only be changed or modified in writing executed by the parties. If any provision hereof is held to be invalid or unenforceable, the remaining provisions shall still be valid and binding on both parties.
- IX. Should any disputes arise related to this Agreement, the parties agree to communicate the matters of dispute in writing and both parties shall thereafter meet so as to provide the opportunity for discussion and possible resolution prior to the commencement of any litigation.
- X. This Agreement shall be binding upon the parties, their lawful successors.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the official seal to be affixed.

Clifton Park Water Authority

By: \_\_\_\_\_  
Donald J. Austin, Jr.  
Authority Administrator

Developer

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

## OPERATION AND MAINTENANCE EXPENSES

CODE	DESCRIPTION	<u>2024</u> PROPOSED	<u>2023</u> ADOPTED	<u>2022</u> ACTUAL	CHANGE (%)
5000	WAGES	\$ 798,240	\$ 794,413	\$ 685,740	0.48
5001	OVERTIME	\$ 60,000	\$ 60,000	\$ 61,520	0.00
5002	SEASONAL EMPLOYEES	\$ 23,000	\$ 23,000	\$ 13,704	0.00
5010	FICA + MEDICARE	\$ 67,415	\$ 66,342	\$ 57,745	1.62
5020	RETIREMENT	\$ 149,280	\$ 118,425	\$ 96,422	26.05
5125	HEALTH INSURANCE	\$ 301,729	\$ 291,274	\$ 270,891	3.59
	SUBTOTAL	<u>\$ 1,399,663</u>	<u>\$ 1,353,454</u>	<u>\$ 1,186,022</u>	3.41
5310	CONSULTANT FEES	\$ 1,000	\$ 1,000	\$ 400	0.00
5320	LAB FEES	\$ 40,000	\$ 40,000	\$ 32,946	0.00
5330	EDUCATION	\$ 3,000	\$ 3,000	\$ 3,070	0.00
5400	ELECTRICITY	\$ 330,000	\$ 285,000	\$ 278,965	15.79
5405	GAS & OIL	\$ 40,000	\$ 40,000	\$ 44,806	0.00
5500	TREATMENT CHEMICALS	\$ 250,000	\$ 265,000	\$ 220,404	(5.66)
5610	SUPPLIES	\$ 8,000	\$ 8,000	\$ 8,365	0.00
5700	REPAIRS & MAINTENANCE	\$ 300,000	\$ 300,000	\$ 314,622	0.00
5710	SMALL TOOLS	\$ 5,200	\$ 5,200	\$ 4,546	0.00
5715	CONTRACTED REPAIRS	\$ 60,000	\$ 60,000	\$ 23,743	0.00
5730	UNIFORMS	\$ 5,000	\$ 6,000	\$ 4,473	(16.67)
5805	VEHICLE MAINTENANCE	\$ 19,000	\$ 16,000	\$ 17,616	18.75
5810	MILEAGE	\$ 500	\$ 500	\$ -	0.00
5901	PRESERVE RENTAL	\$ 62,000	\$ 62,000	\$ 61,657	0.00
5902	NPDES PERMIT	\$ 2,500	\$ 2,500	\$ 2,500	0.00
5903	PURCHASED WATER	\$ 1,100,000	\$ 1,000,000	\$ 1,211,017	10.00
5910	EQUIPMENT RENTAL	\$ 1,500	\$ 1,500	\$ 1,307	0.00
5950	PROPERTY TAXES - MALTA	\$ 63,000	\$ 70,000	\$ 60,985	(10.00)
6000	MISCELLANEOUS	\$ 9,000	\$ 9,000	\$ 7,935	0.00
	SUBTOTAL	<u>\$ 2,299,700</u>	<u>\$ 2,174,700</u>	<u>\$ 2,299,357</u>	5.75
<b>TOTAL O &amp; M</b>		<b><u>\$ 3,699,363</u></b>	<b><u>\$ 3,528,154</u></b>	<b><u>\$ 3,485,379</u></b>	4.85

## GENERAL AND ADMINISTRATIVE EXPENSES

CODE	DESCRIPTION	<u>2024</u> PROPOSED	<u>2023</u> ADOPTED	<u>2022</u> ACTUAL	CHANGE (%)
7000	WAGES	\$ 385,311	\$ 391,300	\$ 358,657	(1.53)
7010	FICA + MEDICARE	\$ 29,247	\$ 29,696	\$ 26,135	(1.51)
7020	RETIREMENT	\$ 68,051	\$ 55,614	\$ 46,009	22.36
7125	HEALTH INSURANCE	\$ 155,721	\$ 120,313	\$ 111,782	29.43
	SUBTOTAL	<u>\$ 638,329</u>	<u>\$ 596,923</u>	<u>\$ 542,583</u>	6.94
7100	INSURANCE, GENERAL	\$ 45,000	\$ 41,000	\$ 39,283	9.76
7105	WORKERS COMPENSATION	\$ 44,578	\$ 38,873	\$ 44,370	14.68
7310	CONSULTANT FEES	\$ 7,000	\$ 7,000	\$ 5,363	0.00
7320	DUES	\$ 600	\$ 600	\$ 494	0.00
7330	EDUCATION	\$ 1,000	\$ 1,000	\$ 75	0.00
7400	OFFICE SUPPLIES	\$ 30,000	\$ 30,000	\$ 28,620	0.00
7410	POSTAGE	\$ 35,000	\$ 32,000	\$ 33,235	9.38
7420	AUDIT & ACCOUNTING	\$ 39,000	\$ 37,000	\$ 33,293	5.41
7425	LEGAL FEES	\$ 25,000	\$ 25,000	\$ 25,182	0.00
7430	ENGINEERING FEES	\$ 16,000	\$ 16,000	\$ 24,764	0.00
7600	SERVICE CONTRACTS	\$ 27,000	\$ 27,000	\$ 24,336	0.00
7700	TELEPHONE EXPENSES	\$ 18,000	\$ 18,000	\$ 16,350	0.00
7705	TECHNICAL SUPPLIES	\$ 2,500	\$ 2,500	\$ 622	0.00
7710	UTILITIES OFFICE	\$ 8,200	\$ 8,200	\$ 5,933	0.00
7810	MILEAGE	\$ 200	\$ 200	\$ -	0.00
7815	TRAVEL	\$ 500	\$ 500	\$ 104	0.00
7820	BAD DEBT EXPENSE	\$ 2,000	\$ 2,000	\$ (227)	0.00
7822	COLLECTION AGENCY FEE	\$ 300	\$ 300	\$ 65	0.00
7824	BANK SERVICE CHARGE	\$ -	\$ 7,000	\$ 7,277	(100.00)
7990	MISCELLANEOUS	\$ 3,000	\$ 3,000	\$ 2,153	0.00
	SUBTOTAL	<u>\$ 304,878</u>	<u>\$ 297,173</u>	<u>\$ 291,292</u>	2.59
	<b><u>TOTAL GENERAL &amp; ADMINISTRATIVE</u></b>	<b><u>\$ 943,207</u></b>	<b><u>\$ 894,096</u></b>	<b><u>\$ 833,875</u></b>	5.49

## BUDGET SUMMARY

	<u>2024</u> <u>PROPOSED</u>	<u>2023</u> <u>ADOPTED</u>	<u>2022</u> <u>ACTUAL</u>	<u>CHANGE (%)</u>
<b><u>EXPENSES</u></b>				
WAGES AND BENEFITS	\$ 2,037,993	\$ 1,950,377	\$ 1,728,605	4.49
ADMINISTRATION EXPENSES	\$ 304,878	\$ 297,173	\$ 291,292	2.59
O & M EXPENSES	\$ 2,299,700	\$ 2,174,700	\$ 2,299,357	5.75
TOTAL OPERATIONAL COSTS	\$ 4,642,571	\$ 4,422,250	\$ 4,319,254	4.98
DEBT SERVICE COSTS	\$ 1,983,413	\$ 1,989,513	\$ 1,987,013	(0.31)
TOTAL EXPENDITURES	<u>\$ 6,625,984</u>	<u>\$ 6,411,763</u>	<u>\$ 6,306,267</u>	3.34
<b><u>REVENUES</u></b>				
METERED WATER SALES	\$ 4,950,000	\$ 4,850,000	\$ 4,827,480	2.06
BULK SALES	\$ 62,000	\$ 61,500	\$ 62,808	0.81
HYDRANT CHARGES	\$ 553,071	\$ 542,226	\$ 528,644	2.00
PRIVATE FIRE	\$ 36,000	\$ 35,000	\$ 34,841	2.86
HOOK UP FEE	\$ 70,000	\$ 70,000	\$ 71,650	0.00
BASIC SERVICE CHARGE	\$ 1,068,000	\$ 1,066,300	\$ 1,054,644	0.16
LEASE INCOME	\$ 149,467	\$ 140,652	\$ 137,849	6.27
INTEREST ON CAPITAL	\$ 60,000	\$ 5,000	\$ 3,039	1,100.00
MISCELLANEOUS*	\$ 30,000	\$ 30,000	\$ 57,721	0.00
TOTAL REVENUE	<u>\$ 6,978,538</u>	<u>\$ 6,800,678</u>	<u>\$ 6,778,676</u>	2.62
RESERVED, CAPITAL	\$ 352,554	\$ 388,915	\$ 472,409	
DEBT SERVICE RATIO	1.18	1.20	1.24	

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



**Clifton Park Water Authority  
2024 Capital Budget**

<u>Item</u>	<u>Estimated Cost</u>
Brass Goods	\$ 40,000
Water Meters (Includes Routine Meter Replacements and Scheduled Replacements)	\$ 160,000
Color Monitor - Boyack	\$ 10,000
Chlorine Analyzer - Plank	\$ 6,600
Replacement Filter Media - Boyack	\$ 230,000
Fire Hydrants (4)	\$ 20,000
Rebuild Gate Valves and Check Valves - Boyack	\$ 8,000
Excavator Trailer	\$ 30,000
1/2 Ton Pickup Truck	\$ 40,000
Meter Van	\$ <u>45,000</u>
<b>Total</b>	<b>\$ <u>589,600</u></b>
<b>CPWA Fund Balance (as of 9/19/2023)</b>	<b>\$ 2,621,816</b>