

**CLIFTON PARK WATER AUTHORITY  
BOARD MEETING**

**Tuesday, January 14, 2025  
7:00 PM**

**AGENDA**

- Approve Minutes of November 20, 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

**New Business**

- Budget Transfers/ Capital Plan (November)\*
- Northwood Water Service/ Stein project\*
- Chelsea Place\*
- Set dates for CPWA Board 2025\*
- Organizational Resolutions\*
- Verizon Agreement Amendment\*

**Other Business**

- Round Lake Road Meter Station

**Executive Session**

**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

**CLIFTON PARK WATER AUTHORITY**

**BOARD MEETING MINUTES**

**JANUARY 14, 2025**

Those present were: Mr. Helmut Gerstenberger, Chairman; Mr. John Ryan, Vice Chairman; Mr. Peter Taubkin, Secretary; Mr. William Butler, Treasurer; Mr. Chris Wheland, Administrator; Mr. James Trainor, Attorney and Mr. Brock Juusola, Engineer, Ms. Agatha Reid, Town of Clifton Park Liaison. Absent: Ms. Julia Haig, Board Member.

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

**APPROVE MINUTES OF NOVEMBER 20, 2024 MEETING**

Mr. Ryan made a **motion** to approve the November 20, 2024 board meeting minutes; seconded by Mr. Gerstenberger. The **motion** carried 4-0, 1 absent.

**PRIVILEGE OF THE FLOOR**

Councilwoman Reid said she had a conversation with Supervisor Barrett and they are looking for a replacement for Julia Haig as she is moving out of the area and has resigned from the CPWA Board.

**OLD BUSINESS**

**PEACOCK GLEN PROPERTY**

Mr. Wheland reported nothing new to report. Councilwoman Reid stated they are waiting for the grant to come through.

**NEW BUSINESS**

**BUDGET TRANSFERS/CAPITAL PLAN (NOVEMBER)**

This was an agenda item for the November meeting. The conversation in November moved on without a formal approval of transfers. Mr. Wheland stated the only change from the November budget transfer spreadsheet was that he added the Round Lake Road metering station project to the Capital Budget for 2024 in the amount of \$45,000.00. A **motion** was made by Mr. Ryan to amend the CPWA 2024 Operating and Capital Budget; seconded by Mr. Taubkin.

**RESOLUTION# 25, 2024 – AMEND THE CPWA 2024 OPERATING AND CAPITAL BUDGET**

**WHEREAS**, the Clifton Park Water Authority wishes to amend the 2024 Operating and Capital Budgets,

**WHEREAS**, the current budget is proposed and passed in the fall of the previous year based on best knowledge of upcoming expenses,

**WHEREAS**, the budget often requires adjustment based on changes in costs and needs for the Authority,

**WHEREAS**, as items on the Capital Budget are completed they shall be closed out to confirm costs and validate any overages in the budget, **now, therefore be it**

**RESOLVED**, that the Clifton Park Water Authority Board of Directors hereby amends the 2024 Operating and Capital Budget as stated in Exhibit A.

Roll Call Vote:

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

### **NORTHWOOD WATER SERVICE/STEIN PROJECT**

Northwood Water Services has a PFOA source contamination and is looking to purchase water from the CPWA off of our Eastline Road connection at Route 67. Tom Samascott, owner of Northwood Water Services, bought the property on the Southeast corner of our Eastline Road pumpstation. Mr. Samascott has agreed to grant an easement for a 16-inch water line to be run across his property. A tee would be installed into a meter pit. Northwood would take ownership at the connection directly after the meter. Northwood would be able to feed the Stein project at the corner and feed up into Northwood Water Services which serves approximately 450 customers. Their sources will be turned off, their tank would be taken out of service, and their system would be flushed so there would be no residual PFOA in their system. An indemnification clause is in the Agreement. Mr. Wheland stated this connection would start our expansion across Route 67 to the East and connect into State Farm and Saratoga Hospital near Exit 12 on the Northway. Mr. Wheland, Mr. Trainor, and Tom Samascott and his attorney have reviewed the Bulk Water Purchase Agreement and is now ready for approval. The Town of Clifton Park will also need to review and approve as it is an extension of the CPWA's system. A **motion** made by Mr. Gerstenberger authorizing a Water Supply Agreement with Northwood Water Services; seconded by Mr. Butler.

### **RESOLUTION# 1, 2025 – AUTHORIZING A WATER SUPPLY AGREEMENT WITH NORTHWOOD WATER SERVICES**

**WHEREAS**, the Northwood Water Services has a water supply contaminated with PFOA/PFOS and

**WHEREAS**, Northwood Water Services wants to purchase water through CPWA through an extension on Eastline Road and Route 67 and

**WHEREAS**, the Clifton Park Water Authority wants to sell water to Northwood Water Services and

**WHEREAS**, the Clifton Park Water Authority has agreed to provide water to Northwood Water Services through a Bulk Water Purchase Agreement, and

**WHEREAS**, the CPWA and Northwood Water Services wish to enter into an agreement which formally establishes the terms of the sale of water, **now, therefore be it**

**RESOLVED**, that the Clifton Park Water Authority Board of Directors hereby agrees to enter into a Water Supply Agreement with Northwood Water Services, and the Chairman of the Board is hereby authorized to execute the agreement and any other documents or instruments necessary to implement this agreement.

Roll Call Vote:

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

**CHELSEA PLACE**

Chelsea Place in Halfmoon is looking to extend a water line from CPWA into Halfmoon to supply a couple of buildings with water as there is no source from Halfmoon available. This agreement simply states that the residents in Halfmoon will pay what customers of CPWA pay and that CPWA has the ability to operate and maintain the water line in Halfmoon. The Town of Clifton Park will need to review and approve as it is an extension of CPWA’s system. A **motion** was made by Mr. Taubkin authorizing a water supply agreement with the Town of Halfmoon as amended to incorporate “Section 12 TERM. The term of this agreement shall be 20 years from initial service. Either party may terminate the agreement for cause defined as a breach of any of its material terms which remains uncured 90 days after written notice thereof.”; seconded by Mr. Gerstenberger.

**RESOLUTION# 2, 2025 – AUTHORIZING A WATER SUPPLY AGREEMENT WITH THE TOWN OF HALFMOON**

**WHEREAS**, the Clifton Park Water Authority currently supplies water to customers on Chelsea Place near the Town of Halfmoon, and

**WHEREAS**, the Clifton Park Water Authority has agreed to provide water to a proposed subdivision within the Town of Halfmoon on Chelsea Place, and

**WHEREAS**, the CPWA and the Town of Halfmoon wish to enter into an agreement which formally establishes that these customers will be served by the CPWA, **now, therefore be it**

**RESOLVED**, that the Clifton Park Water Authority Board of Directors hereby agrees to enter into a Water Supply Agreement with the Town of Halfmoon, and the Authority Administrator and/or the Chairman is hereby authorized to execute the agreement and any other documents or instruments necessary to implement this agreement.

Roll Call Vote:

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

**SET DATES FOR CPWA BOARD MEETINGS IN 2025**

Mr. Wheland set a tentative schedule for Board meeting dates in 2025. He intends to follow the Wednesday of the second full week of the month. These dates are as follows: February 12, 2025; March 12, 2025; April 16, 2025; May 14, 2025; June 11, 2025; July 16, 2025; August 13, 2025; September 10, 2025; October 15, 2025; November 12, 2025; and December 10, 2025.

**ORGANIZATIONAL RESOLUTIONS**

A **motion** was made by Mr. Gerstenberger authorizing Resolution #3, 2025, an Organizational Resolution; seconded by Mr. Ryan.

**RESOLUTION #3, 2025 – AN ORGANIZATIONAL RESOLUTION**

Pursuant to Section 1120-c(3) the following persons are appointed as Vice Chairman, Treasurer, and Secretary of the Clifton Park Water Authority:

**Vice Chairman: John Ryan**  
**Treasurer: Bill Butler**  
**Secretary: Peter Taubkin**

Roll Call Vote:

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

A **motion** was made by Mr. Gerstenberger appointing Water Authority Attorney; seconded by Mr. Butler.

**RESOLUTION #4, 2025 – APPOINTING WATER AUTHORITY ATTORNEY**

**NOW THEREFORE BE IT**

**RESOLVED**, that the Clifton Park Water Authority hereby appoints James Trainor of Trainor, Pezzulo & DeSanto PLLC to the position of Authority Attorney.

Roll Call Vote:

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

A **motion** was made by Mr. Butler authorizing Resolution #5, 2025, an Organizational Resolution; seconded by Mr. Taubkin.

**RESOLUTION #5, 2025 – AN ORGANIZATIONAL RESOLUTION**

**RESOLVED**, the Daily Gazette, be and hereby is made the official newspaper of the Clifton Park Water Authority, and

**RESOLVED**, that including but not limited to KeyBank (conditional on acceptable account terms and services) hereby is designated as the official bank depository of the Clifton Park Water Authority.

Roll Call Vote:

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

Ms. Haig - Absent

A **motion** was made by Mr. Ryan appointing the Water Authority Engineering Firm; seconded by Mr. Gerstenberger.

**RESOLUTION #6, 2025 – APPOINTING ENGINEERING FIRM**

**RESOLVED**, that the firm of Delaware Engineering, D.P.C., be designated and appointed as the professional engineers for the Clifton Park Water Authority.

Roll Call Vote:

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

A **motion** was made by Mr. Gerstenberger appointing the Water Authority Accounting Firm; seconded by Mr. Taubkin.

**RESOLUTION #7, 2025 – APPOINTING ACCOUNTING FIRM**

**RESOLVED**, that the firm of Mengel, Metzger, Barr & Co., be designated and appointed the professional accountants and auditors for the Clifton Park Water Authority.

Roll Call Vote:

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

A **motion** was made by Mr. Gerstenberger appointing Audit Committee members; seconded by Mr. Ryan.

**RESOLUTION #8, 2025 – APPOINTING AUDIT COMMITTEE MEMBERS**

**RESOLVED**, that an Audit Committee has been formed and members of the Audit Committee are: **John Ryan, Bill Butler, and Peter Taubkin.**

Roll Call Vote:

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

A **motion** was made by Mr. Gerstenberger appointing Governance Committee members; seconded by Mr. Butler.

**RESOLUTION #9, 2025 – APPOINTING GOVERNANCE COMMITTEE MEMBERS**

**RESOLVED**, that a Governance Committee has been formed and the members of the Governance Committee are: **Helmut Gerstenberger, John Ryan, and Peter Taubkin.**

Roll Call Vote:

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

A **motion** was made by Mr. Ryan appointing Grievance Committee members; seconded by Ms. Butler.

**RESOLUTION #10, 2025 – APPOINTING GRIEVANCE COMMITTEE MEMBERS**

**RESOLVED**, that a Grievance Committee has been formed and the members of the Grievance Committee are: **Peter Taubkin, Helmut Gerstenberger, and John Ryan.**

Roll Call Vote:

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

A **motion** was made by Mr. Gerstenberger appointing Finance Committee members; seconded by Mr. Taubkin.

**RESOLUTION #11, 2025 – APPOINTING FINANCE COMMITTEE MEMBERS**

**RESOLVED**, that a Finance Committee has been formed and the members of the Finance Committee are: **Helmut Gerstenberger, John Ryan, and Bill Butler.**

Roll Call Vote:

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

**VERIZON AGREEMENT AMENDMENT**

Verizon has reached out to Mr. Wheland about amending the agreement between Verizon and the CPWA. They are reorganizing and looking to have a company called VerticalBridge take over all of their towers and Verizon will then sublease from VerticalBridge. The current agreement states that currently Verizon is unable to sublease to another cell company without our approval. This amendment revises that section and VerticalBridge would be able to sublease to anyone without our approval. He doesn't like that idea at

all as the tower is on the property of the water plant and a storage tank. The Board continued this discussion in executive session.

### **OTHER BUSINESS**

- **ROUND LAKE ROAD METER STATION**

Mr. Wheland reported that the 8-inch water main within the Round Lake Road meter station has been replaced with a 16-inch water main. He anticipates being able to get significantly more water through the station.

- On New Year's Eve, the Fire Chief of Vischer Ferry contacted Mr. Gerstenberger to let him know there was a water main break on Southbury Road. It ended up being a sewer department issue but he wanted to publicly note that Jacob, the on-call water technician, was there within the hour. On New Year's Day, Mr. Gerstenberger received a call from a friend of his letting him know that he had contacted the CPWA regarding a water leak on his property. Jacob was dispatched and advised the customer that the water service line leak was on his side of the curb stop and was his responsibility to repair. He gave the customer a few contractors who he could contact to repair his water service line. The line was repaired later that day by a private contractor. Mr. Gerstenberger wanted to give a big shout out to all of the guys in the field who go above and beyond to help out the customers of the CPWA.
- Phyllis Macygin will be retiring on January 25, 2025. Phyllis has been with the CPWA for a little over 20 years. The Board wishes her well in retirement. Christina Mountain will be taking over Phyllis' position as Administrative Assistant. Sierra Huggins was hired in mid-August and has been in training to take over Christina's position as Customer Service Representative. Mr. Wheland hopes this will allow for a seamless transition for both employees in their new positions. The Board appreciates Mr. Wheland's proactive approach in anticipation of the upcoming changes and commended his management style. Mr. Wheland also made them aware that there will be approximately 6-7 employees retiring within the next 3-5 years.
- The Board asked Mr. Wheland to research why Douglas Connor is receiving quarterly health insurance reimbursement checks when they believe he should be on a Medicare Plan at this time.

### **EXECUTIVE SESSION**

Mr. Gerstenberger made a **motion** to move into executive session at 7:48pm to discuss CSEA contract negotiations, a personnel matter, Verizon contract, and hydrant contract; seconded by Mr. Ryan. The **motion** carried 4-0, 1 absent

Mr. Gerstenberger made a **motion** to move out of executive session at 8:33pm; seconded by Mr. Ryan.

The CPWA's next board meeting is scheduled for Wednesday, February 12, 2025 at 7pm.

A **motion** was made by Mr. Gerstenberger to adjourn the meeting at 8:38pm; seconded by Mr. Butler. The **motion** carried 4-0, 1 absent.

Respectfully submitted,  
*Sheri Collins*  
Recording Secretary

cc: CPWA Board of Directors  
Trainor, Pezzullo & DeSanto LLC



**Clifton Park Water Authority**  
Budget Transfer

Acct No	Description	Budget Amount	Increase/Decrease	Revised Budget	Explanation
<b>Operation and Maintenance</b>					
5330-1	Education	\$ 11,845.00	\$ 800.00	\$ 12,645.00	Operator Training
5500-1	Treatment Chemicals	\$ 250,000.00	\$ (4,000.00)	\$ 246,000.00	
5700-1	Repairs and Maintenance	\$ 269,582.00	\$ (18,150.00)	\$ 251,432.00	
5805-1	Vehicle, Maintenance	\$ 22,000.00	\$ 4,500.00	\$ 26,500.00	Inspection and Repairs
5910-1	Rent, Equipment	\$ 1,500.00	\$ 1,000.00	\$ 2,500.00	Pump for Boyack sludge
5950-1	Real Estate Taxes	\$ 63,000.00	\$ 2,300.00	\$ 65,300.00	Adjustment for Tax payments
			\$ (13,550.00)		
<b>General and Administrative</b>					
7400-1	Office Supplies	\$ 27,900.00	\$ 1,000.00	\$ 28,900.00	General Supplies
7410-1	Postage	\$ 35,000.00	\$ 4,000.00	\$ 39,000.00	Increase postage for bill, lead mailings, etc
7420-1	Audit and Accounting Fees	\$ 36,000.00	\$ 2,000.00	\$ 38,000.00	Report submission
7430-1	Engineering Fees	\$ 20,000.00	\$ 6,000.00	\$ 26,000.00	Special Projects including Lead and Malta
7815-1	Travel	\$ 500.00	\$ 250.00	\$ 750.00	
7824.1	Bank Service Charge	\$ 2,500.00	\$ 300.00	\$ 2,800.00	Investments leave account balances low
				\$ -	
				\$ -	
			\$ 13,550.00		
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
Y	Water Meters	\$ 160,000.00	\$ 103,042.04	\$ 56,957.96	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
P	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
Y	5500 Dump	\$ 90,000.00	\$ 81,128.84	\$ 8,871.16	Purchased and Close
Y	Round Lake Rd	\$ 45,000.00	\$ 44,548.73	\$ 45,000.00	Construction complete, waiting for meter delivery
				\$ 70,376.05	

## BULK WATER PURCHASE AGREEMENT

This Bulk Water Purchase Agreement (the Agreement) is made and entered into this day of by and between Northwood Water Company, Inc. (hereinafter the "Northwood"), with principal offices at 464 Maple Avenue, Suite 16, Saratoga Spring, NY 12866 and the Clifton Park Water Authority (hereinafter the "Authority"), a public benefit corporation organized and existing under the laws of the State of New York, with an office at 661 Clifton Park Center Road, Clifton Park, New York 12065.

### WITNESSETH:

**Whereas**, Northwood has requested and desires to contract with the Authority for the bulk purchase of water on the terms and conditions contained herein; and

**Whereas**, Northwood agrees that all water purchased in bulk from the Authority will be provided to customers within Northwood Water Company boundary limits or where feasibly extended from the Northwood water district; and

**Whereas**, Northwood is a contiguous Water System with whom the Authority wishes to cooperate concerning providing water for bulk purchase to the extent possible consistent with the Authority's desire to avoid adversely affecting, and to provide redundancy and increased water supply to its existing customers through extensions of its own water lines; and

**Whereas**, the Authority has determined that it has sufficient source water, treatment capacity, pumping ability and purchased water capacity to deliver the required volume of water to Northwood; and

**Whereas**, the Authority desires to sell water in bulk to Northwood on the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and undertakings contained herein, the parties hereto agree as follows:

#### Section 1. SUPPLYING OF BULK WATER

- a) The Authority shall furnish bulk water to Northwood based on a bulk water meter installed by Northwood in a meter vault approved by the Authority and located adjacent to the Authority's Water System. The furnishing of such water is conditioned upon Northwood maintaining compliance with all applicable State and Federal Laws.
- b) The Authority shall furnish bulk water to Northwood in such quantities as required by customers within the Northwood boundary limits including a development located at 750 Route 67, Malta NY (Stein Project). The Parties agree that Northwood is able to expand its water system so long as such expansion doesn't interfere with the Authority's need or ability to extend a sixteen inch water line from Eastline Road to State Farm Blvd, or to expand south of State Route 67, or be able to provide water in the quantities stated within this agreement. Any expansion of Northwood's water system must be approved by the CPWA Board of Directors which consent shall not be unreasonably withheld.
- c) The maximum amount of bulk water to be supplied to Northwood by the Authority pursuant to this agreement shall be 250,000 gallons per day (250,000 gpd). Bulk Water to be supplied to Northwood by the Authority in excess of 250,000 gpd but less than 300,000 gpd will be subject to an increased premium rate as stated in section 2. Bulk Water to be supplied to Northwood by the Authority in excess of 300,000 gpd will be subject to negotiated rates agreed to between the parties.

d) Northwood agrees to pay the Authority for a minimum of 75,000 gallons per day during the term of this Agreement; provided, however, that in the event that the Authority, due to impairment of its supply, or any other reason, is unable to supply at least 75,000 gallons per day to Northwood for any period, Northwood will pay the Authority only for water actually supplied during that period.

## **Section 2. INITIAL RATE AND RATE ADJUSTMENTS**

a) The agreed upon initial rate to be charged to Northwood up to 250,000 gpd will be at a rate of three dollars and six cents (\$3.06) per one thousand (1,000) gallons of water metered. Bulk Water supplied in excess of 250,000 gpd up to 300,000 gpd will be increased to a premium rate of the initial rate plus forty percent, or an initial rate of four dollars and twenty eight (\$4.28) The residential customer rate in Northwood shall not be less than the residential rate charged to the Authority's residential customers.

b) Annually the water rate charged to Northwood by the Authority shall increase by two percent (2%) for the life of this contract.

## **Section 3. BILLING**

Meter readings will be furnished by Northwood to the Authority on a monthly basis by the 10th of each month and billing will be on a calendar quarterly basis. Payments by Northwood are to be received by the Authority within fifteen (15) days of the billing date. The Authority shall have access to the bulk water meter and reserves the right to read the meter upon request to Northwood or to the Saratoga County Water Authority.

## **Section 4. DELINQUENT BILLS**

If water bills remain unpaid thirty (30) days after the due date, the Authority shall add thereto a penalty of the prime rate plus one (1) percent. The prime rate shall further be described as the prime rate in effect at the date of the billings and as it is established or changed from time to time by the Wall Street Journal Prime Rate in effect at the date of the billings and as it is established or changed from time to time by the Water Street Journal. In no event, however, shall the penalty charged be less than 5.0%. If the bills continue to remain unpaid (60) days after they were due, the Authority shall add interest charged on the original bill from its due date at the rate of one and one half (1 1/2) percent per month. If the final date for payment before the imposition of a penalty or the charging of interest should fall on a Saturday, Sunday or holiday, any such payment may be made to the Authority on the next business day following such Saturday, Sunday or legal holiday or may be made by mail provided the postmark on the envelope indicates that the letter was so mailed on such next business day, and the Authority shall receive such payment without imposing the prime plus three (3) percent penalty or the interest charges.

## **Section 5. EXPANSION**

Expansion of Northwood's water system within or without the boundaries of Northwood will be permitted with the prior consent of the Board of Directors of the Authority and all other necessary regulatory agencies. Northwood agrees not to sell water outside its present service area/water system without the prior consent of the Board of Directors of the Authority and all other necessary regulatory agencies. 750 Route 67 in Malta is considered to be included in Northwood's water service district. Approval of expansion by the CPWA Board of Directors shall not be unreasonably withheld.

## **Section 6. UNIVERSAL METERING**

All service connections must be metered without exception. Universal metering is a requirement of the Authority's Water Supply Permit issued by NYSDEC and is anticipated to be a condition of NYSDEC's permit to Northwood.

## **Section 7. NORTHWOOD SUBJECT TO RULES AND REGULATIONS OF THE AUTHORITY**

- a) Northwood and all customers of the Northwood water system shall be subject to the Rules and Regulations of the Authority, as amended from time to time. Water use restrictions and conservation measures imposed by the Authority shall be adopted and enforced by Northwood. In times of water shortages or emergency situations, such as, for example but not by way of limitation, drought or disaster, Northwood shall provide enforcement action for all emergency regulations enacted by the Authority. The Authority will not impose restrictions upon Northwood that it would not impose on other Authority customers.
- b) The Authority will provide Northwood with access to or copies of all amendments to the Rules and Regulations adopted and all emergency measures adopted.

## **Section 8. ANALYTICAL TEST RESULTS**

The Authority will provide copies of required analytical test results from source waters to Northwood on an annual basis. Northwood will conduct and be financially responsible for all required bacteriological sampling within Northwood and for all point of use sampling and analyses required by law or regulation. Northwood will be responsible for all communications to their customers as required pursuant to Part V of the State Sanitary Code.

## **Section 9. WATER QUALITY**

The Authority will provide Northwood with water generally of the same quality and characteristics as the water provided to all customers of the Authority. Any rechlorination or additional treatment or pumping desired by Northwood will be at the sole discretion and expense of Northwood.

## **Section 10. NOTICES**

All notices and other communications hereunder shall be in writing and shall be deemed sufficiently given when delivered to the applicable address stated below by certified mail, return receipt requested, or by delivery in person with receipt of such delivery. Should changes occur in the addresses set forth below, each party agrees to notify the other of such change of address by certified mail, return receipt requested, or by delivering in person with receipt of such delivery of such new address.

If to the Authority:

Clifton Park Water Authority  
661 Clifton Park Center Road  
Clifton Park, New York 12065  
Attention: Administrator

If to Northwood:

Northwood Water Company, Inc.  
464 Maple Ave  
Suite 16  
Saratoga Springs, New York 12866  
Attention: \_\_\_\_\_

## **Section 11. MISCELLANEOUS**

- a) The headings preceding the text of the several sections of this Agreement shall be solely for

the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

- b) This Agreement shall be construed in accordance with the applicable laws of the State of New York.
- c) If any one or more of the provisions provided herein on the part of Northwood or the Authority to be performed shall, for any reason, be held or shall, in fact, be or become inoperative, unenforceable or contrary to law, in any particular case, such circumstances shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of the provisions herein should be contrary to law, then such provision or provisions shall be deemed separable from the remaining portions hereof and shall in no way affect the validity of any other provisions of this Agreement.
- d) This Agreement may not be amended, changed or modified except by a written instrument duly executed and delivered by the parties hereto.

## **Section 12. LIMITED OBLIGATIONS**

- a) The obligations, undertakings and duties (collectively the Duties) of the Authority contained herein shall not constitute or give rise to an obligation of the State of New York or the Town of Clifton Park, New York and neither the State of New York nor the Town of Clifton Park, New York shall be liable in any way whatsoever concerning the contents of this Agreement.
- b) All of the Duties of the Authority contained herein shall be duties of the Authority and not those of any member, officer, servant or employee of the Authority in his/her individual capacity and no recourse under or upon any such Duties or any claim based thereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Authority and any such claims are hereby waived by Northwood as additional consideration for and as a condition precedent to the execution of this Agreement by the Authority.
- c) Except as otherwise provided by Law, the Duties of Northwood contained herein shall not constitute or give rise to an obligation of the State of New York nor shall the State of New York be liable in any way whatsoever concerning the contents of this Agreement.

## **Section 13. ARBITRATION**

Any controversy arising under, out of, in connection with, or relating to this Agreement, and any amendment thereof, or the breach thereof, shall be determined and settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. Any award rendered therein shall be final and binding on each and all of the parties hereto and their personal representatives, successors or assigns and judgment may be entered thereon through any court having jurisdiction thereof.

## **Section 14. CONSTRUCTION OF FACILITIES**

- a) Any and all construction to facilitate interconnection of the Northwood water system to the Authority system shall be the responsibility of Northwood. This shall include, at a minimum, pipeline, a meter vault and approved metering device. All plans and specifications for construction shall be approved by the Authority prior to construction and Northwood shall provide the Authority with “as built” drawings upon completion of the construction.

- b) If the Authority so chooses, it may increase the diameter of the pipe to be installed at a cost of the difference between the initial pipe installation and the increase of the Authority's desired pipe diameter. The Authority also has the right to require Northwood as part of the installation to install any future infrastructure in a manner that allows for the future extension of the Authority's water system, including the provision of easements in favor of the Authority as part of any water main installations owned by Northwood or associated parties.
- c) Should Northwood desire any additional treatment or rechlorination of the bulk water supplied to it, the Authority shall be informed in writing and allowed to review and comment on any and all plans for said treatment and such additional treatment or rechlorination shall be at Northwood's sole cost and expense.

## **Section 15. TERM AND TERMINATION**

The term of this agreement shall be twenty (20) years, from initial service. Either party may terminate this Agreement for cause, defined as a breach of any of its material terms which remains uncured 90 days after written notice thereof.

## **Section 16. INSURANCE AND INDEMNIFICATION**

- a) Upon signing this Agreement, each party shall supply the other with a certificate of insurance, naming the other as additional insured, on its general liability insurance policy in an amount of no less than \$1,000,000.00, and also provide the other an updated certificate of insurance upon each policy anniversary thereafter and require their insurance companies to notify the other 30 days in advance of any cancellation or non-renewal of such policy.
- b) Each party agrees to defend, indemnify and hold the other harmless from any claims made by third parties which arise out of the indemnifying party's own actions or omissions.
- c) Northwood agrees to defend, indemnify and hold the Authority harmless from any claims made against the Authority resulting from contaminated water delivered through Northwood's pipes caused by residual PFAS in Northwood's system.
- d) Northwood agrees to defend, indemnify and hold the Authority harmless from any claims made against the Authority resulting from contamination of the Authority's water system as a result of a backflow of residual PFAS from Northwood's water system.

**IN WITNESS WHEREOF**, the parties hereto have caused this Bulk Water Purchase Agreement to be executed by their respective duly authorized representatives and to be dated as of the day first written above written.

Northwood Water Services, Inc.

BY: \_\_\_\_\_  
Thomas J. Samascot  
President/Owner

Clifton Park Water Authority

BY: \_\_\_\_\_  
Helmut Gerstenberger  
Chairman

STATE OF NEW YORK) COUNTY OF  
SARATOGA) ss:

On the \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public - State of New York  
My commission expires

STATE OF NEW YORK)  
COUNTY OF SARATOGA) ss:

On the \_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public - State of New of York  
My commission expires

# WATER SUPPLY AGREEMENT

This Water Supply Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between HALFMOON WATER SUPPLY DISTRICT No. 1 (the "District"), an improvement district in the Town of Halfmoon, New York ("Town") with an office at 2 Halfmoon Plaza, Halfmoon, New York 12065, and the CLIFTON PARK WATER AUTHORITY (the "Authority"), a public benefit corporation organized and existing under the laws of the State of New York, with an office at 661 Clifton Park Center Road, Clifton Park, New York 12065.

## WITNESSETH:

WHEREAS, the Town through the District desires to contract with the Authority for water and related ancillary services to Chelsea Place, located in the Town, on the terms and conditions contained herein; and

WHEREAS, the Authority desires to provide water and such services to the District for Chelsea Place, on the terms and conditions contained herein; and

WHEREAS, the area of the District to be supplied and serviced by the Authority is set forth in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, no portion of the District is, as of the date hereof, served by a water system owned or operated by a municipality or a special improvement district; and

WHEREAS, the District, the Town and the Authority desire that the Chelsea Place customers within the District be charged the same rates for water usage as similarly situated customers of the Authority pay;

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings contained herein, the parties hereto agree as follows:

### Section 1. SUPPLYING OF WATER.

The Authority shall furnish water to the District in such quantities as required by the current and future customers on Chelsea Place within the District, and subject to the provisions of Section 5 below, at rates currently charged to customers of the Authority within the Town of Clifton Park.

### Section 2. ADDITIONAL DUTIES OF THE AUTHORITY.

In addition to supplying water as required by Section 1 hereof, as between the District, the Town and the Authority, the Authority shall be responsible for the maintenance and repair of the Chelsea Place water system (including, without limitation, transmission pipes and mains), all billings of the customers, customer service (including responses to complaints) and insurance. The Authority shall name the District and the Town as additional insureds on the liability policies carried by the Authority. Such policies shall have limits of not less than \$2,000,000 per accident or occurrence on account of personal injury (including death) and shall be from insurance companies authorized to write said insurance in the State of New York. Copies of such policies shall be forwarded by the Authority to the District annually not later than July 1.

### Section 3. RATE ADJUSTMENTS.

(A) As used in this Agreement the following terms have the meanings set forth below, unless the context clearly requires a different meaning:

(1) "Fiscal Year" means a period beginning on January 1 in any year and ending on the following December 31.

(2) "Typical Residential Customer" means a residential customer located on Chelsea Place in the District using 80,000 gallons of water per Fiscal Year.



(B) If the Authority raises or lowers from time to time, its rates (or raises or lowers its basic service charges) to its customers in the Town of Clifton Park, New York, from those in effect on the date hereof, then the rates set forth in Section 1 hereof (or the basic service charges, as the case may be) shall be increased or decreased, as the case may be, by the same amount. The adjustment shall take effect on the same date for customers within the District as for customers of the Authority in the Town of Clifton Park. For purposes of this Agreement, the parties agree that the rate charged the customers in the Town of Clifton Park as of the date hereof shall be deemed to be \$4.35 per 1,000 gallons of water and that the basic service charges and rates in effect are the same as referred to in Section 1.

#### Section 4. NO EXPANSION WITHOUT CONSENTS.

The geographic area of the District may not be expanded from the area set forth in Exhibit "A" attached hereto without the prior written consents of the Town Board of the Town of Halfmoon, the Authority and the Town Board of the Town of Clifton Park and without all other necessary governmental approvals and permits.

#### Section 5. FUTURE CUSTOMERS WITHIN THE DISTRICT.

Subject to all applicable rules and regulations of the Department of Environment Conservation and any other state and municipal agencies having jurisdiction, the Authority shall permit properties within the District which are not presently served to hookup to the Chelsea Place water system on the same terms and conditions (including without limitation, the payment of all applicable fees) as properties outside the District but, as of the date hereof, within the service area of the Authority as approved by DEC.

#### Section 6. DELINQUENT BILLS.

(A) To the extent allowed by law, the Town shall include on the tax bill of customers of the Authority within the District who are more than ninety (90) days delinquent in paying their bill the amount of any and all delinquent water bills (including, without limitation, interest, late fees and any other charges due to the Authority); provided the Authority has given written notice of the names, tax map numbers and the amount of the delinquent bills to the Town no later than October 1 of each year.

(B) The Town shall remit to the Authority the sums set forth in the notice from the Authority within forty-five (45) days of the date the Town receives such sums.

(C) Nothing contained in this Section shall be construed as limiting any other rights or remedies the Authority may have in connection with the collection of delinquent water bills. The remedy in this Section is intended to be cumulative and in addition to any other remedy or remedies the Authority possesses.

#### Section 7. DISTRICT SUBJECT TO RULES AND REGULATIONS OF THE AUTHORITY

(A) The serviced portion of the District and/or Town and the properties and customers therein shall at all times be subject to the rules and regulations of the Authority, as the same may be issued and amended from time to time (including, without limitation, the Authority's right to inspect its property and the payment by customers of disconnection and reconnect ion charges). The parties agree that such rules and regulations shall be applied (except as otherwise expressly set forth herein) fairly and equitably to customers of the Authority inside and outside of the District. Nothing contained in this Agreement shall preclude the Authority from issuing rules and regulations which differentiate between or among classes of customers, as long as such classifications are not based upon the fact that a customer is located inside or outside of the District. For example, and not by way of limitation, nothing herein shall preclude the Authority from imposing certain restrictions which are applicable only to business customers (or only to certain types of businesses), as opposed to residential customers, provided such restrictions apply equally to the businesses (or types of businesses) served by the Authority within and outside of the District.

(B) The District shall, to the extent deemed necessary or desirable by the Authority, take the appropriate steps to ensure that the rules and regulations of the Authority, as issued and amended from time to time, are applicable to the serviced portion of the District and the properties and customers therein.

(C) The Authority shall send copies of all amendments to the rules and regulations adopted after the date hereof to the District not less than the (10) days before any such amendment becomes effective.

## Section 8. NOTICES

(A) All notices and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery. The addresses which notices and other communications shall be delivered are as follows:

If to the Authority:

Town of Clifton Park Water Authority  
661 Clifton Park Center Road  
Clifton Park, New York 12065 Attn:  
Administrative Director

If to the District:

Halfmoon Water Supply District No.1 c/o  
Halfmoon Town Hall  
2 Halfmoon Plaza  
Halfmoon, New York 12065  
Attn: Supervisor

If to the Town:

Halfmoon Town Hall  
111 Route 236  
Halfmoon, New York 12065  
Attn: Supervisor

(B) The Authority, the District and the Town may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

## Section 9. MISCELLANEOUS .

(A) The headings preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

(B) This Agreement shall be construed in accordance with the applicable laws of the State of New York.

(C) If any one or more of the agreements provided herein on the part of the District, the Town of Halfmoon, or the Authority to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law, in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance. Further, if any one or more of provisions herein should be contrary to law, then such provision or provisions shall be deemed separable from the remaining portions hereof and shall in no way effect the validity of any of the other provisions hereof.

(D) This Agreement may not be amended, changed or modified except by a written instrument duly executed and delivered by the parties hereto.

Section 10. LIMITED OBLIGATIONS.

(A) The obligations, undertakings and duties (collectively the "Duties") of the Authority contained herein shall not constitute or give rise to an obligation of the State of New York or the Town of Clifton Park, New York and neither the State of New York nor the Town of Clifton Park shall be liable in any way whatsoever herein.

(B) All Duties of the Authority contained herein shall be deemed to be Duties of the Authority and not of any member, officer, servant or employee of the Authority in his/her individual capacity and no recourse under or upon any such Duty or for any claim based thereon on hereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Authority and any or all such claims are hereby waived by the District and the Town as additional consideration for and as a condition precedent to the execution hereof by the Authority.

(C) Except as otherwise provided by law, the Duties of the District contained herein shall not constitute or give rise to an obligation of the State of New York or the Town of Halfmoon, New York and neither the State of New York nor the Town of Halfmoon shall be liable in any way whatsoever thereon.

(D) All Duties of the Town of Halfmoon contained herein shall be deemed to be Duties of the Town and not of any member, officer, servant or employee of the Town of Halfmoon in his/her individual capacity and no recourse under or upon any such Duty or for any claim based thereon on hereon or in any way relating thereto or hereto shall be had against any such member, officer, servant or employee of the Town of Halfmoon and any or all such claims are hereby waived by the District and the Authority as additional consideration for and as a condition precedent to the execution hereof by the Town of Halfmoon.

Section I 1. ARBITRATION.

Any controversy arising under, out of, in connection with, or relating to, this Agreement, and any amendment thereof, or the breach thereof, shall be determined and settled by arbitration in accordance with the rules of the American Arbitration Association as then in effect. Any award rendered therein shall be final and binding on each and all of the parties thereto and their personal representatives and judgment may be entered thereon in any court having jurisdiction thereon.

IN WITNESS WHEREOF, the parties hereto have caused this Water Supply Agreement to be executed by their respective duly authorized representatives and to be dated as of the day first above written.

CLIFTON PARK WATER AUTHORITY

BY: \_\_\_\_\_  
Helmut Gerstenberger, Chairman

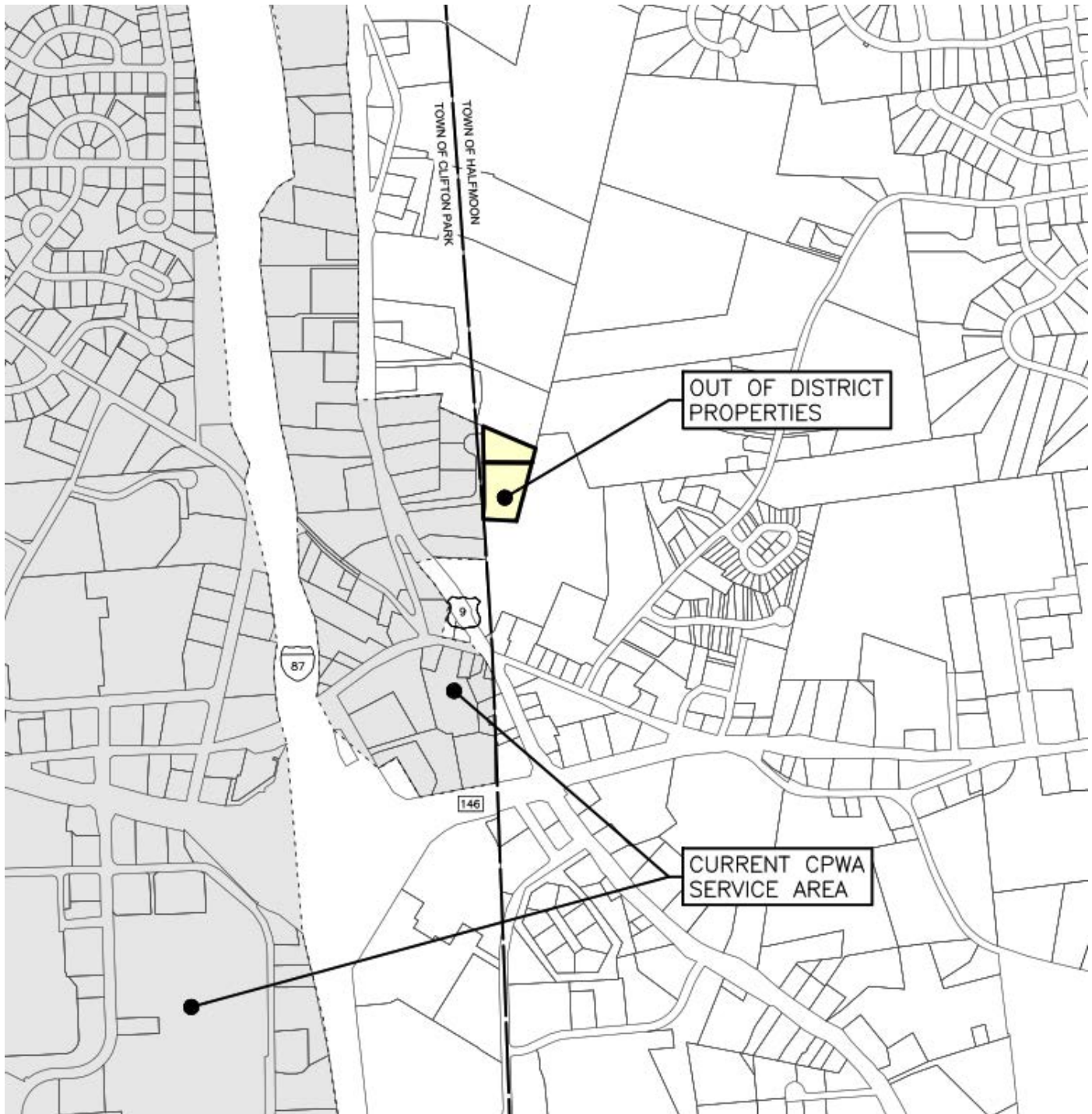
HALFMOON WATER SUPPLY DISTRICT No. 1

BY: \_\_\_\_\_  
Kevin Tollisen, Town Supervisor

TOWN OF HALFMOON

BY: \_\_\_\_\_  
Kevin Tollisen, Town Supervisor

EXHIBIT "A"





## MEMORANDUM

To: CPWA Board of Directors

From: Chris Wheland, Authority Administrator

Date: 1/13/2025

Subject: 2025 CPWA Board Meeting Dates

To obtain a consistent message with our customers I am looking to provide an annual schedule of Board meetings. All scheduled meetings are able to be changed or canceled at the pleasure of the Board.

Looking at 2025 I intend to follow the Wednesday of the second full week of the month. These dates are:

February 12, 2025

March 12, 2025

April 16, 2025

May 14, 2025

June 11, 2025

July 16, 2025

August 13, 2025

September 10, 2025

October 15, 2025

November 12, 2025

December 10, 2025

Please come with your calendars so we can set up the 2025 Board Meetings.