

**CLIFTON PARK WATER AUTHORITY  
BOARD MEETING**

**Thursday, June 13, 2024  
7:00 PM**

**AGENDA**

- Approve Minutes of May 15, 2024 Meeting

**Privilege of the Floor**

Note: Each speaker shall state their name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes for items on the agenda.

**Old Business**

- Peacock Glen Property
- Mountain View Meadows

**New Business**

- Transfers and Capital Plan Update
- Lawn Irrigation System Rules and Regulations
- Legal Engagement Agreement

**Other Business**

- Ballston, Malta and Northwood Water System

**Privilege of the Floor**

Note: Each speaker shall state their name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes for any items related to the Clifton Park Water Authority.

**Clifton Park Water Authority**

Budget Transfer

Date: 6/7/2024

Acct No	Description	Budget Amount	Increase/Decrease	Revised Budget	Explanation
<b>Operation and Maintenance</b>					
5700-1	Repair and Maintenance	\$ 295,200.00	\$ (25,618.00)	\$ 269,582.00	Able to be reduced due to increase life spane of filters
				\$ -	
			\$ (25,618.00)		
<b>General and Administrative</b>					
7000-1	Salaries and Wages	\$ 385,311.00	\$ 23,618.00	\$ 408,929.00	Adding a temp position w?anticipation of retirements
7705-1	Technical Supplies	\$ 2,500.00	\$ 2,000.00	\$ 4,500.00	Tablets for crew, laptop for office
				\$ -	
			\$ 25,618.00		

Overall Budget Change 0.00

Capital Budget		Budget amount	Amount Spent	Remaining budget	Project update
Closed Y/N					
Y	Brass goods	\$ 40,000.00	\$ 33,061.35	\$ 6,938.65	Purchased
N	Water Meters	\$ 460,000.00		\$ 160,000.00	ongoing for 2024
Y	Color Monitor	\$ 10,000.00	\$ 4,823.22	\$ 5,176.78	Purchased
Y	Chlorine Analyzer	\$ 6,600.00	\$ 6,572.72	\$ 27.28	Purchased
Y	Boyack Filters (2023)	\$ 230,000.00	\$ 270,976.59	\$ (40,976.59)	Project Complete, with more rehab than anticipated
Y	Hydrants	\$ 20,000.00	\$ 18,563.00	\$ 1,437.00	Purchased
Y	Gate and Check Valves	\$ 8,000.00	\$ 5,656.20	\$ 2,343.80	Project Complete
Y	Excavator Trailer	\$ 30,000.00	\$ 29,970.00	\$ 30.00	Purchased
Y	Pickup	\$ 40,000.00	\$ 41,577.40	\$ (1,577.40)	Gas Vehicle, Increase Cap Bud by \$1,577.40 and close
Y	Meter Van	\$ 45,000.00	\$ 48,579.93	\$ (3,579.93)	Gas Vehicle, Increase Cap Bud by \$3,579.93 and close
Y	Well Replacement (2023)	\$ 32,000.00	\$ 37,500.00	\$ (5,500.00)	Scheduling pushed to 2024
Y	SCWA Interconnect	\$ 1,137,173.00	\$ 1,141,945.66	\$ (4,772.66)	Once reimbursed from EFC and CT Male we will close

| |

| \$ (40,453.07) |

# Clifton Park Water Authority

## Rules and Regulations for Underground Irrigation Systems

(Effective October 13, 2021)  
(Amended November 10, 2021)  
(Amended June 13, 2024)

Any CPWA customer, or prospective customer wanting to install an underground lawn sprinkler system must comply with the following requirements:

### Permit

1. The property owner or installer must apply for and obtain a permit from the CPWA for the installation of the system.
2. The property owner or installer must pay the applicable permit fee of \$100.
- ~~2.3.~~ Dig Safely New York must be called by the installer at 811.

### Residential System Installation

1. All new construction must have a metered water service prior to the installation of the system.
2. The connection to the water supply must be made in an interior location, protected from freezing.
3. The connection to the water supply must be made at a point downstream of the water meter and main check valve to the building.
4. All systems shall be controlled by a time clock capable of programming the system to comply with the CPWA's lawn watering restrictions. Installer or homeowner must demonstrate to the CPWA inspector that the system is set up to comply with these restrictions.
5. All systems must be equipped with a rain sensor or Wi-Fi enabled weather based smart controller capable of preventing the system from running automatically when not needed. Rain sensors must be affixed to a permanent structure in a manner that normal property maintenance doesn't damage or move the sensor. ~~installed~~ The sensor must also be located in an area ~~uncovered location~~ open to the natural weather patterns to allow for proper operation of the sensor. ~~that allows access to normal rainfall.~~
6. All systems must be equipped with a double check valve assembly, installed within the interior of the building to prevent freezing.

7. All systems must be equipped in such a manner as to allow for the draining/purging of water from the irrigation system during winter, without the need to blow compressed air through any CPWA water meters or backflow prevention devices.
8. Sprinkler head orifices can be no larger than 3/16 of an inch.
9. Installation of any part of the proposed irrigation system within the public right-of way of any road, or within any easement is allowed but discouraged. Should any part of the proposed irrigation system be installed within the public right-of-way or within any easement, the homeowner assumes any and all responsibility for future repairs to the system that may become necessary as a result of excavation of utilities and/or roadways by anyone duly authorized to do so, including the Clifton Park Water Authority.
10. All installations must be inspected by CPWA personnel prior to use to ensure compliance with these regulations. **Inspections must be scheduled a minimum of 24 hours in advance and the installer must be on site during inspection with access to all components of the sprinkler system.**
11. ~~Failed initial inspections are allowed one follow up inspection. If a second failure occurs a reinspection fee of \$50 will be assessed to the homeowner. Follow-up appointments needed due to a failed inspection of the system by the CPWA will result in a reinspection fee assessed to the homeowner.~~
12. **Installation of an irrigation system without applying for and receiving a permit from the CPWA will result in a fine of \$250 for each installation begun prior to permit issuance.**

### **Commercial System Installation**

Commercial irrigation system installations will be subject to the regulations described above for residential systems, with the following exceptions:

1. Commercial irrigation systems require a separate water meter, located at the connection to the building plumbing. This connection must be made in a manner such that the irrigation meter is a submeter of the main building water meter. An exception may be made in certain circumstances where connection to the interior plumbing of a building is determined to be impossible or impractical. This determination will be made by the CPWA Administrator.
2. In the case where a direct connection to the water main is necessary due to the inability to connect to the internal plumbing of a building, a meter pit must be installed. The meter pit must include an adequate backflow prevention device and be approved by the CPWA Administrator prior to installation. A method of draining/purging the irrigation system of water to prevent freezing must also be provided.

James P. Trainor, Esq., Member  
Ryan P. Pezzulo, Esq., Member  
Diana C. DeSanto, Esq., Member  
Kate L. Ernst, Esq., Associate  
Elizabeth A. Marcuccio, Esq., CPA, Of Counsel



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## **2024 Engagement Agreement**

This Agreement is between the Clifton Park Water Authority (hereinafter, the “CPWA”), and James P. Trainor, Esq. (hereinafter “Attorney”) and the law firm of Trainor, Pezzulo & DeSanto PLLC (hereinafter, the “Firm”) for the period of July 1, 2024 through June 30, 2028.

The CPWA has appointed Trainor and the law firm to be the attorneys for the CPWA. In this capacity, the Attorney and the Firm will provide the following reoccurring legal services to the CPWA Board: review of agenda materials for Board meetings, preparation of legal documents, communications and conferences with the Administrator and Board members related to agenda items, and attendance of Board meetings.

Additional legal services will be provided related to litigation involving representation of the CPWA or of CPWA officials acting in their official capacity; preparation of applications and regulations; preparation of contracts; real estate conveyances in which the CPWA transfers or acquires real estate or easements; representation of the CPWA in enforcement proceedings and administrative hearings; representation with regard to special districts and capital projects; all Court and Agency proceedings, legal research, legal opinions, application and project reviews, communications, meetings and conferences and such other matters as may be required by or on behalf of the CPWA Board. Expressly excluded from the scope of our engagement will be any bond-related legal work.

Legal services shall be billed hourly on a monthly basis. The hourly rates for professional services rendered to or on behalf of the CPWA which are not reimbursable to the CPWA by another person or entity shall be as follows: \$225.00 per hour for the services of any attorney of the firm and \$125.00 per hour for the separate services of any paralegal or legal assistant of the firm. The regular hourly rates for professional services rendered to or on behalf of the CPWA which are payable by a third party or which are reimbursable to the CPWA by another person or entity, such as for project reviews, shall be as follows: \$350.00 per hour for any attorney of the firm and \$175.00 per hour for the separate services of any paralegal or legal assistant of the firm.

It is understood and agreed that James P. Trainor will be overall in charge of and responsible for the administration of these matters, but specific assignments may be made to another attorney, paralegal or legal assistant of the firm in accordance with the level of service required. It is the policy of the firm to assign a task to the individual most competent to undertake the particular task at the lowest hourly rate. Such assignments will be made at the discretion of the firm.

The Firm shall provide the CPWA with an invoice and voucher (if required) on a monthly basis for payment. Itemized invoices and vouchers for the hourly legal services will be sent on a monthly basis to the Administrator. It is agreed that the invoices and vouchers for legal services are to be paid within 30 days of being submitted to the CPWA.

In addition to the foregoing, the CPWA's responsibilities will include direct payment or reimbursement to the Attorney or the Firm for disbursements advanced on the CPWA's behalf. These disbursements include, but are not necessarily limited to, title searches and insurance, appraisers, professional consultants, court filing fees, recording fees, charges of process servers, necessary travel/lodging expenses, copying costs, publishing and mailing expenses, messenger services, transcripts, printing of appellate briefs and records, outsourced secretarial, stenographic or transcription services and expert or witness fees, as needed.

The Attorney and the law Firm may seek on the CPWA's behalf, depending upon the circumstances of the matter, recovery of the legal fees and disbursements expended by the CPWA. In the event the Attorney or Firm shall be successful in whole or in part recovering monies, the Attorney/Firm shall refund to the CPWA the amount recovered less any outstanding amounts owed to the firm. The Attorney / Firm shall retain a lien on any files for which there remains an unpaid balance.

The CPWA agrees to submit fee disputes, if any, to arbitration pursuant to Part 137 of the Rules of the Chief Administrator of the Courts and agrees that its consent to arbitration of fee disputes is knowing and informed and that it has had the opportunity to have this fee agreement reviewed by independent counsel. You acknowledge that you have read the official written instructions and procedures for Part 137 and that you on behalf of the CPWA agree to resolve fee disputes under this Part. A true copy of Part 137 is available at [www.nycourts.gov/admin/feedispute](http://www.nycourts.gov/admin/feedispute).

In the event fee arbitration is conducted, you and we agree to be bound by the decision of the arbitrator(s) and further agree to waive our respective rights to reject the arbitrator(s) award by commencing an action on the merits (trial de novo) in a Court of Law within 30 days after the arbitrator(s) decision has been mailed. Both you and we understand we are not required to waive our right to seek a trial under Part 137.

Dated: June \_\_\_, 2024

Clifton Park Water Authority

James P. Trainor, Esq. and  
Trainor, Pezzulo & DeSanto PLLC

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

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

Helmut Gerstenberger, Chairman

James P. Trainor, Esq., Member