

CLIFTON PARK WATER AUTHORITY BOARD MEETING

Wednesday, October 23, 2024
7:00 PM

AGENDA

- Approve Minutes of September 11, 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

- Northwood Water Service/ Stein project
- Malta Hydrant Agreement*
- 2025 Budget*
- Yard Hydrants*

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.

*Need Board Approval

FIRE HYDRANT RENTAL AGREEMENT

The **CLIFTON PARK WATER AUTHORITY**, a public benefit corporation organized under the Laws of the State of New York, with its principal place of business at 661 Clifton Park Center Road, Clifton Park, New York 12065 (hereinafter referred to as "CPWA"), and the **TOWN OF MALTA**, a municipality of the State of New York, with its offices located at 2540 Route 9, Malta, New York 12020 (hereinafter referred to as "the Town").

WITNESSETH:

WHEREAS, the Town has established a fire protection district known as "Fire Protection District #1 of the Town of Malta", and

WHEREAS, the area served by the Fire Protection District #1 is geographically entirely within the Town of Malta, outside the geographical limits of the incorporated Village of Round Lake, and

WHEREAS, the parties hereto desire to enter into an agreement whereby CPWA will furnish and/or service water and fire hydrants which are now in existence or will be later constructed by the Town within the said Fire Protection District #1, and the Town will pay to CPWA the total fee as provided herein for water and hydrants, and

WHEREAS, this agreement is approved by the Town Board of the Town of Malta and by the Board of Directors of the CPWA;

NOW THEREFORE, the parties mutually agree as follows:

1. Beginning on the first day of January 2025, CPWA will supply and deliver to the Fire Protection District #1, through mains, pipes and fire hydrants now existing and any additional mains, pipes and fire hydrants which may be constructed within the geographical limits of Fire Protection District #1 of the Town of Malta, water to be used by the Town for fire protection, and/or other uses which may reasonably pertain or be connected with fire protection.
2. The available fire flow at each hydrant, when measured during a period of maximum domestic use, shall continuously be at least 500 gpm at a residual pressure of 20 psi. Failure on the part of the CPWA to meet the standards and specifications for a period of thirty (30) days after written notice thereof will be deemed unreasonable and will void the Town's obligation to pay rental, or for the CPWA to refund, for each unapproved hydrant for the period of time such hydrant is unapproved.
3. Fire hydrants shall be the property of CPWA, and all hydrants supplied to the Town of Malta shall be of a standard pattern consisting of 4-1/2" suction connection facing the street and two 2-1/2" hose connection. Threads will be NST. Suction connection centerline shall be approximately 18" above grade. The Town shall have the option, but not the responsibility, to maintain hydrants to be clear of obstructions including, but not

limited to, vegetation and/or traffic. The location of hydrants shall be determined by the Town Fire Marshall, or other person designated by the Town to determine such matter, in consultation with the CPWA. Each hydrant shall be marked by the CPWA with a steel hydrant marker, approximately four feet (4') high with fluorescent or reflective marker on top; the Town shall notify CPWA should any such marker be damaged or removed. CPWA agrees that it shall prepare and provide, to the Town, a schedule and map showing the location of each fire hydrant, updated annually, and if CPWA has the map in GIS format, the GIS map shall be provided to the Town.

4. Commencing January 1, 2025, and for the duration of this contract, the Town shall pay, to CPWA, annual rental for each fire hydrant at the rate stated below:

2025	\$260.32 per fire hydrant
2026	\$265.53 per fire hydrant
2027	\$270.84 per fire hydrant
2028	\$276.26 per fire hydrant
2029	\$281.79 per fire hydrant

The rental payments shall be due on or before the 1st day of May of each calendar year, and the amount of the rental payment shall be based upon the total amount of hydrants online and in service as of August 15th of the preceding calendar year. By way of example, the May 2020 rental payment shall be based upon the total number of hydrants online and in service as of August 15, 2024. All other language in this Agreement notwithstanding, at no time shall the cost per hydrant paid by the Town be more than that paid by the Town of Clifton Park, and if the cost paid by the Town of Clifton Park be less than that called for in this Agreement, the cost paid by the Town shall be adjusted downward to match the amount paid per hydrant by the Town of Clifton Park.

5. Subject to the consent of CPWA, the Town may permit any fire department for which the Town is contracted for fire protection, or any fire department within the Town duly organized to provide fire protection within Fire Protection District #1, to use the hydrants and water for purposes of practice or drills, provided however, that the fire departments provide to CPWA no less than one (1) week's advance notice of the intention to so utilize the water and hydrants. The consent of the CPWA shall not unreasonably be withheld. The notice shall be in writing, and shall include the dates and times of such proposed use, and the specific hydrants which are to be used.
6. The Town shall have the right to request CPWA to test up to ten (10) fire hydrants annually with test results to be reported by CPWA to the Town. The Town shall also have the right to require that hydrants be painted in a manner to make them easily identified as fire hydrants. CPWA agrees to notify the Town and the Round Lake Hose Company promptly when a hydrant is out of commission, or is under repair and thereafter, the Town and Round Lake Hose Company shall be notified when the hydrant is returned to service or a new hydrant is installed. The CPWA represents that it will have a number of reserve hydrants, parts and appurtenances available for repair or replacement of defective hydrants and appurtenances and shall strive to have such repair

or replacement completed within twenty-four (24) hours after of notice of damage or malfunction. In an emergency, the Town may undertake repairs and the reasonable cost of making such repairs may then be deducted from the next rental payment.

7. The Town will not use the hydrants referenced herein for purposes not appropriate to the use, nor will the Town permit any person or persons other than authorized Town personnel and/or authorized fire companies the use of the fire hydrant without first having the consent of CPWA. The Town, and its agents, and representatives including, but not limited to, any members of the fire company who may use the hydrants for any reasons shall always use a proper hydrant wrench to open and/or close the hydrants.
8. The CPWA, will provide the Town, if available, copies of any detailed water system layouts showing hydrant locations, line sizes and line termination points that CPWA may regularly maintain in connection with its function.
9. The term of this agreement shall commence on January 1, 2025 and conclude on December 31, 2029. For purposes of future agreements, CPWA will provide notice to the Town by August 15, 2029 of any new rental charges, and the Town shall respond by September 15, 2029, whether the Town will accept the same. The Town and CPWA shall use their best efforts to reach an agreement on or before November 1, 2029.
10. Attached hereto and made a part hereof is a copy of an approved resolution of the Town Board of the Town of Malta, and the Board of Directors of the CPWA.
11. The parties hereto shall each take any and all steps necessary to comply with the current Fire Prevention Codes or, in the event cooperation is necessary, to cooperate with one another in good faith to so comply.


IN WITNESS WHEREOF, the parties and representatives hereunto have hereunto set their hands and seals the dates set forth below.

CLIFTON PARK WATER AUTHORITY

By: Helmut Gerstenberger
Chairman, Board of Directors

Dated: _____, 2024

TOWN OF MALTA



By: Cynthia Young
Town Supervisor

Dated: 9/10/ _____, 2024



Saratoga County

TOWN OF MALTA
TOWN CLERK'S OFFICE
2540 Route 9
Malta, NY 12020

Jennifer Holmes
(518) 899-2552
Fax: (518) 899-4719
Email: jholmes@malta-town.org

RESOLUTION NO. 171 SEPTEMBER 9, 2024

AUTHORIZE HYDRANT AGREEMENT WITH CLIFTON PARK WATER AUTHORITY

Motion by: Councilman McLoughlin **Seconded:** Councilman Ricci

Action: Approved

Vote: Supervisor Young-Aye Councilwoman Conner-Aye
 Councilman McLoughlin-Aye Councilman Ricci-Aye
 Councilman Warner-Aye

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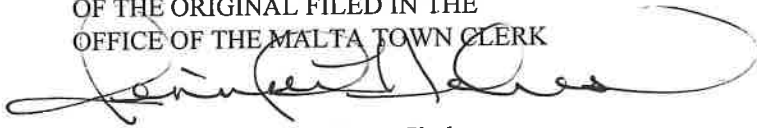
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10. Attached hereto and made a part hereof is a copy of an approved resolution of the Town Board of the Town of Malta, and the Board of Directors of the CPWA.
11. The parties hereto shall each take any and all steps necessary to comply with the current Fire Prevention Codes or, in the event cooperation is necessary, to cooperate with one another in good faith to so comply.

RESOLVED that the Town Board of the Town of Malta hereby authorizes and directs the Town Supervisor, Cynthia Young to execute this agreement.

I CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL FILED IN THE
OFFICE OF THE MALTA TOWN CLERK



Jennifer Holmes, Malta Town Clerk

Clifton Park Water Authority

Resolution # _____, 2024

Adopting 2025 Operating and Capital Budgets

NOW, THEREFORE BE IT

RESOLVED, that the Clifton Park Water Authority Board of Directors hereby adopts the 2025 Operating Budget and Capital Budget as attached, effective January 1, 2025.

Motion to Accept: _____

Seconded: _____

Roll Call Vote

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

Yard Hydrant Policy 2024

Yard hydrants are free standing apparatus that allow for a garden hose connection. Typically, yard hydrants are at the entrance to developments to allow for water access to maintain landscaping.

New yard hydrant installations will be subject to a tap fee according to the size tap required, and a commercial service connection fee as set forth in the CPWA Fee Schedule. Any new installations of a yard hydrant will be required to submit an application for service.

The cost of the yard hydrant, tap and service connection fee will be the responsibility of the Homeowners Association or Park District requesting the installation. All Park District water accounts with CPWA are paid by the Town of Clifton Park.

The Water Authority will install and purchase the yard hydrant once all fees are paid and the yard hydrant is in stock. The Water Authority will purchase a yard hydrant that is appropriate for cold climates.

Repairs or replacements of existing yard hydrants are at the expense of the HOA and/or Park District, and the cost will be billed appropriately. Yard hydrants that break or freeze will be turned off by the Water Authority and the off/on fees will be applied to the HOA or Park District's yard hydrant water account.

It is the responsibility of the HOA, Park District or its representative to schedule the yard hydrant to be turned on or off. An on/off fee will be charged as set in the CPWA Fee Schedule, the on/off fee will be posted to the yard hydrant account automatically after the Water Authority turns it on/off.